

**INDEPENDENT SCHOOL  
DISTRICT #624**



**SCHOOL BOARD  
MEETING PACKET**

June 8, 2020

# 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*
- *A culture that respects diverse 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: Wayne A. Kazmierczak  
Superintendent of Schools

Date: June 1, 2020

A meeting of the White Bear Lake Area School Board will be held on **Monday, June 8, 2020** at 5:30 p.m. via electronic conferencing under Minnesota Statute 13D.021. This meeting will be posted on our website on Tuesday, June 9.

**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 time that the School Board is meeting by electronic means, those who would like to provide comments during Public Forum may submit their comments using the [White Bear Lake Area Schools - Public Forum Comments form](#).**

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

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

- a public meeting could violate law or policy. Complaints or concerns regarding individual school district employees should be presented in writing to school administration and signed by the person submitting the complaint or concern.
6. An attempt will be made to answer questions addressed to the Board. In those cases where an answer is not provided a contact from an appropriate school district official will be made as a follow-up.
  7. A handout on the purpose of school board meetings and the meeting process is available at each school board meeting.
  8. Citizens may be asked to address the school board on a particular subject during the discussion of that item.
  9. The School Board Chairperson will attempt to reasonably honor requests to speak, but shall also exercise discretion with regard to time constraints and therefore may limit the number of requests to speak accordingly.

### **C. INFORMATION ITEMS**

1. Update on Summer Programming
2. Superintendent's Report

### **D. DISCUSSION ITEMS**

1. First Reading of School Board Policies:
  - a. Policy 201, Legal Status of the School Board
  - b. Policy 202, School Board Officers
  - c. Policy 203, Operation of the School Board – Governing Rules  
Policy 203 Addendum A
  - d. Policy 203.2, Order of the Regular School Board Meeting
  - e. Policy 203.5, School Board Meeting Agenda
  - f. Policy 203.6, Consent Agenda
  - g. Policy 204, School Board Minutes
  - h. Policy 205, Open Meetings and Closed Meetings
  - i. Policy 206, Public Participation in School Board Meetings/Complaints  
About Persons at School Board Meetings and Data Privacy
  - j. Policy 207, Public Hearings
  - k. Policy 208, Development, Adoption, and Implementation of Policies
  - l. Policy 209, Code of Ethics
  - m. Policy 211, Criminal or Civil Action Against School District, School Board  
Members, Employee or Student
  - n. Policy 212, School Board Member Development
  - o. Policy 214, Out-of-State Travel by School Board Members
  - p. Policy 215, School Board Member Code of Conduct

### **E. OPERATIONAL ITEMS**

1. Action on Property and Casualty Insurance
2. Action on Refinancing of 2013 and 2014 Leases
3. Action Transportation Contract
4. Action on Approval of NJPA Purchase Order for ALC Phase One Renovation

5. Action on Fiscal Year 2021 Preliminary Budget
6. Action on Purchase of Property
7. Second Reading of School Board Policies:
  - a. Policy 415, Mandated Reporting of Maltreatment of Vulnerable Adults
  - b. Policy 535, Service Animals on School Property
  - c. Policy 604, Instructional Curriculum
  - d. Policy 624, Online Learning Options
  - e. Policy 806, Crisis Management Policy

**F. BOARD FORUM**

**G. ADJOURNMENT**

# **A. PROCEDURAL ITEMS**

AGENDA ITEM: **Consent Agenda**  
MEETING DATE: **June 8, 2020**  
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: **June 8, 2020**  
SUGGESTED DISPOSITION: **Action Item**  
CONTACT PERSON(S): **Jessica Ellison 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, May 11, 2020** at 5:30 p.m. via teleconference under Minnesota Statute 13D.021.

**A. PROCEDURAL ITEMS**

1. Chair Mullin called the meeting to order at 5:30 p.m.
2. Roll Call – Present: Newmaster, Thompson, Arcand, Beloyed, Chapman, Ellison, Mullin.  
Ex-Officio: Dr. Wayne Kazmierczak  
School Board Student Representative: Carroll
3. Pledge of Allegiance
4. Newmaster moved and Chapman seconded to approve the agenda as presented.  
***Roll call vote: ayes, Newmaster, Thompson, Arcand, Beloyed, Chapman, Ellison, Mullin. Nays, none. Motion carried.***
5. Beloyed moved and Arcand seconded to approve the consent agenda consisting of:
  - Approval of minutes for regular Board meeting of April 13; special meeting on April 20, and work session on April 27;
  - Payment of invoices based upon a random sample, all of which met the standards and guidelines as set by the Board;
  - Passage of resolution regarding acceptance of gifts with thank you letters directed to the donors;
  - Passage of resolution to approve personnel issues to include:
    - ❑ **RESIGNATION/TERMINATION/NON-RENEWAL– CLASSIFIED STAFF**  
Mary Voss –Program Assistant Leader, Birch Lake Elementary  
Employed by District 624 since 09/08/2015  
Effective Date: 02/28/2020
    - **RESIGNATION/TERMINATION/NON-RENEWAL– CERTIFIED STAFF**  
Kelly Counihan–Grade 2 Teacher, Oneka Elementary  
Employed by District 624 since 08/19/2019  
Effective Date: 06/08/2020  
Tiana Deforest–Spanish Teacher, Central and Sunrise Park Middle School  
Employed by District 624 since 08/19/2019  
Effective Date: 06/08/2020  
Danielle Frissora–Grade 3 Teacher, Vadnais Heights Elementary  
Employed by District 624 since 08/20/2014  
Effective Date: 06/08/2020  
Alexandra Harding–Kindergarten Teacher, Lakeaires Elementary  
Employed by District 624 since 08/19/2019  
Effective Date: 06/08/2020  
Margaret Landby–.3 FTE German Teacher, Sunrise Park Middle School  
Employed by District 624 since 08/19/2019  
Effective Date: 01/27/2020  
Kari McClure–Grade 2 Teacher, Matoska Elementary  
Employed by District 624 since 08/26/2004  
Effective Date: 06/08/2020  
Wallace Pope–Social Studies Teacher, WBLAHS – South Campus  
Employed by District 624 since 08/19/2019  
Effective Date: 06/08/2020

Emma Robinson–Grade 3-5 Explorations Teacher, Lincoln Elementary

Employed by District 624 since 08/19/2019

Effective Date: 06/08/2020

La'sonya Taylor–FACS Teacher, Central Middle School

Employed by District 624 since 08/19/2019

Effective Date: 06/08/2020

Amamda Zais–.8 FTE Mathematics Teacher, WBLAHS – South Campus

Employed by District 624 since 08/19/2019

Effective Date: 06/08/2020

➤ **RESIGNATION/TERMINATION/NON-RENEWAL– NON-AFFILIATED**

Kristen Tatro–Health Assistant, Community Services

Employed by District 624 since 11/14/2012

Effective Date: 05/01/2020

Stephanie Vang–Marketing Specialist, Community Services

Employed by District 624 since 05/13/2019

Effective Date: 05/01/2020

➤ **RETIREMENT– CLASSIFIED STAFF**

Michael Cherrier– Bus Driver, Bus Garage

Employed by District 624 since 09/02/2014

Effective Date: 06/05/2020

Bonnie Evert– Pupil Support Assistant, Central Middle School

Employed by District 624 since 09/01/2005

Effective Date: 06/05/2020

Karla Tessier– Pupil Support Assistant, Otter Lake Elementary

Employed by District 624 since 09/03/2001

Effective Date: 05/04/2020

➤ **RETIREMENT– CERTIFIED STAFF**

Jane Burmeister– Music Teacher, Lincoln Elementary

Employed by District 624 since 11/15/2004

Effective Date: 06/08/2020

Evelyn Swenson– .6 FTE School Social Worker, Lincoln & Central Middle School

Employed by District 624 since 09/02/2005

Effective Date: 06/08/2020

➤ **CHANGE IN ASSIGNMENT – CLASSIFIED STAFF**

Eloise Nettleton – From Administrative Assistant Registrar/Records-HS,

WBLAHS – South Campus to Admin. Asst. Technology and Innovation

\$21.30 per hr., 40 hrs. per week, 5,452.80

Effective Date: 05/18/2020

➤ **CHANGE IN ASSIGNMENT – CERTIFIED STAFF**

Heather Berry – From .7 FTE Intervention Teacher, Lakeaires Elementary to 1.0 FTE Grade 4 Teacher

Effective Date: 2020-2021 School Year

Joseph Held – From Social Studies Teacher, WBLAHS – North Campus to Dean of Students, WBLAHS – North Campus

\$93,736.00

Effective Date: 2020-2021 School Year

Pamela Johnstone – From Teacher on Leave, Lincoln Elementary to Mathematics Teacher, Central Middle School

Effective Date: 2020-2021 School Year

Stephanie Roloff – FACS Teacher, Sunrise Park Middle School

From 1.0 FTE to .8 FTE

Effective Date: 2020-2021 School Year

- **CHANGE IN ASSIGNMENT – PROFESSIONAL STAFF**  
Brian Morris – From Assessment/Accountability Coordinator, District Center to Elementary Principal, Hugo Elementary  
 Effective Date: 04/22/2020
- **PART TIME LEAVE REQUEST – CERTIFIED STAFF**  
Denise Deen– Birth to 2 Teacher, Normandy Park  
 Position .8 FTE (Leave .2 FTE)  
 Effective Date: 2020-2021 School Year  
Laura Krueger– Physical Therapist, Normandy Park  
 Position .7 FTE (Leave .2 FTE)  
 Effective Date: 2020-2021 School Year
- **FULL TIME LEAVE REQUEST – CERTIFIED STAFF**  
Daniel Barrett– Grade 4 Teacher, Oneka Elementary  
 Employed by District 624 since 08/22/2016  
 Effective Date: 05/01/2020 through 06/08/2020  
Mary Phillips– Grade 3 Teacher, Otter Lake Elementary  
 Employed by District 624 since 09/18/2014  
 Effective Date: 2020-2021 School Year  
Lindsay Thomas– Grade 2 Teacher, Oneka Elementary  
 Employed by District 624 since 08/26/2010  
 Effective Date: 2020-2021 School Year
- **PART-TIME TEACHER PROGRAM – CERTIFIED STAFF**  
Denise Deen– Birth to 2 Teacher, Normandy Park  
 Employed by District since 12/03/2001  
 Effective Date: 2020-2021 School Year  
Laura Krueger– Physical Therapist, Normandy Park  
 Employed by District since 08/27/1990  
 Effective Date: 2020-2021 School Year
- **NEW PERSONNEL – CLASSIFIED STAFF**  
Sonsyrae Griffus– Program Assistant Leader, Matoska Elementary  
 \$13.98 per hr., 14.45 hrs., per week, \$4,330.30  
 Effective Date: 02/05/2020  
Reid Johnson– Pupil Support Assistant, Sunrise Park Middle School  
 \$19.15 per hr., 32.5 hrs., per week, \$7,468.50  
 Effective Date: 03/16/2020  
Michael Sherwood– Pupil Support Assistant, Sunrise Park Middle School  
 \$19.15 per hr., 32.5 hrs., per week, \$7,468.50  
 Effective Date: 03/16/2020
- **NEW PERSONNEL – CERTIFIED STAFF**  
Joseph Clark– Social Studies Teacher, Sunrise Park Middle School  
 MA Step 2, \$51,626.00  
 Effective Date: 2020-2021 School Year  
Hannah Hensley– Social Studies Teacher, WBLAHS – North and South Campus  
 BA Step 1, \$45,659.00  
 Effective Date: 2020-2021 School Year  
Erik Lepisto– Social Studies Teacher, Central Middle School  
 BA Step 1, \$45,659.00  
 Effective Date: 2020-2021 School Year  
Thomas Mitchell– Guidance Counselor, Sunrise Park Middle School  
 MA+15 Step 4, \$55,786.00  
 Effective Date: 2020-2021 School Year  
Kelsey Shimshock– Language Arts Teacher, WBLAHS – North and South Campus

MA Step 3, \$52,754.00

Effective Date: 2020-2021 School Year

Gannon Youakim– Language Arts Teacher, Sunrise Park Middle School

BA Step 1, \$45,659.00

Effective Date: 2020-2021 School Year

Tessa Zalomsky– Language Arts Teacher, Sunrise Park Middle School

BA Step 2, \$46,577.00

Effective Date: 2020-2021 School Year

➤ **NEW PERSONNEL – PROFESSIONAL STAFF**

Marcellus Davis– Director of Equity and Engagement, District Center

\$133,620.00

Effective Date: 07/01/2020

Darcy Rodriguez– Early Childhood Education Supervisor, Normandy Park Education Center

\$8,999.94 (pro-rated on \$106,363.00)

Effective Date: 06/01/2020

➤ **LONG TERM SUBSTITUTE – CERTIFIED STAFF**

Molly Britt – School Psychologist, Lakeaires Elementary

BA, Step 1, \$45,659.00

Effective Date: 2020-2021 School Year

Sally Butwin – Special Education Teacher, Central Middle School

MA+60, Step 1, \$11,675.82

Effective Date: 04/08/2020 through 06/05/2020

Cassandra Gomez – Grade 4 Teacher, Oneka Elementary

MA, Step 1, \$6,823.90

Effective Date: 05/01/2020 through 06/08/2020

Hannah Hensley – Spanish Teacher, Central Middle School

BA, Step 1, \$7,145.97

Effective Date: 04/10/2020 through 05/22/2020

Lindsay Nicklason – Special Education Teacher, Otter Lake Elementary

BA, Step 1, \$2,535.67

Effective Date: 04/29/2020 through 05/13/2020

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

- B. PUBLIC FORUM** – The following people sent comments and they were read at this time: Tiffany Dittrich, President of White Bear Lake Teachers Association; Jordan Fry, resident; Octavio Chung, resident; and Ryan Ponthan, President of MN State Interior Systems Local 68.

**C. INFORMATION ITEMS**

1. **Student Recognition** – During tonight's electronic meeting the School Board recognized students who represented the district at a state level in the History Day competition, middle school music, M3 Math Challenge, and MAAP Stars. Their names were read during Informational Item C-1 on the agenda. Additionally, certificates and Bear pins were mailed to the students at their homes. Congratulations, students!
2. **Recognize Student Liaisons to the School Board** - The White Bear Lake Area School Board commended and recognized Madison Carroll, 12<sup>th</sup> grade student, and Jennifer Adams, 11<sup>th</sup> grade student, for their outstanding role as the 2019-20 Student Representatives on the School Board.

3. **Race to Reduce Legislative Grant** – With the support from a legislative grant, our school district has worked with the Minnesota Department of Education to convene a statewide student summit to empower students to take action on sustainability issues. As the student leader of this initiative, School Board Liaison Madison Carroll shared how students are working with community partners for local and global impact.
4. **Superintendent's Report** – a) Dr. Kazmierczak welcomed Dr. Davis as our new Director of Equity and Engagement; b) Coffee with Dr. K; Support Hub – serves as a place for families and community members to access information on our website *isd624.org*. This support provides important information regarding crisis services, basic needs, mental health and well-being, physical health, social emotional learning and more. c) May recognitions; and d) Graduation update.

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

1. **First Reading of School Board Policies:**
  - a. Policy 415, Mandated Reporting of Maltreatment of Vulnerable Adults
  - b. Policy 535, Service Animals on School Property
  - c. Policy 604, Instructional Curriculum
  - d. Policy 624, Online Learning Options
  - e. Policy 806, Crisis Management Policy

These policies will be on the June 8, 2020 meeting agenda for action.

#### **E. OPERATIONAL ITEMS**

1. Arcand moved and Chapman seconded to authorize the award of Prime Food Vendor to Indianhead Foodservice Distributor for the period of July 1, 2020 through June 30, 2022, at an estimated value of \$2.6 million with an option to renew for up to two additional years. **Roll call vote: ayes, Newmaster, Thompson, Arcand, Beloyed, Chapman, Ellison, Mullin. Nays, none. Motion carried.**
2. Newmaster moved and Chapman seconded to approve the proposed 2019-2021 Agreement with the School Service Employees SEIU Local 284 Extended Day Unit by passing the resolution. **RESOLUTION: WHEREAS, the parties have reached a tentative agreement on the 2019-21 Contract; WHEREAS, the School Service Employees SEIU Local 284 Extended Day Unit have ratified the Contract; THEN BE IT HEREBY RESOLVED that the School Board of Independent School District 624 approves the 2019-2021 Agreement and authorizes the Chair and Clerk to execute the Agreement on behalf of the School Board. Roll call vote: ayes, Newmaster, Thompson, Arcand, Beloyed, Chapman, Ellison, Mullin. Nays, none. Motion carried.**
3. Bid Specifications Considerations - Beloyed moved and Newmaster seconded to approve using prevailing wage on construction projects funded by the bond referendum. **Roll call vote: ayes, Newmaster, Thompson, Arcand, Beloyed, Chapman, Ellison, Mullin. Nays, none. Motion carried.**

Newmaster moved and Arcand seconded to continue our practice of using prevailing wage on construction projects. **Roll call vote: ayes, Newmaster,**

***Thompson, Arcand, Beloyed, Chapman, Ellison, Mullin. Nays, none. Motion carried.***

Thompson moved and Newmaster seconded to approve a public comment period prior to the meeting on June 8 to allow the community to provide input on the use of a project labor agreement. ***Roll call vote: ayes, Newmaster, Thompson. Nays, Arcand, Beloyed, Chapman, Ellison. Abstain, Mullin. Motion failed.***

Ellison moved and Beloyed seconded that the school district will not enter into a project labor agreement for bond referendum projects. ***Roll call vote: Ayes, Thompson, Arcand, Beloyed, Chapman, Ellison. Nays, Newmaster. Abstain, Mullin. Motion carried.***

- F. BOARD FORUM** – The School Board congratulated Madison Carroll on her graduation and thanked her for her two years of service as student liaison to the School Board.
- G. ADJOURNMENT** – Arcand moved and Beloyed seconded to adjourn the meeting at 8:03 p.m. ***Roll call vote: ayes, Newmaster, Thompson, Arcand, Beloyed, Chapman, Ellison, Mullin.***

Submitted by Jessica Ellison, clerk

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

A meeting of the White Bear Lake Area School Board was held on **Monday, May 18, 2020** at 5:30 p.m. via teleconference under Minnesota Statute 13D.021.

**A. PROCEDURAL ITEMS**

1. Chair Mullin called the meeting to order at 5:30 p.m.
2. Dr. Kazmierczak read a statement from the Minnesota School Board Association regarding online board meetings.
3. Roll Call – Present: Arcand, Beloyed, Chapman, Ellison, Mullin, Newmaster. Absent: Thompson Ex-Officio: Dr. Wayne Kazmierczak

**B. DISCUSSION ITEMS**

1. Update on Science and Math Standards - Ann Malwitz, Elementary Teaching and Learning Coordinator, and Jen Babiash, Secondary Teaching and Learning Coordinator provided an update on the new K-12 Minnesota State Standards in Science. Ann Malwitz provided an update on K-5 Math Standards.
2. Career Pathways Update – Career Pathways Coordinator Jenny Moore provided an update about our exciting strategic work as we move towards construction of our unified high school campus, and the current context impacting student opportunities in light of the pandemic.

Additionally, Ms. Moore provided an update regarding how the pandemic is impacting our industry partners, and adjustments to the shared work supported by Youth Skills Training funding from the Minnesota Department of Labor and Industry.

Finally, Ms. Moore shared key talking points from her interview on MN Public Radio with Angela Davis.

3. Fiscal Year 2021 Preliminary Budget Overview -Tim Wald presented an overview of the preliminary budget and variables used to develop the budget for fiscal year 2021 and projected budgets for fiscal years 2022 through 2024.
4. Building Our Future Facilities Planning Update – Paul Aplikowski and Sal Bagley from Wold Architects and Engineers provided an update on the progress so far. They also talked about next steps in our Building Our Future Facilities Planning process.

**C. OPERATIONAL ITEMS**

1. Newmaster moved and Chapman seconded to accept the quote of \$595,828 from Dakota Truck Underwriters for workers compensation insurance effective July 1, 2020 through

June 30, 2021. ***Roll call vote: ayes, Arcand, Beloyed, Chapman, Ellison, Mullin, Newmaster. Nays, none. Motion carried.***

2. Chapman moved and Newmaster seconded to approve the purchase agreement for the property described as PID #14302212005 located in the City of White Bear Lake, County of Ramsey, State of Minnesota. The Board authorizes the Superintendent and the Assistant Superintendent for Finance and Operations to sign all documents as necessary to acquire said properties. ***Roll call vote: ayes, Arcand, Beloyed, Chapman, Ellison, Mullin, Newmaster. Nays, none. Motion carried.***

- D. ADJOURNMENT** - Arcand moved and Ellison seconded to adjourn the meeting at 7:52 p.m. ***Roll call vote: ayes, Arcand, Beloyed, Chapman, Ellison, Mullin, Newmaster. Nays, none. Motion carried.***

Submitted by Jessica Ellison, clerk

AGENDA ITEM: **Monthly Check Registers**

MEETING DATE: **June 8, 2020**

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 - May 2020

		<u>5/15/2020</u>	<u>5/29/2020</u>
Direct Deposit	583877-585248	2,081,903.59	
Direct Deposit	585249-586535		2,064,873.82
<hr/>			
Burnet Title	Land Purchase	5/18/2020	326,021.50

CHECK NUMBER	VENDOR	AMOUNT	CHECK DATE	CHECK TYPE
108632	JOHNSON CONTROLS INC	\$ 1,516.09	5/4/2020	R
108632	JOHNSON CONTROLS INC	\$ (1,516.09)	5/15/2020	V
108633	GREATER TWIN CITIES UNITED WAY	\$ 116.00	5/4/2020	R
108634	IUOE LOCAL 70	\$ 1,138.37	5/4/2020	R
108635	RAUSCH, STURM, ISRAEL,	\$ 36.21	5/4/2020	R
108637	SCHOOL SERVICE EMPLOYEES	\$ 7,292.27	5/4/2020	R
108638	WBLA EDUCATIONAL FOUNDATION	\$ 629.00	5/4/2020	R
108639	GURSTEL CHARGO ATTORNEYS AT LAW	\$ 218.71	5/4/2020	R
108640	MESSERLI & KRAMER PA	\$ 12.28	5/4/2020	R
108641	LINDEN, DAVE & JANE	\$ 2,000.00	5/5/2020	R
108642	XCEL ENERGY	\$ 48.42	5/6/2020	R
108643	CITY OF WHITE BEAR LAKE	\$ 200.00	5/11/2020	R
108644	A+ DRIVING SCHOOL	\$ 19,165.00	5/14/2020	R
108646	ABBOTT PAINT & CARPET INC	\$ 686.34	5/14/2020	R
108647	ADAIR, ERIC	\$ 40.00	5/14/2020	R
108648	ALBIN, STEPHANIE	\$ 132.90	5/14/2020	R
108649	ALBRECHT, CARLA	\$ 10.00	5/14/2020	R
108663	AMAZON CAPITAL SERVICES	\$ 14,330.44	5/14/2020	R
108664	AMERICAN LIBRARY ASSOC	\$ 219.00	5/14/2020	R
108665	AMERICAN MESSAGING	\$ 13.60	5/14/2020	R
108668	AMERIPRIDE SERVICES	\$ 1,438.56	5/14/2020	R
108669	ANDERSON, KATHY	\$ 16.90	5/14/2020	R
108670	ANDERSON, KYLE	\$ 2,000.00	5/14/2020	R
108671	ANDREKUS, HOLLY	\$ 48.85	5/14/2020	R
108672	ANGESKI, JEANNINE	\$ 90.00	5/14/2020	R
108673	APPLIED BUSINESS COMMUNICATIONS OF MN LLC	\$ 1,604.48	5/14/2020	R
108674	ARCH LANGUAGE NETWORK	\$ 410.00	5/14/2020	R
108675	ASL INTERPRETING SERVICES	\$ 421.00	5/14/2020	R
108676	ASPER, KELLY	\$ 40.00	5/14/2020	R
108677	BANKS, JENNIFER	\$ 90.00	5/14/2020	R
108678	BARNES & NOBLE	\$ 660.97	5/14/2020	R
108679	BASS, ANESA	\$ 37.40	5/14/2020	R
108680	BATTERIES PLUS BULBS	\$ 172.89	5/14/2020	R
108681	BAYANDALAI, UYANGA	\$ 44.90	5/14/2020	R
108682	BECK, DARYL	\$ 44.35	5/14/2020	R
108683	BEDNAR, LAUREN	\$ 21.10	5/14/2020	R
108684	BELOYED, TIMOTHY	\$ 162.80	5/14/2020	R
108685	Beseke, Angela	\$ 180.00	5/14/2020	R
108686	BETMAR LANGUAGES	\$ 2,000.00	5/14/2020	R
108687	BEVSO	\$ 9,504.82	5/14/2020	R
108688	BLICK ART MATERIALS	\$ 2,144.70	5/14/2020	R
108689	BLUE TARP FINANCIAL INC	\$ 122.98	5/14/2020	R
108690	BOSMAN, JOHN	\$ 40.00	5/14/2020	R
108691	BOTCHWAY, ERNESTINA	\$ 95.00	5/14/2020	R
108692	BROCK, GORDON	\$ 40.00	5/14/2020	R

108693 BROWN, HEATHER	\$	40.00	5/14/2020 R
108694 BROWN, JENNIFER	\$	3.80	5/14/2020 R
108695 BSN SPORTS	\$	1,870.00	5/14/2020 R
108696 BURKET, TARA	\$	17.35	5/14/2020 R
108697 BURT, REBECCA	\$	90.00	5/14/2020 R
108698 CAPITAL CITY GLASS	\$	5,571.75	5/14/2020 R
108699 CAROLINA BIOLOGICAL SUPPLY	\$	81.50	5/14/2020 R
108700 CARTER, RUBY	\$	115.00	5/14/2020 R
108701 CENDEJAS-AYALA, ROZAURA	\$	90.00	5/14/2020 R
108702 CENTURY COLLEGE - BUSINESS OFFICE	\$	27,500.00	5/14/2020 R
108703 CHARIF, ELIAS	\$	20.00	5/14/2020 R
108704 CHASE, WENDY	\$	54.10	5/14/2020 R
108705 CHERRY FUNDRAISING SERVICE	\$	719.65	5/14/2020 R
108706 CHU, JOSEPH	\$	22.85	5/14/2020 R
108707 CHURCHILL, ELISHEBA	\$	90.00	5/14/2020 R
108708 COL MARKETING	\$	1,600.00	5/14/2020 R
108709 CONNEY SAFETY	\$	105.39	5/14/2020 R
108710 CONSCIOUS DISCIPLINE	\$	411.06	5/14/2020 R
108711 COOK, KATHLEEN	\$	20.00	5/14/2020 R
108712 COOPS SPORTSWEAR	\$	320.00	5/14/2020 R
108713 COYAN, JANEEN	\$	66.50	5/14/2020 R
108714 CRETIN-DERHAM HALL	\$	265.00	5/14/2020 R
108715 CRISP, DARREN SR	\$	90.00	5/14/2020 R
108716 CUMMINS NPOWER LLC	\$	521.18	5/14/2020 R
108717 CUSTOM EDUCATION SOLUTIONS INC	\$	43.93	5/14/2020 R
108718 CUSTOM INK LLC	\$	200.42	5/14/2020 R
108723 DALCO CORPORATION	\$	14,817.40	5/14/2020 R
108724 DANENBERG, BENJAMIN	\$	38.42	5/14/2020 R
108725 DARLING, MARY JO	\$	30.70	5/14/2020 R
108726 DEHLING, CAROLYN	\$	21.15	5/14/2020 R
108727 DELEGARD TOOL OF TEXAS INC	\$	347.27	5/14/2020 R
108728 DELIBERATE REACH MEDIA INC	\$	10,200.00	5/14/2020 R
108729 DELL MARKETING	\$	8,998.56	5/14/2020 R
108730 DELTA EDUCATION	\$	55.17	5/14/2020 R
108731 DEMCO INC	\$	336.20	5/14/2020 R
108732 DISCOUNT SCHOOL SUPPLY	\$	1,130.33	5/14/2020 R
108733 DIVERSIFIED SNACK DISTRIBUTION	\$	1,816.20	5/14/2020 R
108734 DOGHOR, CHARITY	\$	30.00	5/14/2020 R
108735 DOLLARDAYS INTERNATIONAL, INC.	\$	161.68	5/14/2020 R
108736 DOMINOS PIZZA	\$	976.64	5/14/2020 R
108737 DOMRONGWATTANAKUL, NATTHAPONG	\$	37.10	5/14/2020 R
108738 DONAHOE, SARAH	\$	100.00	5/14/2020 R
108739 DRIELING, JONATHAN	\$	7.20	5/14/2020 R
108740 DUMAS, JILL	\$	3.45	5/14/2020 R
108741 EAST RIDGE HIGH SCHOOL	\$	470.00	5/14/2020 R
108742 ECKROTH MUSIC	\$	1,131.60	5/14/2020 R
108743 EDWARDS, DOROTHEA	\$	90.00	5/14/2020 R

108744 EINCK, ROBERT	\$	20.00	5/14/2020 R
108745 ENGSTRAN, STEVE	\$	25.00	5/14/2020 R
108746 ERICKSON, PRISCILLA	\$	90.00	5/14/2020 R
108747 ESTIS, ANTOINETTE	\$	90.00	5/14/2020 R
108748 ETS CONSULTING, LLC	\$	3,533.33	5/14/2020 R
108749 FIRST STUDENT INC	\$	488,551.89	5/14/2020 R
108750 FISHER, REBECCA	\$	100.00	5/14/2020 R
108751 FITZGERALD, GERALD	\$	16.25	5/14/2020 R
108752 FITZHARRIS, JAMIE	\$	90.00	5/14/2020 R
108753 FLAGSHIP RECREATION	\$	2,375.00	5/14/2020 R
108754 FLAHERTY, TAMERA	\$	49.05	5/14/2020 R
108755 FOREST LAKE HIGH SCHOOL	\$	275.00	5/14/2020 R
108756 FOTSCH, LORI	\$	90.00	5/14/2020 R
108758 FRATTALONES HARDWARE STORES	\$	436.71	5/14/2020 R
108759 FREE SPIRIT PUBLISHING CO	\$	112.10	5/14/2020 R
108760 GENERAL OFFICE PRODUCTS CO	\$	8,266.67	5/14/2020 R
108761 GIESEMAN, JESSICA	\$	40.00	5/14/2020 R
108762 GILLEN-VAUGHN, RAQUEL	\$	90.00	5/14/2020 R
108763 GILLUND ENTERPRISES	\$	1,091.56	5/14/2020 R
108764 GOPHER	\$	2,232.73	5/14/2020 R
108766 GRAINGER	\$	607.98	5/14/2020 R
108767 GRANDMA'S BAKERY INC	\$	15.60	5/14/2020 R
108768 GREATAMERICA FINANCIAL SERVICES	\$	334.85	5/14/2020 R
108769 GREEN, CARIN	\$	20.25	5/14/2020 R
108770 GROTH MUSIC CO	\$	142.40	5/14/2020 R
108771 GRUBS, BROOK	\$	32.00	5/14/2020 R
108772 GUETZKOW, LISA	\$	20.00	5/14/2020 R
108773 HALAMA, ANDREA	\$	15.65	5/14/2020 R
108774 HALKO, JONATHON	\$	40.00	5/14/2020 R
108775 HALL, SUZANNE	\$	19.75	5/14/2020 R
108776 HALO TRANSPORTATION	\$	38,281.88	5/14/2020 R
108777 HANSEN, KRISTIN	\$	13.80	5/14/2020 R
108778 HARJES, DANIEL	\$	40.00	5/14/2020 R
108779 HAYNIE, BEE HOAI	\$	32.60	5/14/2020 R
108780 HECKMANN, HEATHER	\$	23.05	5/14/2020 R
108781 HELLER, TRICIA	\$	90.00	5/14/2020 R
108782 HERITAGE FOOD SERVICE GROUP	\$	713.70	5/14/2020 R
108783 HERR, CHERSA	\$	90.00	5/14/2020 R
108784 HILDI INC	\$	7,310.00	5/14/2020 R
108785 HILL, CHARMAINE	\$	81.35	5/14/2020 R
108786 HISDAHL INC	\$	39.00	5/14/2020 R
108787 HOEKMAN, JENNA	\$	5.00	5/14/2020 R
108788 HOENIGSCHMIDT, KAYLEA	\$	385.00	5/14/2020 R
108790 HOGLUND BUS AND TRUCK CO	\$	2,561.30	5/14/2020 R
108791 HORMAN, CHRISTOPHER	\$	100.00	5/14/2020 R
108792 CITY OF HUGO	\$	2,248.76	5/14/2020 R
108793 HUGO EQUIPMENT CO	\$	204.96	5/14/2020 R

108794 HUMANEX VENTURES	\$	6,800.00	5/14/2020 R
108795 HURST, KEVIN	\$	100.00	5/14/2020 R
108796 IFD	\$	24,354.75	5/14/2020 R
108797 INNOVATIVE OFFICE SOLUTIONS	\$	979.21	5/14/2020 R
108798 INSTITUTE FOR MULTI SENSORY EDUCATION	\$	3,825.00	5/14/2020 R
108799 INTEREUM	\$	7,197.19	5/14/2020 R
108800 INTERMIX BEVERAGE	\$	51.09	5/14/2020 R
108801 IRONDALE HIGH SCHOOL	\$	545.00	5/14/2020 R
108802 JOHN HENRY FOSTER	\$	271.00	5/14/2020 R
108803 JOHNSON, KRISTIE	\$	17.40	5/14/2020 R
108804 JOHNSON, MEGAN	\$	55.60	5/14/2020 R
108805 JOHNSON FITNESS & WELLNESS	\$	1,700.00	5/14/2020 R
108806 JUNIOR LIBRARY GUILD	\$	195.60	5/14/2020 R
108807 JW PEPPER & SON INC	\$	218.02	5/14/2020 R
108808 KALKA, KATIE	\$	10.00	5/14/2020 R
108809 KEEFE, ERIC	\$	71.00	5/14/2020 R
108810 KING, CATHERINE	\$	34.55	5/14/2020 R
108811 KLEIN, VALERIE	\$	121.95	5/14/2020 R
108812 KLETTI, MICHELLE	\$	39.35	5/14/2020 R
108813 KLOC, JEFFERY	\$	29.45	5/14/2020 R
108814 KOCH MECHANICAL LLC	\$	4,514.40	5/14/2020 R
108815 KOHNEN, JENNIFER	\$	118.80	5/14/2020 R
108816 KOHNEN, RICHARD	\$	90.00	5/14/2020 R
108817 KOLLER, LAURA	\$	29.55	5/14/2020 R
108818 KRUEGER, DANA	\$	5.25	5/14/2020 R
108819 KULLY SUPPLY COMPANY	\$	724.90	5/14/2020 R
108820 LAB MIDWEST LLC	\$	1,600.00	5/14/2020 R
108821 LAINE, CECILE	\$	52.00	5/14/2020 R
108822 LAKESHORE LEARNING MATERIALS	\$	1,472.10	5/14/2020 R
108823 LANDSBERGER, TIM	\$	12.35	5/14/2020 R
108824 LARSON, JOHN	\$	450.01	5/14/2020 R
108825 LARUE, DEBORAH	\$	53.40	5/14/2020 R
108826 LEARNING OPPORTUNITIES INC	\$	193.50	5/14/2020 R
108827 LEARNING A-Z	\$	461.80	5/14/2020 R
108828 LEE, KARYN	\$	90.00	5/14/2020 R
108829 LENZ, KELLY	\$	52.30	5/14/2020 R
108830 LETOURNEAU, ANDREA	\$	7.15	5/14/2020 R
108831 LEWIS-O'CONNOR, GABE	\$	50.00	5/14/2020 R
108832 LIBERTY CLASSICAL ACADEMY	\$	2,124.00	5/14/2020 R
108833 LIBRARY JOURNALS, LLC	\$	82.19	5/14/2020 R
108834 LIGHTING PLASTICS OF MN INC	\$	276.10	5/14/2020 R
108835 LILLIE, KRISTEN	\$	7.00	5/14/2020 R
108836 LINDER, TIM	\$	90.00	5/14/2020 R
108837 LONGFELLOW, ROBERT	\$	40.00	5/14/2020 R
108839 MACKIN EDUCATIONAL RESOURCES	\$	8,307.26	5/14/2020 R
108840 MADDEN, KATHERINE	\$	75.00	5/14/2020 R
108841 MARKS, JOHN	\$	110.75	5/14/2020 R

108842 MASON, ANGELA	\$	19.45	5/14/2020 R
108843 MCDONOUGH'S WATERJETTING AND	\$	5,690.42	5/14/2020 R
108844 MCPHILLIPS BROS ROOFING CO	\$	95,402.00	5/14/2020 R
108845 MENK, BRYCE	\$	25.30	5/14/2020 R
108846 MERCED-HUGHES, SUSAN	\$	23.85	5/14/2020 R
108847 METRO MEALS ON WHEELS INC	\$	131.00	5/14/2020 R
108848 MEYSEMBOURG, KIMBERLY	\$	90.00	5/14/2020 R
108849 MID CITY SERVICES - INDUSTRIAL LAUNDRY	\$	492.20	5/14/2020 R
108850 MINNETONKA HIGH SCHOOL	\$	190.00	5/14/2020 R
108851 MINOR, SHAUN	\$	90.00	5/14/2020 R
108852 MN DEPT OF EMPLOY & ECONOMIC	\$	16,905.98	5/14/2020 R
108853 MN HISTORICAL SOCIETY	\$	506.00	5/14/2020 R
108854 MORIN, JILL	\$	62.70	5/14/2020 R
108855 MORIS, PAULA	\$	10.90	5/14/2020 R
108856 MOSER, KERRY	\$	20.00	5/14/2020 R
108857 MOTT, ANN	\$	27.15	5/14/2020 R
108858 MOUNDS VIEW HIGH SCHOOL	\$	190.00	5/14/2020 R
108859 MULDER, JOHN	\$	65.50	5/14/2020 R
108860 MULVANEY, RONALD	\$	23.20	5/14/2020 R
108861 MUMBLEAU, RICHARD	\$	25.00	5/14/2020 R
108862 NASCO	\$	2,497.84	5/14/2020 R
108863 NATHANSON, DAVID	\$	20.00	5/14/2020 R
108864 NATL ASSOC OF MULTICULTURAL ED	\$	100.00	5/14/2020 R
108865 NCS PEARSON INC	\$	5,668.00	5/14/2020 R
108866 NELCO	\$	2,200.00	5/14/2020 R
108867 NISTLER, DEB	\$	34.80	5/14/2020 R
108869 NORTH CENTRAL BLUE BIRD BUS SALES	\$	1,862.13	5/14/2020 R
108870 NYSTROM PUBLISHING CO INC	\$	2,804.71	5/14/2020 R
108871 O'BRIEN, KRISTI	\$	65.90	5/14/2020 R
108872 OCEL, KATHLEEN	\$	19.95	5/14/2020 R
108873 OFFICE DEPOT	\$	906.51	5/14/2020 R
108874 OLSON, JEREMY	\$	43.55	5/14/2020 R
108875 OLSON, JOEY	\$	40.00	5/14/2020 R
108876 OXYGEN SERVICE CO INC	\$	902.35	5/14/2020 R
108878 PAN-O-GOLD	\$	1,217.44	5/14/2020 R
108879 PETERSON, GRETCHEN	\$	114.00	5/14/2020 R
108880 PETERSON BROS ROOFING & CONST	\$	113,400.07	5/14/2020 R
108881 PIGOTT, KRISTY	\$	39.50	5/14/2020 R
108882 PITNEY BOWES PURCHASE POWER	\$	158.99	5/14/2020 R
108883 PONTRELL, DENISE	\$	60.00	5/14/2020 R
108884 POSTMASTER	\$	2,000.00	5/14/2020 R
108885 POWELL, RENEE	\$	80.00	5/14/2020 R
108886 POWERS, NICOLE	\$	22.40	5/14/2020 R
108887 PROFESSIONAL WIRELESS COMM	\$	534.00	5/14/2020 R
108888 PROKOSCH, LUCAS	\$	40.00	5/14/2020 R
108889 QUIROZ CARRILLO, MIA	\$	21.00	5/14/2020 R
108890 RAJTAR, PAULA	\$	43.80	5/14/2020 R

108891 RAMIREZ CENDEJAS, CINDY	\$	90.00	5/14/2020 R
108892 RAMSEY COUNTY	\$	16,466.94	5/14/2020 R
108893 REGION 4AA	\$	520.00	5/14/2020 R
108894 RINK-TEC INTERNATIONAL INC	\$	870.31	5/14/2020 R
108895 ROE, ERIN	\$	488.00	5/14/2020 R
108896 ROSE, LORI	\$	20.75	5/14/2020 R
108897 ROSEVILLE AREA HIGH SCHOOL	\$	860.00	5/14/2020 R
108898 RYAN, JENNIFER	\$	90.00	5/14/2020 R
108899 SAM'S CLUB/SYNCHRONY BANK	\$	39.32	5/14/2020 R
108900 SAMROCK, CARL	\$	11.90	5/14/2020 R
108901 SANCHEZ GARCIA, OCTAVIO	\$	90.00	5/14/2020 R
108902 SANKEY, MATTHEW	\$	164.20	5/14/2020 R
108903 SANTI, KRIS	\$	31.10	5/14/2020 R
108904 SCHAUER, DANA	\$	81.00	5/14/2020 R
108905 SCHELLENBERGER, JON	\$	2,000.00	5/14/2020 R
108906 SCHINDLER ELEVATOR CORP	\$	2,526.15	5/14/2020 R
108907 SCHMITTDIEL, CINDY	\$	90.00	5/14/2020 R
108908 SCHMIDT, ERIN	\$	180.00	5/14/2020 R
108909 SCHOOL HEALTH CORPORATION	\$	39.05	5/14/2020 R
108910 SEAVEY, ERIK	\$	110.00	5/14/2020 R
108911 SELB-SACK, ANGELA	\$	90.00	5/14/2020 R
108912 SETTER, LISA	\$	90.00	5/14/2020 R
108913 SHEIKH, FADUMO	\$	90.00	5/14/2020 R
108914 SHRED-IT USA - MINNEAPOLIS	\$	40.95	5/14/2020 R
108915 SICARD, HEIDI	\$	23.70	5/14/2020 R
108916 SITEONE LANDSCAPE SUPPLY	\$	1,614.96	5/14/2020 R
108917 SITZ, MICHAEL	\$	40.00	5/14/2020 R
108918 SLOAN, CHRIS	\$	40.00	5/14/2020 R
108919 SMISCHNEY, CHERIE	\$	31.10	5/14/2020 R
108920 SOUTHWEST BINDING & LAMINATING	\$	137.39	5/14/2020 R
108921 SPECIALTY PROMOTIONS	\$	2,951.00	5/14/2020 R
108922 SPRING LAKE PARK HIGH SCHOOL	\$	125.00	5/14/2020 R
108923 ST MARTIN, KIMBERLY	\$	33.75	5/14/2020 R
108924 ST PAUL HIGHLAND	\$	270.00	5/14/2020 R
108925 STAI, JERRY	\$	34.75	5/14/2020 R
108926 STANTON, EVELYN	\$	40.00	5/14/2020 R
108927 STAPLES ADVANTAGE	\$	1,128.26	5/14/2020 R
108928 STATE SUPPLY CO	\$	946.92	5/14/2020 R
108929 STILLWATER AREA HIGH SCHOOL	\$	390.00	5/14/2020 R
108930 STRATE, JASON	\$	100.00	5/14/2020 R
108931 STREAMLINE DESIGN INC	\$	3,271.00	5/14/2020 R
108932 STUCYNSKI, JILL	\$	8.50	5/14/2020 R
108933 SUBSCRIPTION SERV OF AMER INC	\$	616.94	5/14/2020 R
108934 SUBURBAN EAST CONFERENCE	\$	140.00	5/14/2020 R
108935 SUMMIT COMPANIES	\$	900.00	5/14/2020 R
108936 TARNOWSKI, MENDEE	\$	71.70	5/14/2020 R
108937 TATE, DALLES	\$	90.00	5/14/2020 R

108938	TEACHER SYNERGY LLC	\$	32.03	5/14/2020	R
108939	TEACHERS DISCOVERY	\$	76.98	5/14/2020	R
108940	THYSSENKRUPP ELEVATOR CORP	\$	792.00	5/14/2020	R
108941	TLUSTY, KENDRA	\$	26.45	5/14/2020	R
108942	TRADE PRESS INC	\$	298.00	5/14/2020	R
108943	TRANE US INC	\$	9,162.40	5/14/2020	R
108944	TREASURED TRANSPORTATION	\$	226,666.03	5/14/2020	R
108947	TRIO SUPPLY COMPANY	\$	1,360.59	5/14/2020	R
108948	TRUCK UTILITIES MFG CO	\$	1,229.40	5/14/2020	R
108949	TRUSLER, MICHAEL	\$	13.65	5/14/2020	R
108950	TSCHIDA, RICHARD	\$	56.10	5/14/2020	R
108951	TWIN CITY HARDWARE	\$	32.72	5/14/2020	R
108952	TYLER TECHNOLOGIES INC	\$	1,873.87	5/14/2020	R
108953	USA TEST PREP INC	\$	425.00	5/14/2020	R
108954	VANG, NOU	\$	37.30	5/14/2020	R
108955	VASKE, AMANDA	\$	20.00	5/14/2020	R
108957	VIKING ELECTRIC SUPPLY	\$	2,032.48	5/14/2020	R
108958	WALSWORTH PUBLISHING CO	\$	4,657.50	5/14/2020	R
108959	WASHINGTON COUNTY	\$	31,584.00	5/14/2020	R
108960	WATERS, LASHAY	\$	90.00	5/14/2020	R
108961	WHITE BEAR CENTER FOR THE ARTS	\$	24,225.00	5/14/2020	R
108963	WHITE BEAR LAKE (CITY OF)	\$	5,842.81	5/14/2020	R
108964	CITY OF WHITE BEAR LAKE	\$	105.00	5/14/2020	R
108965	WHITE BEAR LAKE ROTARY CLUB	\$	173.20	5/14/2020	R
108966	WEIDNER, ELIZABETH	\$	13.55	5/14/2020	R
108967	WEINBERGER, MARK	\$	38.05	5/14/2020	R
108968	WELCH, KATHLEEN	\$	20.00	5/14/2020	R
108969	WENZLER, BECKY	\$	32.60	5/14/2020	R
108970	WINNICK SUPPLY	\$	29.70	5/14/2020	R
108971	WISE, RHEA	\$	51.15	5/14/2020	R
108973	WL HALL COMPANY	\$	12,690.00	5/14/2020	R
108974	WOLD, EVANGELIA	\$	40.00	5/14/2020	R
108975	WOODBURY HIGH SCHOOL	\$	75.00	5/14/2020	R
108976	XIONG, GAO	\$	90.00	5/14/2020	R
108977	XIONG, KAYSA	\$	90.00	5/14/2020	R
108978	YANG, KA	\$	90.00	5/14/2020	R
108979	YANG, MAI	\$	90.00	5/14/2020	R
108980	YANG, PAO	\$	90.00	5/14/2020	R
108981	YANG, YOUA	\$	56.20	5/14/2020	R
108982	YOSHIDA, ERIN	\$	40.00	5/14/2020	R
108983	YOUNG REMBRANDTS - ARTEDUTC	\$	765.00	5/14/2020	R
108984	YUSUF, ABDULLAH	\$	21.00	5/14/2020	R
108985	RAMSEY COUNTY	\$	1,922.00	5/15/2020	R
108986	XCEL ENERGY	\$	24,268.67	5/15/2020	R
108987	GURSTEL CHARGO ATTORNEYS AT LAW	\$	317.39	5/15/2020	R
108988	MESSERLI & KRAMER PA	\$	12.28	5/15/2020	R
108989	GREATER TWIN CITIES UNITED WAY	\$	121.00	5/15/2020	R

108990 IUOE LOCAL 70	\$	1,138.37	5/15/2020 R
108991 RAUSCH, STURM, ISRAEL,	\$	215.34	5/15/2020 R
108992 SCHOOL SERVICE EMPLOYEES	\$	7,774.79	5/15/2020 R
108993 WBLA EDUCATIONAL FOUNDATION	\$	629.00	5/15/2020 R
108994 A+ DRIVING SCHOOL	\$	9,400.00	5/28/2020 R
108997 ABBOTT PAINT & CARPET INC	\$	1,506.15	5/28/2020 R
108998 AKSAMS APPRAISAL, LLC	\$	475.00	5/28/2020 R
109006 AMAZON CAPITAL SERVICES	\$	14,142.85	5/28/2020 R
109007 AMERICAN ENGINEERING TESTING	\$	6,200.00	5/28/2020 R
109008 AMPLIFY	\$	27,283.20	5/28/2020 R
109009 ANOKA-HENNEPIN SCHOOL DISTRICT	\$	800.00	5/28/2020 R
109010 APPLE COMPUTER INC	\$	1,398.99	5/28/2020 R
109011 ARCH LANGUAGE NETWORK	\$	1,365.00	5/28/2020 R
109012 ASTLEFORD INTERNATIONAL TRUCKS	\$	1,516.63	5/28/2020 R
109013 BARNETT WB CHRYSLER JEEP DODGE	\$	339.04	5/28/2020 R
109014 BATTERIES PLUS BULBS	\$	797.70	5/28/2020 R
109015 BAUDVILLE	\$	288.88	5/28/2020 R
109016 BENSON, AMANDA	\$	67.80	5/28/2020 R
109017 BEST BUY BUSINESS ADVANTAGE ACCT	\$	1,214.68	5/28/2020 R
109018 BILL WEIGEL SIGNS	\$	2,194.50	5/28/2020 R
109019 BIO CORPORATION	\$	786.33	5/28/2020 R
109020 BLICK ART MATERIALS	\$	788.35	5/28/2020 R
109021 BRISKY, ALEXANDRA	\$	47.75	5/28/2020 R
109022 BRONK, ELIZABETH	\$	30.75	5/28/2020 R
109023 BSN SPORTS	\$	1,785.00	5/28/2020 R
109024 CAPITAL ONE COMMERCIAL	\$	107.66	5/28/2020 R
109025 CAPTIVATE MEDIA & CONSULTING	\$	4,300.00	5/28/2020 R
109028 CDW GOVERNMENT INC	\$	498,108.82	5/28/2020 R
109029 CERMAK, CHRISTINE	\$	2,500.00	5/28/2020 R
109030 CHEN, WENHE	\$	49.80	5/28/2020 R
109031 CHICLANA-AYALA, MARISOL	\$	33.80	5/28/2020 R
109032 CINTAS CORP #470	\$	867.93	5/28/2020 R
109033 CL BENSEN CO., INC	\$	2,960.41	5/28/2020 R
109034 CLIFTON, SCOTT	\$	68.45	5/28/2020 R
109035 CONSTRUCTION MANAGEMENT BUILDING RESOURCES	\$	3,625.00	5/28/2020 R
109036 COMCAST	\$	589.34	5/28/2020 R
109037 COMMERCIAL KITCHEN SERVICES	\$	587.00	5/28/2020 R
109039 CONNEY SAFETY	\$	3,701.01	5/28/2020 R
109040 CONTINENTAL CLAY CO	\$	300.22	5/28/2020 R
109041 CONTINENTAL RESEARCH CORP	\$	501.25	5/28/2020 R
109042 COUNTRY VIDEO BARN	\$	95.00	5/28/2020 R
109043 COWLES, KIRSTEN	\$	29.70	5/28/2020 R
109044 CRISIS PREVENTION INSTITUTE INC	\$	150.00	5/28/2020 R
109045 CUB FOODS OF WHITE BEAR TWSHP	\$	475.25	5/28/2020 R
109046 CULLIGAN BOTTLED WATER	\$	220.30	5/28/2020 R
109047 CUMMINS NPOWER LLC	\$	301.27	5/28/2020 R
109048 CYBERSOFT PRIMEROEDGE	\$	1,255.00	5/28/2020 R

109051 DALCO CORPORATION	\$	9,086.56	5/28/2020 R
109052 DEMCO INC	\$	53.37	5/28/2020 R
109053 DESIGNER SIGN SYSTEMS INC	\$	366.00	5/28/2020 R
109054 DIEL, KRISTIN	\$	30.35	5/28/2020 R
109055 DORAN, MOLLY	\$	34.45	5/28/2020 R
109056 DEFINITIVE TECHNOLOGY SOLUTION	\$	12,994.00	5/28/2020 R
109057 DUDE SOLUTIONS	\$	11,091.92	5/28/2020 R
109058 ECKROTH MUSIC	\$	28.42	5/28/2020 R
109059 EGAN	\$	3,120.00	5/28/2020 R
109060 FENWAY INNOVATION CENTER	\$	7,650.00	5/28/2020 R
109061 FIREFLY COMPUTERS	\$	123.99	5/28/2020 R
109062 FLAGHOUSE INC	\$	322.70	5/28/2020 R
109063 FRA-DOR INC	\$	676.00	5/28/2020 R
109065 FRATTALONES HARDWARE STORES	\$	217.33	5/28/2020 R
109066 GOODIN COMPANY	\$	107.24	5/28/2020 R
109067 GOODWAY TECHNOLOGIES CORP	\$	643.95	5/28/2020 R
109068 GOPHER STATE ONE CALL	\$	340.20	5/28/2020 R
109070 GRAINGER	\$	217.72	5/28/2020 R
109071 GRESETH, JILL	\$	113.80	5/28/2020 R
109072 HILDI INC	\$	12,090.00	5/28/2020 R
109073 HOENIGSCHMIDT, KAYLEA	\$	673.75	5/28/2020 R
109074 HOGLUND BUS AND TRUCK CO	\$	737.69	5/28/2020 R
109075 HOGLUND BODY & EQUIPMENT INC	\$	2,801.80	5/28/2020 R
109076 HORWATH, CHRISTINE	\$	77.55	5/28/2020 R
109077 HUGO EQUIPMENT CO	\$	599.00	5/28/2020 R
109078 INDUSTRIAL UTILITIES INC	\$	18,270.00	5/28/2020 R
109079 INSTITUTE FOR MULTI SENSORY EDUCATION	\$	2,550.00	5/28/2020 R
109080 INTERMEDIATE DISTRICT 287	\$	6,987.54	5/28/2020 R
109081 JOHNSON, ANGELA	\$	15.60	5/28/2020 R
109082 JOHNSON, SCOTT	\$	25.50	5/28/2020 R
109083 JUNGWIRTH, MICHAEL	\$	92.05	5/28/2020 R
109084 JW PEPPER & SON INC	\$	75.50	5/28/2020 R
109085 KARANADZE, MAKI	\$	50.65	5/28/2020 R
109086 KARNI, JENNIFER	\$	21.89	5/28/2020 R
109087 KIMBALL MIDWEST	\$	1,216.99	5/28/2020 R
109088 KINNI SPORT & POWER	\$	63.15	5/28/2020 R
109089 KOCH MECHANICAL LLC	\$	5,945.92	5/28/2020 R
109090 KONICA MINOLTA PREMIER FINANCE	\$	6,837.59	5/28/2020 R
109092 KRAFT CONTRACTING & MECHANICAL	\$	12,288.89	5/28/2020 R
109093 LAKESHORE LEARNING MATERIALS	\$	1,529.48	5/28/2020 R
109094 LANGERS	\$	272.67	5/28/2020 R
109095 LANGUAGE LINE SERVICES	\$	601.15	5/28/2020 R
109096 LARSON, JOHN	\$	7.35	5/28/2020 R
109097 LEARNING OPPORTUNITIES INC	\$	193.50	5/28/2020 R
109098 LIBERTY CLASSICAL ACADEMY	\$	2,981.05	5/28/2020 R
109099 LIBRARY STORE INC	\$	939.13	5/28/2020 R
109100 L T G POWER EQUIPMENT	\$	231.09	5/28/2020 R

109101	MACINTOSH, LANETTE	\$	10.15	5/28/2020	R
109102	MACKIN EDUCATIONAL RESOURCES	\$	2,463.15	5/28/2020	R
109103	MAGNUSON, SARA	\$	43.90	5/28/2020	R
109104	MN ASSOC OF SECONDARY SCHOOL PRINCIPALS	\$	2,500.00	5/28/2020	R
109105	MCCANN, TAMARA	\$	104.35	5/28/2020	R
109106	MCDONOUGH'S WATERJETTING AND	\$	4,966.13	5/28/2020	R
109107	METRO MEALS ON WHEELS INC	\$	5,090.50	5/28/2020	R
109108	MICHAEL BASICH INC	\$	480.00	5/28/2020	R
109109	MIDWEST BUS PARTS INC	\$	228.78	5/28/2020	R
109110	MINNESOTA MOLE	\$	1,500.00	5/28/2020	R
109111	MLA	\$	27,600.00	5/28/2020	R
109112	MN HISTORICAL SOCIETY	\$	334.95	5/28/2020	R
109113	MN POLLUTION CONTROL AGENCY	\$	829.47	5/28/2020	R
109114	MONSON, PETER	\$	17.20	5/28/2020	R
109115	MUNSON, KARI LYNN	\$	11.20	5/28/2020	R
109116	NGUYEN, PHONG	\$	32.85	5/28/2020	R
109118	NORTH CENTRAL BLUE BIRD BUS SALES	\$	804.04	5/28/2020	R
109119	NORTHEAST METRO INTERMEDIATE DISTRICT 916	\$	36,631.73	5/28/2020	R
109120	NOVAK, JANICE	\$	154.00	5/28/2020	R
109121	O'NEILL ELECTRIC	\$	5,178.00	5/28/2020	R
109124	O'REILLY AUTOMOTIVE INC	\$	1,034.80	5/28/2020	R
109125	OCZAK, STEVEN	\$	12.50	5/28/2020	R
109127	OFFICE DEPOT	\$	2,436.95	5/28/2020	R
109129	OLSEN FIRE PROTECTION	\$	15,310.00	5/28/2020	R
109130	OXYGEN SERVICE CO INC	\$	75.60	5/28/2020	R
109131	PELCO CONSTRUCTION LLC	\$	4,660.00	5/28/2020	R
109132	PIERRE, VALERIE	\$	103.00	5/28/2020	R
109133	PINNACLE ENGINEERING	\$	746.25	5/28/2020	R
109134	THE PLUMBER	\$	712.00	5/28/2020	R
109135	PRAIRIE RESTORATIONS	\$	1,200.00	5/28/2020	R
109136	PRAXAIR DISTRIBUTION INC	\$	35.01	5/28/2020	R
109137	PRESS PUBLICATIONS	\$	65.66	5/28/2020	R
109138	PROFESSIONAL WIRELESS COMM	\$	1,222.29	5/28/2020	R
109139	RAMSEY COUNTY HUMAN SERVICES-CHILD CARE	\$	36.34	5/28/2020	R
109140	RED BALLOON BOOKSHOP	\$	274.95	5/28/2020	R
109141	REED-MORGAN, EDWARD	\$	165.95	5/28/2020	R
109142	THE RETROFIT COMPANIES INC	\$	195.27	5/28/2020	R
109143	RITTER, DOUGLAS	\$	10.80	5/28/2020	R
109144	ROE, ERIN	\$	840.00	5/28/2020	R
109145	ROOF SPEC INC	\$	5,383.00	5/28/2020	R
109146	RUSH, DEBRA	\$	30.65	5/28/2020	R
109147	SAFETYFIRST PLAYGROUND SURFACING LLC	\$	1,095.00	5/28/2020	R
109148	SCHILLINGER, LINDSEY	\$	6.10	5/28/2020	R
109149	SCHMITT MUSIC COMPANY	\$	1,659.53	5/28/2020	R
109150	SCHOLASTIC EQUIPMENT CO LLC	\$	869.00	5/28/2020	R
109151	SCHOOL FIX CATALOG	\$	26.75	5/28/2020	R
109152	SCHOOL HEALTH CORPORATION	\$	3,200.00	5/28/2020	R

109153 SCHOOL SPECIALTY	\$	1,170.95	5/28/2020 R
109154 SITEONE LANDSCAPE SUPPLY	\$	302.53	5/28/2020 R
109155 SMITH, DIANE	\$	85.00	5/28/2020 R
109156 SMITH, TIFFANY	\$	20.40	5/28/2020 R
109157 SOCIAL THINKING PUBLISHING	\$	209.83	5/28/2020 R
109158 SOLARWINDS	\$	902.00	5/28/2020 R
109159 SPED FORMS INC.	\$	22,986.78	5/28/2020 R
109161 STAPLES ADVANTAGE	\$	256.01	5/28/2020 R
109164 STATE SUPPLY CO	\$	2,653.53	5/28/2020 R
109165 STEVE WEISS MUSIC	\$	586.95	5/28/2020 R
109166 STOUT-WHITE, SHANA	\$	15.25	5/28/2020 R
109167 SUNDE LAND SURVEYING LLC	\$	41,500.00	5/28/2020 R
109168 SUPINSKI, MIKE	\$	400.00	5/28/2020 R
109169 SYBRANT, KAYLA	\$	20.65	5/28/2020 R
109170 TANG MATH LLC	\$	168.90	5/28/2020 R
109171 TAYLOR, LA'SONYA	\$	19.25	5/28/2020 R
109172 TEACHER SYNERGY LLC	\$	152.99	5/28/2020 R
109173 TERNES, ERIC	\$	35.85	5/28/2020 R
109174 TESSIER, KARLA	\$	16.80	5/28/2020 R
109175 TEXTBOOK WAREHOUSE INC	\$	34,790.00	5/28/2020 R
109176 THE ANTON GROUP, LLC	\$	206.25	5/28/2020 R
109177 THROENER, KRISTIN	\$	36.15	5/28/2020 R
109178 TORRADO, VANESSA	\$	19.95	5/28/2020 R
109179 TOWN LIFE	\$	1,215.00	5/28/2020 R
109180 TRADE PRESS INC	\$	4,446.77	5/28/2020 R
109181 TRANS-MISSISSIPPI BIO SUPPLY	\$	54.29	5/28/2020 R
109182 TRIO SUPPLY COMPANY	\$	504.66	5/28/2020 R
109183 TSA CONSULTING GROUP	\$	940.24	5/28/2020 R
109184 TURE, MICHELE	\$	48.20	5/28/2020 R
109185 TURFWERKS INC	\$	484.67	5/28/2020 R
109186 TURNBLAD, LISA	\$	23.40	5/28/2020 R
109187 UNITED REFRIGERATION	\$	53.86	5/28/2020 R
109188 USIC LOCATING SERVICES, LLC	\$	3,846.00	5/28/2020 R
109189 VADNAIS HEIGHTS PTO	\$	61.50	5/28/2020 R
109190 VAIL, MARCY	\$	122.95	5/28/2020 R
109191 VER-TECH INC	\$	178.15	5/28/2020 R
109192 VERKERKE, JEFFREY	\$	10.35	5/28/2020 R
109193 VEX ROBOTICS INC	\$	2,181.77	5/28/2020 R
109194 VIKING ELECTRIC SUPPLY	\$	1,352.10	5/28/2020 R
109195 WALSH, MICHAEL	\$	89.25	5/28/2020 R
109196 WALSH, TONYA	\$	6.95	5/28/2020 R
109197 WHITE BEAR DANCE CENTER	\$	585.00	5/28/2020 R
109198 WHITE BEAR LAKE (CITY OF)	\$	79.83	5/28/2020 R
109199 WILL, JENNIFER	\$	21.00	5/28/2020 R
109200 WINNICK SUPPLY	\$	114.90	5/28/2020 R
109201 WISGERHOF, MELINDA	\$	31.60	5/28/2020 R
109202 WL HALL COMPANY	\$	595.00	5/28/2020 R

109203 WOHLFEIL, KRISTINA	\$	88.50	5/28/2020 R
109205 WOLD ARCHITECTS AND ENGINEERS	\$	551,810.24	5/28/2020 R
109206 WOODMAN, ALICE	\$	25.00	5/28/2020 R
109207 XCEL ENERGY	\$	52,568.66	5/28/2020 R
109208 XIE, JIAO	\$	315.30	5/28/2020 R
109209 ZACH PETERSON PRODUCTIONS	\$	800.00	5/28/2020 R
192001045 ANDERSON, JON	\$	36.25	5/14/2020 A
192001046 BEACH, RODNEY	\$	416.90	5/14/2020 A
192001047 CAMPANARO, DEBRA	\$	37.54	5/14/2020 A
192001048 DERBY, SARA	\$	58.91	5/14/2020 A
192001049 ENGSTRAN, PAUL	\$	65.00	5/14/2020 A
192001050 ERICKSON, KRISTIN	\$	255.00	5/14/2020 A
192001051 EVERT, ELIZABETH	\$	71.00	5/14/2020 A
192001052 HAINEY, KATHLEEN	\$	180.00	5/14/2020 A
192001053 JOHNSON, KIRK	\$	18.97	5/14/2020 A
192001054 LUNDBLAD, ANGELA	\$	27.16	5/14/2020 A
192001055 LYDON, CASSANDRA	\$	79.99	5/14/2020 A
192001056 OSTERLUND, MARY	\$	24.95	5/14/2020 A
192001057 OTTAVIANI, AMY	\$	75.64	5/14/2020 A
192001058 PETERSON, CATHRYN	\$	889.68	5/14/2020 A
192001059 PONTIOUS, JODY	\$	195.00	5/14/2020 A
192001060 ROBINSON, KATHRYN	\$	61.00	5/14/2020 A
192001061 RUHLAND, JENNIFER	\$	74.80	5/14/2020 A
192001062 SCHULTE, DARRELL	\$	366.87	5/14/2020 A
192001063 SCHULTE, VANESSA	\$	82.86	5/14/2020 A
192001064 THOM, NANCY	\$	154.47	5/14/2020 A
192001065 VIAVATTINE, JOSEPH	\$	1,228.45	5/14/2020 A
192001066 ALLEN, SUSAN	\$	69.63	5/28/2020 A
192001067 DARR, SHELLY	\$	49.99	5/28/2020 A
192001068 DEEN, DENISE	\$	54.63	5/28/2020 A
192001069 DRANGE, ANGELA	\$	64.44	5/28/2020 A
192001070 EVERT, ELIZABETH	\$	150.00	5/28/2020 A
192001071 FULLEN, LESLEY	\$	103.50	5/28/2020 A
192001072 GALLATIN, EMILY	\$	126.42	5/28/2020 A
192001073 GALYON, AMY	\$	20.70	5/28/2020 A
192001074 KATH, ABBY	\$	224.25	5/28/2020 A
192001075 KLECKER, KEVIN	\$	95.14	5/28/2020 A
192001076 KOSTER, PATRICIA	\$	56.93	5/28/2020 A
192001077 LEAFBLAD, RACHEL	\$	13.80	5/28/2020 A
192001078 LEHN, BRIDGET	\$	82.00	5/28/2020 A
192001079 MARKUSON, RACHAEL	\$	19.78	5/28/2020 A
192001080 MELVIN, DAVID	\$	140.00	5/28/2020 A
192001081 MILES, STACY	\$	9.78	5/28/2020 A
192001082 MOSSER, LORI	\$	111.58	5/28/2020 A
192001083 MYERS, ANN	\$	191.31	5/28/2020 A
192001084 NACHTSHEIM, JOHN	\$	141.17	5/28/2020 A
192001085 NELSON, ANGELA	\$	542.80	5/28/2020 A

192001086 PEIRCE, SUZANNE	\$	172.50	5/28/2020 A
192001087 PEPER, ALLISON	\$	249.00	5/28/2020 A
192001088 PINNOW, PAIGE	\$	138.17	5/28/2020 A
192001089 RIEBOW, MATTHEW	\$	178.17	5/28/2020 A
192001090 SCHULTE, ALETA	\$	126.33	5/28/2020 A
192001091 SCHULTE, DARRELL	\$	302.85	5/28/2020 A
192001092 SCHWEIZER, JENNIFER	\$	106.77	5/28/2020 A
192001093 SICARD, HEIDI	\$	99.95	5/28/2020 A
192001094 SPREEMAN, MARIBETH	\$	84.95	5/28/2020 A
192001095 STREIFF OJI, CHRISTINA	\$	157.03	5/28/2020 A
192001096 THILL, MARYCLARE	\$	158.16	5/28/2020 A
192001097 WACHLAROWICZ, JOHN	\$	88.71	5/28/2020 A
192001098 SCHULTE, DARRELL	\$	152.15	5/28/2020 A
	\$	3,018,637.04	

**RESOLUTION FOR ACCEPTANCE OF GIFTS**

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

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

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

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

AGENDA ITEM: **Acceptance of Gifts**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Operational Item**

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

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Donation	Donor	Recipient
\$21.50	Becky Bertz	White Bear Lake Area Schools Nutrition Services
\$5.00	Tom Waldvogel	White Bear Lake Area Schools Nutrition Services
\$24.55	Angela Dreher	White Bear Lake Area Schools Nutrition Services
\$12.05	Jeffrey Shea	White Bear Lake Area Schools Nutrition Services
\$23.35	Jennifer Boxrud	White Bear Lake Area Schools Nutrition Services
\$39.15	Catherine Crea	White Bear Lake Area Schools Nutrition Services
\$34.95	Traci Bowermaster	White Bear Lake Area Schools Nutrition Services
\$48.30	Darrick Zarling	White Bear Lake Area Schools Nutrition Services
\$16.85	Karla Keller	White Bear Lake Area Schools Nutrition Services
\$40.60	Faith Haag	White Bear Lake Area Schools Nutrition Services
\$17.95	Kristy Rockford	White Bear Lake Area Schools Nutrition Services
\$15.80	Danielle Mead	White Bear Lake Area Schools Nutrition Services
\$5.25	Jennifer Martinson	White Bear Lake Area Schools Nutrition Services
\$73.20	Lacey Mercil	White Bear Lake Area Schools Nutrition Services
\$23.20	Meg Rapheal	White Bear Lake Area Schools Nutrition Services
\$19.75	Jodi Hawkins	White Bear Lake Area Schools Nutrition Services
\$35.05	Eric Adair	White Bear Lake Area Schools Nutrition Services

\$300 to Nutrition Services for 12 <sup>th</sup> graders with negative lunch accounts.	Carolyn Dehling	White Bear Lake Area High School – South Campus
\$10,517.90	See Attached List	White Bear Lake Area School District Senior Center

**RECOMMENDED ACTION:** Approve

## Gifts given to the White Bear Lake Area School District – Senior Center

**July, 2019 – June, 2020**

First Name	Last Name	Donate\$	Designation	in Honor of	In Memory of
Mike and Stacy	O'Fallon	\$50.00	MOW		Ialeen Granlund
Ms. Reyne M.	Rofuth	\$100.00	MOW		
Kristine E.	Craft	\$100.00	MOW		
Jerome and Monetta	Cartier	\$25.00			
F. Jan Brundige and Karen	Garvin	\$100.00			
Susanne	Meyer	\$100.00			
Andrew	Ervin	\$50.00			
Shirley	Lockbeam	\$90.00			Troy Ryan Lockbeam
Karen and Donald	Forside	\$50.00	MOW		
Karl and Yvonne	Schultz	\$25.00			
Joanne	Thornquist	\$50.00			
Mrs. Robert	Hogan	\$50.00			Bob Hogan
Donna	Goette	\$10.00	MOW		Ann Bonin
Rex & Renee	Redmer	\$25.00	MOW		
Shirley	Lockbeam	\$90.00	MOW		Troy Ryan
Bryan and Karin	McGinnis	\$50.00			
Michael & Debra	Holland	\$25.00			
Del & Debbie	Clough	\$50.00			
Shirley J	Lockbeam	\$90.00			Troy Lockbeam & Cory Loveland
Howard	Merrill	\$100.00			Ralph & Marie Merrill
Carol and Lynn	Farley	\$30.00			
Lowell	Erickson	\$25.00			
Nancy	Zabel	\$50.00	MOW		
Thomas	Adamich	\$200.00	MOW		

First Name	Last Name	Donate\$	Designation	in Honor of	In Memory of
Joan	Jungkunz	\$50.00	MOW		
Albert & Lenora (Lori)	DeBrunn	\$60.00			
Kerry & Patricia	Nelson	\$100.00			
Judith	Peters	\$50.00			
Robert & Diane	Coderre	\$100.00			
Karen M.	Nelson	\$25.00			
Larry and Bev	Carlson	\$50.00	MOW		
Thomas	Adamich	\$100.00	MOW		
Dan & Sandra	Korthuis	\$50.00			
Charlie & Jan	Roeser	\$25.00			
Anne	Weaver	\$25.00			
Lisa	Blum	\$25.00			
Kathleen & Fred	Eberwine	\$100.00			
Carrol	Knutson	\$100.00			
Margaret	Healey	\$50.00	MOW		
Judy	McCarty	\$50.00	MOW		
Victoria	Schoeller	\$50.00			
Victoria	Schoeller	\$50.00	MOW		
Sandra & John	Sutter	\$200.00			
Beverly	Flake	\$25.00			
Larry H.	Lueth	\$100.00			
Richard	Rieck	\$100.00			
Bonnie	Spivak	\$35.00			
Elwood W.	Anderson	\$50.00			
Dee	Pierce	\$200.00			James B. Pierce
	ANONYMOUS	\$6.00			
Judy	Sinclair	\$50.00			

First Name	Last Name	Donate\$	Designation	in Honor of	In Memory of
Bob and Linda	Albert	\$100.00			
Nancy	Pakko	\$200.00			Don Pakko
Fredrik A. and Sharon A.	Johnson	\$200.00			
Julie Rice and John	Barton	\$100.00			
Mike and Stacy	O'Fallon	\$50.00			Ialeen Granlund
John and Bonnie	Coghlan	\$25.00			
Charles and Gloria	Lott	\$25.00			
Mary E	Swanson	\$25.00			
Daniel	Berge	\$25.00			
Christine	Caven	\$25.00			
Susan	Clancy	\$25.00			
Jack and Nancy	Dzubnar	\$25.00			
Dick	Getchell	\$25.00			
Sandra K	Gibson	\$25.00			
Shirley	Gilbertson	\$25.00			
Barbara	Harris	\$25.00			
Russ	Isbrandt	\$25.00			
Nanette	Jones	\$25.00			
Allan and Joan	Lewison	\$25.00			
Mary C.	Lynch	\$25.00			
Ralph	Maves	\$25.00			
Diane	Roffler	\$25.00			
Sharon A	Schmidt	\$25.00			
Sally M.	Smith	\$25.00			
Rich and Fran	Smith	\$25.00			
Mary	Wolfley	\$25.00			
Al and Jeanne	Young	\$25.00			

First Name	Last Name	Donate\$	Designation	in Honor of	In Memory of
Josephine	Chervenak	\$50.00			
Paul and Connie	Dickson	\$50.00			
Barbara	Farm	\$50.00			
Lloyd and Doris	Frank	\$50.00			
Joyce A.	Hagen	\$50.00			
Lori and Dana	Klimp	\$50.00			
Kelly and Peter	Merriman	\$50.00			
Jody	Pilaczynski	\$50.00			
Robert and Carole	Przybylski	\$50.00			
Walter J (Mike)	Hooker	\$100.00			
Ann and Mike	Jorgensen	\$100.00			
Sandra	Pramann	\$100.00			
A.I.	Stege	\$100.00			
Mary Jo	Henseler	\$25.00			Cy Henseler
Robert	Lundberg	\$25.00			Janice Lundberg
Dorothy	Peters	\$25.00			Mike Gengler
Larry and Rita	Schmidt	\$25.00		Madonna Bonk	
Kay	Koehnen	\$25.00	MOW		
Janet	Bowser	\$50.00			Kenneth & Gloria Bowser
Linda	Enterline	\$50.00			Clifford Benson
Georgia L.	Haug	\$50.00			Betty Longtin
Keith and Judy	Johnstone	\$50.00			Steve and Doris Gangl
Bonnie and Joseph	Selden	\$50.00			Walter Faleide
Ruth	Zieper	\$50.00			Loved Ones
John and Diane	Madden	\$100.00	MOW		Robert & Diane Madden
Mary	Herzog	\$10.00			

First Name	Last Name	Donate\$	Designation	in Honor of	In Memory of
Bruce and Leeann	Meyer	\$20.00			
Marjil	Hoffman	\$30.00			
Gail	Stucky	\$35.00			
Kristen	Brodie	\$55.00			Edward Brodie
Corrine	Kindschy	\$10.00			
Corrine	Kindschy	\$50.00	MOW		
Willard D	Philipson	\$20.00			Richard Grabow
George and Maria	Gorbatenko	\$30.00	MOW		
Joseph	Donnelly	\$25.00			My Mother, Ann Donnelly
Gloria	Carlson	\$10.00			
David and Carol	Rankin	\$20.00			
Bart and Sharon	Benshoof	\$25.00			
Dan and Mary	Brott	\$25.00			
Carol	Carver	\$25.00			
Tom	O'Connor	\$25.00			
Eileen	Steiner	\$25.00			
Dave and Viki	Bosin	\$50.00			
Nancy and Jeff	Cottle	\$50.00			
Marjorie	Helseth	\$50.00			
Gerald and Patricia	Wilharber	\$25.00			Kathleen Wilharber
Norman I.	Christensen	\$100.00			Brother John Christensen
Charles	Coughlen, Jr.	\$300.00	MOW		
Jill	Dalhoff	\$25.00			
Ronald and Ronda	Olson	\$50.00			
Andrea	Cowell	\$20.00	MOW		Donald Rooney
Greg and Lenore	Bosch	\$50.00	MOW		Donald Rooney

First Name	Last Name	Donate\$	Designation	in Honor of	In Memory of
Jane and Edward	Toenjes	\$50.00	MOW		Donald Rooney
Family of Donald Rooney		\$475.00	MOW		Donald Rooney
Robert and Joanne	Reuter	\$25.00			
	Neighbors Helping Neighbors St. Stephens Lutheran Church	\$200.00	MOW		
Stephen and Susan	McGarthwaite	\$100.00			
Thomas	Adamich	\$100.00	MOW		
Jean	Kass	\$25.00			
Karen and Donald	Forside	\$100.00	MOW		
Earline	Lemon	\$10.00	MOW		
Earline	Lemon	\$5.00	MOW		
Andrew	Ervin	\$100.00			
Roy D.	Christensen	\$200.00			Rory D. Christensen
Gerald	Cunningham	\$5.00	MOW		
Rex	Redmer	\$20.00	MOW		
JoAnne	Hutchinson	\$25.00	MOW		Douglas Ingram
Carolyn	Kelleher	\$50.00			
Jerome and Monetta	Cartier	\$25.00			
Shirley	Lockbeam	\$90.00	MOW		Troy A. Lockbeam
Jack (John A.)	Curtis	\$25.00			Jean Curtis - my wife!
Rita & Dr. Wally	Balcerzak	\$20.00			
Gregg (Whitie) & Roxie	Johnson	\$25.00			
Marian	Vaughan	\$50.00			
Patricia	Walstad	\$91.00		Patricia's 91st Birthday on 2/28/2020	

First Name	Last Name	Donate\$	Designation	in Honor of	In Memory of
Thomas	Adamich	\$100.00	MOW		
Earline	Lemon	\$0.00	MOW		
Philip	Hobrough	\$10.00	MOW		
Gerhardt	Pareigat	\$40.00	MOW		Doug Ingram
Erling and Marilyn	Eibs	\$50.00	MOW		Doug Ingram
Emmie	Ingram	\$185.00	MOW		Doug Ingram (spouse)
Rex	Redmer	\$20.00	MOW		
Margaret & John	Jones	\$30.00			
Karen M.	Nelson	\$25.00			
Don and Donna	Landsverk	\$50.00			
Shirley	Lockbeam	\$100.00	where needed		
Delpha	Close	\$25.00			
Lisa	Skifton	\$25.00	MOW		Robert Zajac
Frances	Pilarski	\$100.00	MOW		Robert Zajac
Geraldine Karakas-Moen & Marcia	Karakas	\$30.00	MOW		Robert Zajac
Bob and Vera	Mathson	\$25.00	MOW		Robert Zajac
Jack and Nancy	Held	\$10.00	MOW		Robert Zajac
Janice	Olesen	\$60.00	MOW		Robert Zajac
Kathleen	Zajac	\$50.00	MOW		Robert Zajac (spouse)
Jon & Christine	Anderson	\$30.00	MOW		Robert Zajac
Beverly	Renken	\$25.00	MOW		Robert Zajac
John	Riehle	\$25.00	MOW		Robert Zajac
Rosetta	Mason	\$20.00	MOW		Robert Zajac
Joan	Henry	\$16.90	MOW		
Philip and Deloros	Hobrough	\$25.00	MOW		
Earline	Lemon	\$20.00	MOW		

<b>First Name</b>	<b>Last Name</b>	<b>Donate\$</b>	<b>Designation</b>	<b>in Honor of</b>	<b>In Memory of</b>
Thomas	Adamich	\$100.00	MOW		
Dan & Sandra	Korthuis	\$800.00	MOW		
Judith	Peters	\$50.00	MOW		
Jogn	Fortier	\$50.00	MOW		
Lisa	Blum	\$50.00	MOW		
Darlene	Christenson	\$25.00	MOW		
Larry & Lois	Lueth	\$100.00	MOW		
Lois	Hendricks	\$25.00	MOW		
Rita & Troy	Renslow	\$100.00	MOW		
Nancy & Thomas	Huberty	\$100.00	MOW		
Karen	Garvin	\$100.00	MOW		
Michael	Marttila	\$30.00	MOW		
Mrs. Blandine	Hogan	\$50.00	MOW		
Steven & Kristine	Longhenry	\$40.00	MOW		
Dawn	Rosvold	\$50.00	MOW		
Charles & Gloria	Lott	\$25.00	MOW		
Joseph	Mikacevich	\$25.00	MOW		
Anne	Weaver	\$50.00	MOW		
Bryan & Karin	McGinnis	\$75.00	Senior Center		
Martin & Jean	Annoni	\$100.00	MOW		
John	Mayou	\$25.00	MOW		
Martha	Cunningham	\$250.00	MOW		
Thomas	Scott	\$50.00	MOW		
Larry & Beverly	Carlson	\$50.00	MOW		
William	Foussard	\$50.00	MOW		
Janet	Peterson	\$100.00	MOW		
Betty	Pelletier	\$15.00	MOW		
Charlie & Jan	Roeser	\$20.00	MOW		

First Name	Last Name	Donate\$	Designation	in Honor of	In Memory of
Michzael & Annette	Dittmann	\$50.00	MOW		Arlin, Romona & Dan Dittman
Margo	Decker-Mingo	\$50.00	MOW		
Daniel & Marilyn	Ferlic	\$200.00	MOW		
Clifford	Tower	\$80.00	MOW		
Carolyn	Lau	\$25.00	MOW		
Mary J.	Ross	\$100.00	MOW		
Reyne	Rofuth	\$100.00	MOW		
Irene	Crisman	\$25.00	MOW		
Kristine	Craft	\$100.00	MOW		
Philip	Horbrough	\$20.00	MOW		
Mary Jo	Henseler	\$25.00	MOW		Cy Henseler
Edwin	Schmidt	\$300.00	MOW		
Elwood	Anderson	\$50.00	MOW		
Bob & Linda	Albert	\$100.00	MOW		
Ellen	Maas	\$25.00	MOW		
John & Bonnie	Coghlan	\$25.00	MOW		
Rosella	Douglas	\$20.00	MOW		
Cindy	Collova	\$50.00	MOW		
JoAnne	Lemay	\$25.00	MOW		
Linda	Manders	\$100.00	MOW		
William & Georgia	ANderson	\$50.00	MOW		
Glen & Joanne	Alstad	\$100.00	MOW		
Mary	Munger	\$20.00	MOW		
Carolyn	Farley	\$25.00	MOW		
Kathleen	Hill	\$50.00	MOW		
Barbara	McPartlin	\$50.00	MOW		
Kathleen	Jurek	\$50.00	MOW		

First Name	Last Name	Donate\$	Designation	in Honor of	In Memory of
Karen	Garvin	\$100.00	MOW		
Mike & Vera	Jansen	\$50.00	MOW		
Richard & Kazue	Amey	\$50.00	MOW		
Juliane	Williams	\$25.00	MOW		
Ronald & Madonna	Ray	\$25.00	MOW		
Margaret	Newmaster	\$25.00	MOW		
Hugo Lions Club		\$250.00	MOW		
Keith & Leah	Smelser	\$25.00	MOW		
Kathy & Fred	Emerwine	\$100.00	MOW		
Bonnie	Braasch	\$50.00	MOW		Leona & Richard Stachowiak
Sandra	Fiedler	\$50.00	MOW		
Linda	Wolf	\$100.00	MOW		
Mary	Swanson	\$25.00	MOW		
Vadnais Heights Lions Club		\$1,000.00	MOW		
Vadnais Heights Lions Club		\$2,500.00	MOW		
<b>TOTAL</b>		<b>\$10,517.90</b>			

**RESOLUTION FOR HUMAN RESOURCES ITEMS**

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

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

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

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

**RESIGNATION/TERMINATION/NON-RENEWAL– CLASSIFIED STAFF**

**KRISTINE ANDERSON** –Health Assistant, Matoska Elementary  
Employed by District 624 since 09/24/2012  
Effective Date: 06/05/2020

**KATHERINE PEPER** –Health Assistant, Lincoln Elementary  
Employed by District 624 since 08/23/2019  
Effective Date: 06/05/2020

**RESIGNATION/TERMINATION/NON-RENEWAL– CERTIFIED STAFF**

**JENNIFER TANTTU**–School Nurse, WBLAHS – South Campus  
Employed by District 624 since 09/04/2018  
Effective Date: 06/08/2020

**CHRISTINE WAINIO**–Preschool Teacher, Tamarack  
Employed by District 624 since 09/04/2015  
Effective Date: 06/30/2020

**LAURA WILLIAMS**–Special Education Teacher, Otter Lake Elementary  
Employed by District 624 since 01/06/2020  
Effective Date: 06/08/2020

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

**JOHN LARSON**–Assistant Director of Student Support Services, District Center  
Employed by District 624 since 07/16/2019  
Effective Date: 06/30/2020

**SARA PAUL**–Assistant Superintendent for Teaching and Learning, District Center  
Employed by District 624 since 07/14/2014  
Effective Date: 06/30/2020

**RETIREMENT– CLASSIFIED STAFF**

**DEBRA CURRIER**– Pupil Support Assistant, Lincoln Elementary  
Employed by District 624 since 09/05/2000  
Effective Date: 06/05/2020

**GARY CURRIER**– Bus Driver, Bus Garage  
Employed by District 624 since 12/12/2016  
Effective Date: 06/05/2020

**DAVID MELLGREN**– Bus Aide, Bus Garage  
Employed by District 624 since 04/18/2005  
Effective Date: 05/08/2020

**RETIREMENT– CERTIFIED STAFF**

**JOSEPH CHRISTENSEN**– Social Studies Teacher, WBLAHS – North Campus  
Employed by District 624 since 08/21/1997  
Effective Date: 06/30/2020

**KARLA KELLER**– 1<sup>ST</sup> Grade Teacher, Birch Lake Elementary  
Employed by District 624 since 09/02/1978  
Effective Date: 10/16/2020

**CHANGE IN ASSIGNMENT – CLASSIFIED STAFF**

**MONICA SCHLAIS** – From Instructional Assistant, Sunrise Middle School  
To Pupil Support Assistant, Central Middle School  
\$21.12 per hr., 32.5 hrs. per week, \$24,984.96  
Effective Date: 2020-2021 School Year

**CHANGE IN ASSIGNMENT – NON-AFFILIATED STAFF**

**KEVIN FERNANDEZ** – From Grounds Supervisor, Bus Garage  
To Construction Project Manager, District Center  
\$82,500.00  
Effective Date: 07/06/2020

**FULL TIME LEAVE REQUEST – CERTIFIED STAFF**

**DANIEL BARRETT**– Grade 4 Teacher, Oneka Elementary  
Employed by District 624 since 08/22/2016  
Effective Date: 08/31/2020 through 09/30/2020

**SUSAN WELSH**– Grade 2 Teacher, Otter Lake Elementary  
Employed by District 624 since 09/16/1991  
Effective Date: 01/08/2020 through 06/08/2020

**NEW PERSONNEL – CLASSIFIED STAFF**

**ASHLIE ANZEL**– Administrative Assistant - Principal, WBLAHS – South Campus  
\$21.37 per hr., 40 hrs., per week, \$44,449.60  
Effective Date: 07/01/2020

<b>NEW PERSONNEL – CERTIFIED STAFF</b>
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**EMILY ANDERSON**– Language Arts Teacher, Central Middle School  
BA Step 1, \$45,659.00  
Effective Date: 2020-2021 School Year

**LISA CHEVALIER**– Special Education Teacher, Willow Elementary  
MA Step 1, \$50,061.00  
Effective Date: 2020-2021 School Year

**DANIEL GRAY**– Special Education Teacher, Sunrise Park Middle School  
MA Step 11, \$72,129.00  
Effective Date: 2020-2021 School Year

**BRITTANY JOHANNSEN**– EL Teacher, Vadnais Heights Elementary  
BA+45 Step 7, \$56,865.00  
Effective Date: 2020-2021 School Year

**ROSS LEFEBVRE**– Physical Education Teacher, Central Middle School  
BA Step 2, \$46,577.00  
Effective Date: 2020-2021 School Year

**ANTHONY MCNEELY**– Language Arts Teacher, Central Middle School  
BA Step 4, \$48,494.00  
Effective Date: 2020-2021 School Year

**JULIE NELSON**– Instructional Coach, Lincoln Elementary  
MA+15, Step 12, \$76,781.00 plus 10 days  
Effective Date: 2020-2021 School Year

**TARA OSTENDORF**– Special Education Teacher, Otter Lake Elementary  
BA Step 1, \$45,659.00  
Effective Date: 2020-2021 School Year

**SUMMER PARZYCK**– 1<sup>st</sup> Grade Teacher, Birch Lake Elementary  
BA Step 1, \$38,363.68  
Effective Date: 10/19/2020

**KARRISA RANKIN**– Language Arts Teacher, Central Middle School  
BA Step 2, \$46,577.00  
Effective Date: 2020-2021 School Year

**JENNA WAKEFIELD**– Special Education Teacher, Central Middle School  
BA+60 Step 2, \$50,629.00  
Effective Date: 2020-2021 School Year

<b>NEW PERSONNEL – PROFESSIONAL STAFF</b>
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**ALISON GILLESPIE**– Assistant Superintendent for Teaching and Learning, District Center  
\$163,812.00  
Effective Date: 07/01/2020

<b>LONG TERM SUBSTITUTE – CERTIFIED STAFF</b>
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**JESSICA PETRIK** – 3<sup>rd</sup> Grade Teacher, Vadnais Heights Elementary  
BA, Step 2, \$46,577.00  
Effective Date: 2020-2021 School Year

**BRANDON SEARLES** – Social Studies Teacher, Central Middle School  
BA+45, Step 1, \$48,493.00  
Effective Date: 2020-2021 School Year

# **B. PUBLIC FORUM**

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

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

# **C. INFORMATION ITEMS**

AGENDA ITEM: **Update on Summer Programming**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Informational Item**

CONTACT PERSON(S): **Tim Maurer, Director of Community Services and Recreation; Brian Peloquin, Activities Director, Seth Salenger, Summer School & Credit Recovery Coordinator for High School**

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**BACKGROUND:**

Mr. Maurer, Mr. Peloquin, & Mr. Salenger will provide information and updates pertaining to upcoming summer programming opportunities available through Community Services & Recreation and White Bear Lake Area High School Athletics & Activities.

# Summer Programming Update



*Tim Maurer - Director of Community Services and Recreation*

*Brian Peloquin - Director of Student Activities*

*Seth Salenger - High School Summer School & Credit Recovery Coordinator*



## Community Services & Recreation

- What's happening for youth this summer:
  - Early Childhood
    - Getting Ready for Kindergarten - July
  - Summer Extended Day & FLEX School-Age Care Programs
  - Youth Enrichment
    - Virtual Program Offerings & Take-Home Kits
    - Driver's Education
    - In-Person Robotics & Arts Enrichment
  - Summer Sports Camps
    - Tennis - North Campus
    - Boys Basketball (South Campus) & Girls Basketball Camp (North Campus)
    - Volleyball - Sunrise Middle School
  - "Summer U" Summer School Program
    - Guidance provided for an approved in-person & distance learning models
    - Planning team will reconvene later this month to determine the best approach
    - Program likely to be offered in late July or early August





## Community Services & Recreation

- What's happening for adults this summer:
  - Adult Enrichment
    - Online enrichment opportunities
  - Senior Programming
    - Meals on Wheels - 120 new clients since mid-March COVID
    - Virtual connections
  - Adult Basic Education
    - Distance learning model remains in place
    - Hybrid model allowing in-person classes in development with hopes to implement later this summer.
  - Facility Use
    - Outdoor fields available for reservation with proper return to play plan provided to show how they are following MDH Summer Programming Guidelines



## How Programming Will Look Differently This Summer

- What can participants expect to see:
  - All programs adapted to meet MN Department of Health Social Distancing Guidelines
  - Daily health screening procedures and check-in process upon entering buildings or outdoor programming
    - Specific entry and exit procedures for drop-off and pick-up
    - Contact tracing protocols
  - Group sizes limited to a 1:9 ratio
  - Same groups while in programming all summer
  - Staggered and spaced transition times
  - All sport camps are contactless
  - Updated cleaning and sanitizing procedures
- Extended Day & FLEX Sites
  - Hugo - PreK-2nd Grade
  - Oneka - 3rd-6th Grade
  - Lakeaires - PreK-5th Grade
  - Otter Lake - K-8th Grade (FLEX Site)(Youth Enrichment Site)
  - Willow Lane - K-8th Grade (FLEX Site)





## Participation Data

<u>2019</u>	<u>2020</u>
<ul style="list-style-type: none"> <li>Extended Day &amp; FLEX <ul style="list-style-type: none"> <li>Extended Day: 474 contracts</li> <li>FLEX: 159 contracts</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Extended Day &amp; FLEX <ul style="list-style-type: none"> <li>Extended Day: 349 contracts</li> <li>FLEX: 52 contracts</li> <li>243 participants withdrew due to COVID related reasons</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Youth Enrichment <ul style="list-style-type: none"> <li>985 participants</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Youth Enrichment <ul style="list-style-type: none"> <li>120 currently</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Summer Camps <ul style="list-style-type: none"> <li>715 participants</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Summer Camps <ul style="list-style-type: none"> <li>140 currently</li> </ul> </li> </ul>



## High School Athletics & Activities

- What's happening this summer
  - Summer practices
  - Summer Strength and Conditioning
- Programming Starts June 15th
  - Consistent protocols in place with Community Ed
- Summer Practices
  - Coaches working with their current athletes
  - MDH and CDC guidelines are being followed
- Summer Strength and Conditioning
  - Third party ETS is running this
  - They have strict protocols in place to ensure safety measures exceed MDH and CDC guidelines





## High School Athletics & Activities

- What's not happening this summer
  - Sports that involve contact
    - Football, Wrestling
  - Sports that take place in non-district locations
    - Boys Hockey, Swim and Dive



## Summer Meal Program Nutrition Services

- Meal pick-up locations are on Wednesdays through June.
- Each meal bag will contain at least 5 breakfasts and 5 lunches. No sign up required.
- Pick-Up locations are listed below.

<u>School Site Pick-Up Locations</u>	<u>Neighborhood Meal Pick-Up Locations</u>
<ul style="list-style-type: none"> <li>• Wednesdays in June               <ul style="list-style-type: none"> <li>◦ Time: 9:30-10:30 a.m.</li> <li>◦ Locations:                   <ul style="list-style-type: none"> <li>■ Oneka Elementary</li> <li>■ Otter Lake Elementary</li> <li>■ Willow Lane Elementary</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Wednesdays in June               <ul style="list-style-type: none"> <li>◦ Time: 8:45-9:45 a.m.</li> <li>◦ Locations:                   <ul style="list-style-type: none"> <li>■ Hugo: 15057 Forest Blvd N</li> <li>■ Maplewood: 1053 County Rd D E</li> <li>■ Vadnais Heights: 200 Mayfair Rd</li> <li>■ White Bear Lake:                       <ul style="list-style-type: none"> <li>◦ 3521 Century Ave N</li> <li>◦ 3149 McKnight Rd N</li> <li>◦ 1634 9th St</li> <li>◦ 1805 Cedar Ave</li> </ul> </li> </ul> </li> </ul> </li> </ul>

## Summer School 2020: Distance Learning

- We will be holding class every 30 minutes, so at 9:00, 9:30, 10:00 and work seminar at 10:30.
- This is time to connect with students, give instructions, answer any pressing questions and take real-time attendance.
- Paras and Promise Fellows in every class to support kids and learning
- Technology has been amazing working with us to make sure all kids have access to the tech they need and support over the summer
- We are lucky to still have Paras, EL teacher, SPED, Chemical Health, and Promise Fellows...

## Summer School 2020: Distance Learning

- Start Monday June 8th and end Friday June 26th, run Mon-Fri
- 350 Initially referred and over 150 enrolled...this is on much higher than previous year for referrals and on par for enrollment
- Less out of WBLAHS students this year than previous years
- New Work Experience Program taking shape due to MDE guidelines on worksite visits
- Summer Trades Academy is up and running and will be going strong

THE END

AGENDA ITEM: **Superintendent's Report**

MEETING DATE: **June 8, 2020**

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 201, Legal Status of the School Board**  
MEETING DATE: **June 8, 2020**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

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**BACKGROUND:**

School Board Policy 201, Legal Status of the School Board, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy was to capitalize School Board.

The purpose of this policy is the care, management and control of the schools is vested by statutory and constitutional authority in the School Board. The School Board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties and powers of the School Board in carrying out its mission.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: November 13, 1995*  
*Revised: September 13, 1999*  
*Revised: September 10, 2001*  
*Revised: November 8, 2010*  
*Revised: November 13, 2017*

## *White Bear Lake Area School Board Policy 201*

### **201 LEGAL STATUS OF THE SCHOOL BOARD**

#### **I. PURPOSE**

The care, management and control of the schools is vested by statutory and constitutional authority in the ~~school board~~ **School Board**. The ~~school board~~ **School Board** shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties and powers of the ~~school board~~ **School Board** in carrying out its mission.

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

- A. The ~~school board~~ **School Board** is the governing body of the school district. As such, the ~~school board~~ **School Board** has responsibility for the care, management, and control over public schools in the school district.
- B. Generally, elected members of the ~~school board~~ **School Board** have binding authority only when acting as a ~~school board~~ **School Board** legally in session, except where specific authority is provided to ~~school board~~ **School Board** members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual ~~school board~~ **School Board** member unless the action is specifically directed or authorized by the ~~school board~~ **School Board**.

#### **III. DEFINITION**

“School Board” means the governing body of the school district.

#### **IV. ORGANIZATION AND MEMBERSHIP**

- A. The membership of the ~~school board~~ **School Board** consists of seven elected directors. The term of office is four years.
- B. There may be other ex officio members of the ~~school board~~ **School Board** as provided by law. The superintendent is an ex officio member.
- C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the ~~school board~~ **School Board**.

## V. POWERS AND DUTIES

- A. The ~~school board~~ School Board has powers and duties specified by statute. The ~~school board's~~ School Board's authority includes implied powers in addition to specific powers granted by the legislature.
- B. The ~~school board~~ School Board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.
- C. The ~~school board~~ School Board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.
- D. The ~~school board~~ School Board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.
- E. The ~~school board~~ School Board, among other duties, shall perform the following in accordance with applicable law:
  - 1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;
  - 2. conduct the business of the schools and pay indebtedness and proper expenses;
  - 3. approve contracts with necessary qualified teachers and discharge the same for cause;
  - 4. provide services to promote the health of its pupils;
  - 5. provide school buildings and erect needed buildings;
  - 6. purchase, sell, lease and exchange school district property and equipment as deemed necessary by the ~~school board~~ School Board for school purposes;
  - 7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;
  - 8. employ and discharge necessary employees and contract for other services;
  - 9. provide for transportation of pupils to and from school, as governed by statute; and

10. procure insurance against liability of the school district, its officers and employees.

F. The ~~school board~~ **School Board**, at its discretion, may perform the following:

1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs and intersession classes of flexible school year programs;
2. furnish school meals for pupils and teachers on such terms as the school board determines;
3. enter into agreements with one or more other school districts to provide for agreed upon educational services;
4. lease rooms or buildings for school purposes;
5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;
6. authorize co-curricular and extracurricular activities;
7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and
8. perform other acts as the ~~school board~~ **School Board** shall deem to be reasonably necessary or required for the governance of the schools.

***Legal References:*** Minn. Stat. § 123A.22 (Cooperative Centers)  
Minn. Stat. § 123B.02 (General Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.14 (School District Officers)  
Minn. Stat. § 123B.23 (Liability Insurance)  
Minn. Stat. § 123B.49 (Co-curricular and Extracurricular Activities; Insurance)  
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)  
Minn. Stat. § 123B.85 (definition)  
*Jensen v. Indep. Consol. Sch. Dist. No. 85*, 160 Minn. 233, 199 N.W. 911 (1924)

***Cross References:*** WBLASB Policy 101 (Legal Status of the School District)  
WBLASB Policy 202 (School Board Officers)  
WBLASB Policy 203 (Operation of the School Board-Governing Rules)  
WBLASB Policy 205 (Open Meetings and Closed Meetings)

MSBA Service Manual, Chapter 1, School District Governance, Powers  
and Duties

AGENDA ITEM: **Policy 202, School Board Officers**  
MEETING DATE: **June 8, 2020**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

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**BACKGROUND:**

School Board Policy 202, School Board Officers, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy was to capitalize School Board, Chair, Vice-Chair, Treasurer and Clerk.

School Board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: November 13, 1995*

***White Bear Lake Area School Board Policy 202***

*Revised: November 8, 2007*

*Revised: November 8, 2010*

*Revised: October 8, 2012*

*Revised: July 10, 2017*

## **202 SCHOOL BOARD OFFICERS**

### **I. PURPOSE**

School ~~board~~ Board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

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

- A. The ~~school board~~ School Board shall meet annually and organize by selecting a eChair, a eClerk, a eTreasurer, and such other officers as determined by the ~~school board~~ School Board. At its option, the ~~school board~~ School Board may appoint a eVice-eChair to serve in the temporary absence of the eChair.
- B. The ~~school board~~ School Board shall appoint a superintendent who shall be an ex officio, nonvoting member of the ~~school board~~ School Board.

### **III. ORGANIZATION**

The ~~school board~~ School Board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a eChair, eVice-eChair, eClerk, eTreasurer, and such other officers as determined by the ~~school board~~ School Board. These officers shall hold office for one-year and until their successors are elected and qualify.

- A. The persons who perform the duties of eClerk and treasurer need not be members of the school board.
- B. The ~~school board~~ School Board by resolution may combine the duties of the offices of eClerk and treasurer in a single person in the office of business affairs.

### **IV. OFFICER'S RESPONSIBILITIES**

- A. Chair.
  - 1. The eChair when present shall preside at all meetings of the ~~school board~~ School Board, countersign all orders upon the eTreasurer for claims allowed by the ~~school board~~ School Board, represent the school district in all actions and perform all duties a eChair usually performs.

2. In case of absence, inability, or refusal of the eClerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the eChair may draw the orders, or the office of the eClerk may be declared vacant by the eChair and tTreasurer and filled by appointment.

B. Treasurer.

1. The tTreasurer shall deposit the funds of the school district in the official depository.
2. The tTreasurer shall make all reports which may be called for by the school-board School Board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the tTreasurer, the tTreasurer shall receive, endorse, and process the orders in accordance with Minn. Stat. § 124.06.

C. Clerk.

1. The eClerk shall keep a record of all meetings in the books provided.
2. ~~Within three days after an election, the clerk shall notify all persons elected of their election.~~
3. On or before September 15 of each year, the eClerk or designee shall:
  - a. file with the school-board School Board a report of the revenues, expenditures and balances in each fund for the preceding fiscal year.
  - b. make and transmit to the Commissioner of the Minnesota Department of Education certified reports, showing:
    - (1) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
    - (2) length of school term and enrollment and attendance by grades; and
    - (3) other items of information as called for by the commissioner.
4. The eClerk or designee shall ensure that all records required are maintained as required by statute including the proceedings of any meeting, and an itemized account of all expenses of the school district.

5. The eClerk or designee shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
6. The eClerk or designee shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The eClerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
8. The eClerk shall perform the duties of the chair in the event of the chair's and vice-chair's temporary absences.

D. Vice-Chair

The vVice-eChair shall perform the duties of the eChair in the event of the eChair's temporary absence.

E. Superintendent.

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
  - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;
  - b. recommend to the school board employment and dismissal of teachers;
  - c. annually evaluate each school principal assigned responsibility for supervising a school building within the district;
  - d. superintend school grading practices and examinations for promotions;
  - e. make reports required by the commissioner; and
  - f. perform other duties prescribed by the school board School Board.

**Legal References:** Minn. Stat. § 123B.12 (Finance)  
Minn. Stat. § 123B.14 (Officers)

Minn. Stat. § 123B.143 (Superintendent)  
Minn. Stat. § 126C.17 (Referendum Revenue)  
Minn. Stat. Ch. 205A (School District Elections)

***Cross References:*** WBLASB Policy 101 (Legal Status of the School District)  
WBLASB Policy 201 (Legal Status of the School Board)  
WBLASB Policy 203 (Operation of the School Board-Governing Rules)  
MSBA/MASA Service Manual, Chapter 1, School District Governance,  
Powers and Duties

AGENDA ITEM: **Policy 203, Operation of the School Board –  
Governing Rules**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Discussion Item**

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

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**BACKGROUND:**

School Board Policy 203, Operation of the School Board – Governing Rules, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy was to capitalize School Board.

The purpose of this policy is to provide governing rules for the conduct of meetings of the School Board school.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: November 13, 1995*  
*Revised: November 8, 2010*  
*Revised: November 13, 2017*

*White Bear Lake Area School Board Policy 203*

## **203 OPERATION OF THE SCHOOL BOARD — GOVERNING RULES**

### **I. PURPOSE**

The purpose of this policy is to provide governing rules for the conduct of meetings of the ~~school board~~ **School Board**.

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

An orderly ~~school board~~ **School Board** meeting allows ~~school board~~ **School Board** members to participate in discussion and decision of school district issues. Rules of order allow ~~school board~~ **School Board** members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

### **III. RULES OF ORDER**

Rules of order for ~~school board~~ **School Board** meetings shall be as follows:

- A. Minnesota statutes where specified;
- B. Specific rules of order as provided by the ~~school board~~ **School Board** consistent with Minnesota statutes; and
- C. *Robert's Rules of Order*, Revised (latest edition) where not inconsistent with A and B above.

***Legal References:*** Minn. Stat. § 123B.09, Subds. 6, 7 and 10 (School Board Matters)  
Minn. Stat. § 123B.14 (Officers)  
Minn. Stat. Ch. 13D (Open Meeting Law)

***Cross References:***

AGENDA ITEM: **Policy 203.2, Order of the Regular School Board Meeting**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Discussion Item**

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

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**BACKGROUND:**

School Board Policy 203.2, Order of the Regular School Board Meeting, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy was to capitalize School Board.

The purpose of this policy is to ensure consistency in the order of business at regular School Board meetings.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: January 24, 2000*  
*Revised: November 8, 2007*  
*Revised: February 13, 2017*

*White Bear Lake Area School Board Policy 203.2*

## **203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING**

### **I. PURPOSE**

The purpose of this policy is to ensure consistency in the order of business at regular sSchool bBoard meetings.

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

It is the policy of the sSchool bBoard to consider matters that come before it in a consistent and orderly manner.

### **III. ORDER**

A. The sSchool bBoard shall conduct an orderly sSchool bBoard meeting. The sSchool bBoard will, at all regular sSchool bBoard meetings, follow an agenda order similar to:

1. Call to order
2. Approval of agenda
3. Consent agenda
  - a) Approval of minutes
  - b) Payment of invoices
  - c) Correspondence
  - d) Acceptance of gifts
  - e) Field trip request
  - f) Personnel Items
4. Public Forum
5. Information Items
6. Discussion Items
7. Operational Items
8. Board Forum.
9. Adjournment

- B. The School Board may depart from the order of business with the consent of the majority of members present.

***Legal References:*** Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

***Cross Reference:*** WBLASB Policy 203 (Operation of the School Board - Governing Rules)  
WBLASB Policy 203.5 (School Board Meeting Agenda)  
WBLASB Policy 203.6 (Consent Agenda For Regular School Board Meetings)

AGENDA ITEM: **Policy 203.5, School Board Meeting Agenda**  
MEETING DATE: **June 8, 2020**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

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**BACKGROUND:**

School Board Policy 203.5, School Board Meeting Agenda, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy was to capitalize School Board and Chair.

The purpose of this policy is to provide procedures for the preparation of the School Board meeting agenda to ensure that the School Board can accomplish its business as efficiently and expeditiously as possible.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: January 24, 2000*  
*Revised: November 8, 2004*  
*Revised: March 9, 2009*  
*Revised: November 8, 2010*  
*Revised: November 11, 2013*

*White Bear Lake Area School Board Policy 203.5*

## **203.5 SCHOOL BOARD MEETING AGENDA**

### **I. PURPOSE**

The purpose of this policy is to provide procedures for the preparation of the **sSchool bBoard** meeting agenda to ensure that the **sSchool bBoard** can accomplish its business as efficiently and expeditiously as possible.

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

~~It is the~~ The policy of the **sSchool bBoard** is that **sSchool bBoard** meetings shall be conducted in a manner that allows the **sSchool bBoard** to accomplish its business while allowing reasoned debate and discussion of agenda items.

### **III. PROCEDURES**

- A. While all **sSchool bBoard** members may provide input, it shall be the responsibility of the **sSchool bBoard eChair** and superintendent to develop, prepare, and arrange the order of ~~items for the~~ tentative school board meeting agenda for each **sSchool bBoard** meeting.
- B. Persons wishing to place an item on the agenda must make a request to the **sSchool bBoard eChair** or superintendent in a timely manner. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired and pertinent background information. The **eChair** and superintendent shall determine whether to place the matter on the tentative agenda.
- C. The tentative agenda and supporting documents shall be sent to the **sSchool bBoard** members at least 3 days prior to the scheduled **sSchool bBoard** meeting.
- D. Except for added agenda items addressed in III.B. above, items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the **sSchool bBoard** meeting shall include a description of the item.
- E. At least one copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the **sSchool bBoard** or ~~its~~ **district** employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) available in the meeting room to all members shall be available in the meeting room for inspection by the public while the **sSchool bBoard** considers the subject matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

**Legal References:** Minn. Stat. 13D.01, Subd. 6 (Open Meeting Law)  
Minn. Stat. 123B.09, Subd. 7 (School Board Powers)  
Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)  
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)

***Cross Reference:*** WBLASB Policy 203 (Operation of the School Board - Governing Rules)  
WBLASB Policy 203.2 (Order of the Regular School Board Meeting)  
WBLASB Policy 203.6 (Consent Agenda)  
WBLASB Policy 204 (School Board Meeting Minutes)  
WBLASB Policy 207 (Public Hearings)

AGENDA ITEM: **Policy 203.6, Consent Agenda**  
MEETING DATE: **June 8, 2020**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

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**BACKGROUND:**

School Board Policy 203.6, Consent Agenda, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy were minor changes.

The purpose of this policy is to allow the use of a consent agenda.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: May 18, 1996*  
*Revised: July 15, 2002*  
*Revised: May 12, 2008*  
*Revised: February 13, 2017*

*White Bear Lake Area School  
District #624 Policy 203.6*

## **203.6 CONSENT AGENDA**

### **I. PURPOSE**

The purpose of this policy is to allow the use of a consent agenda.

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

In order for a more efficient administration of School Board meetings, the School Board may elect to use a consent agenda for the passage of noncontroversial items of a similar nature.

### **III. PROCEDURES**

- A. The superintendent, in consultation with the School Board ~~e~~**C**hair, may place items on the consent agenda. By using a consent agenda, the School Board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.
- B. Consent items are those which usually do not require discussion or explanation prior to School Board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.
- C. Items shall be removed from the consent agenda ~~by a~~ **upon** timely request by an individual School Board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the School Board. An item removed from the consent agenda will then ~~by~~ **be** discussed and acted on separately immediately following the consideration of the consent agenda.
- D. Consent agenda items are approved in mass by one vote of the School Board. The consent agenda items shall be separately recorded in the minutes.

*Legal References:*

*Minn. Stat. 123B.09, Subd. 7 (School Board Powers)*

*Cross Reference:*

*WBLASB Policy 203.2 (Order of the Regular School Board Meeting)*

*WBLASB Policy 203.5 (School Board Meeting Agenda)*

*WBLASB Policy 204 (School Board Meeting Minutes)*

AGENDA ITEM: **Policy 204, School Board Meeting Minutes**  
MEETING DATE: **June 8, 2020**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

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**BACKGROUND:**

School Board Policy 204, School Board Meeting Minutes, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes were capitalizing School Board and changing journal to minute book.

The purpose of this policy is to establish procedures relating to the maintenance of records of the School Board and the publication of its official proceedings.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: November 13, 1995*  
*Revised: May 9, 2005*  
*Revised: March 9, 2009*  
*Revised: February 13, 2017*

*White Bear Lake Area School Board Policy 204*

## **204 SCHOOL BOARD MEETING MINUTES**

*[Note: The provisions of this policy are required by statute.]*

### **I. PURPOSE**

The purpose of this policy is to establish procedures relating to the maintenance of records of the sSchool bBoard and the publication of its official proceedings.

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

~~It is the~~ The policy of the school district ~~is~~ to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

### **III. MAINTENANCE OF MINUTES AND RECORDS**

A. The School Board clerk shall keep and maintain permanent records of the sSchool bBoard, including records of the minutes of sSchool bBoard meetings and other required records of the sSchool bBoard. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a ~~journal~~ minute book kept for that purpose. Public records maintained by the school district shall be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared, and posted on the school district website. Minutes of a sSchool bBoard meeting shall be approved or modified by the sSchool bBoard at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

#### **B. Recordings of Closed Meetings**

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.
2. Recordings of closed meetings shall be preserved by the school district for the following time periods:

- a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.
  - b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.
  - c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
  - d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.
  - e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected nonpublic data that is not accessible by the public or any subject of the data, with the following exceptions:
- a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.
  - b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.
  - c. Recordings of any other closed meetings shall be classified and/or released as required by court order.
4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as nonpublic data also shall be maintained in a secure location, separate from recordings classified as public data.
5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

- a. The date of the closed meeting;
  - b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
  - c. The classification of the data.
6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

#### IV. PUBLICATION OF OFFICIAL PROCEEDINGS

- A. The ~~s~~School ~~b~~B~~o~~ard shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the ~~s~~School ~~b~~B~~o~~ard conducts regular meetings not more than once every thirty (30) days, the ~~s~~School ~~b~~B~~o~~ard need not publish the minutes until ten (10) days after they have been approved by the ~~s~~School ~~b~~B~~o~~ard.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the ~~s~~School ~~b~~B~~o~~ard at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the ~~s~~School ~~b~~B~~o~~ard may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the ~~s~~School ~~b~~B~~o~~ard, the proceedings to be published may reflect that fact.
- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the ~~s~~School ~~b~~B~~o~~ard. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary, ~~and that~~ the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the administrative offices of the school district or by means of standard or electronic mail.

***Legal references:*** Minn. Stat. § 13D.01, Subd. 4-6 (Open Meeting Law)  
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)  
Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)  
Minn. Stat. § 331A.01 (Definition)  
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)  
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)  
Op. Atty. Gen. 161-a-20, December 17, 1970;  
*Ketterer v. Independent School District No. 1*, 248 Minn. 212, 79 N.W. 2d 428 (1956).

***Cross References:*** WBLASB Policy 205 (Open Meetings and Closed Meetings)  
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

AGENDA ITEM: **Policy 205, Open Meetings and Closed Meetings**  
MEETING DATE: **June 8, 2020**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

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**BACKGROUND:**

School Board Policy 205, Open Meetings and Closed Meetings, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy were very minor.

The purpose of this policy is to establish procedures relating to the maintenance of records of the School Board and the publication of its official proceedings.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

## ***White Bear Lake Area School Board Policy 205***

*Adopted: November 13, 1995*

*Revised: August 25, 2003*

*Revised: May 9, 2005*

*Revised: December 14, 2009*

*Revised: November 8, 2010*

*Revised: December 10, 2012*

*Revised: November 11, 2013*

*Revised: October 8, 2018*

*Revised: October 14, 2019*

## **205 OPEN MEETINGS AND CLOSED MEETINGS**

### **I. PURPOSE**

- A. The School Board embraces the philosophy of openness in the conduct of its business, in the belief that openness produces better programs, more efficiency in administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The School Board shall conduct its business under a presumption of openness. At the same time, the School Board recognizes and respects the privacy rights of individuals as provided by law. The School Board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the School Board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at School Board meetings, while also protecting the individual's rights to privacy under law, and to close meetings when the public interest so requires **it** as recognized by law.

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

- A. Except as otherwise expressly provided by statute, all meetings of the School Board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

### **III. DEFINITION**

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

### **IV. PROCEDURES**

- A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the School Board shall be kept on file at its primary offices. If the School Board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

- a. For a special meeting, the School Board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the School Board's usual meeting room if there is no principal bulletin board, and on the school district website. The School Board's actions at the special meeting are limited to those topics included in the notice.
- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.
- c. This notice shall be physically posted, and posted on the school district website, and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the School Board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the School Board is required to send notice to that person only concerning those particular subjects.
- e. The School Board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than 60 days before the expiration date of request for notice, the School Board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

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

- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
- c. The School Board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.
- d. Notice of the emergency meeting shall be given by electronic means or any other method used to notify the members of the School Board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the School Board members.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

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

5. Closed Meetings

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

6. Actual Notice

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

7. Health Pandemic or Declared Emergency

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

B. Votes

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

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items prepared or distributed by the School Board or its employees and distributed to or available to all School Board members shall be available in the meeting room for inspection by the public while the School Board considers their subject matter.
2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Data

1. Meetings may not be closed merely because the data to be discussed are not public data.
2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the School Board's authority and is reasonably necessary to conduct the business or agenda item before the School Board.
3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

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

- b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of School Board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings shall be tape recorded, and the tape recording shall be preserved for two (2) years after the contract discussed at the meeting is signed. The recording shall be made available to the public in accord with state law.

2. Sessions Closed by Bureau of Mediation Services

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

3. Preliminary Consideration of Charges

The School Board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the School Board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three (3) years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The School Board may close a meeting to evaluate the performance of an individual who is subject to its authority. The School Board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the School Board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three (3) years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or

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

6. Dismissal Hearing

- a. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the ~~pupil~~ **student**, parent or guardian requests an open hearing.
- c. To the extent a teacher or student dismissal hearing is held before the School Board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three **(3)** years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

- a. If the School Board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within 14 days of that decision.
- b. If the coach requests the reasons for the nonrenewal, the School Board must give the coach the reasons in writing within 10 days of receiving the request.
- c. On the request of the coach, the School Board must provide the coach with a reasonable opportunity to respond to the reasons at a School Board meeting.
- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least

three (3) years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain ~~Not Public~~ Nonpublic Data

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

- a. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
- b. active investigative data collected or created by a law enforcement agency;
- c. educational data, health data, medical data, welfare data, or mental health data that are not public data, or
- d. an individual's personal medical records.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three (3) years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

- a. The School Board may close a meeting:
  - (1) to determine the asking price of real or personal property to be sold by the school district;
  - (2) to review confidential or nonpublic appraisal data; and
  - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the School Board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight (8) years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the School Board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list

of School Board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

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

10. Security Matters

- a. The School Board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the School Board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four (4) years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three (3) years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

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

- Legal References:**
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
  - Minn. Stat. Ch. 13D (Open Meeting Law)
  - Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
  - Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
  - Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
  - Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
  - Minn. Rules CH.5510 (Bureau of Mediation Services)
  - Brown v. Cannon Falls Township*, 723 N.W.2d 31 (Minn. App. 2006)
  - Brainerd Daily Dispatch v. Dehen*, 693 N.W.2d 435 (Minn. App. 2005)
  - The Free Press v. County of Blue Earth*, 677 N.W. 2d 471 (Minn. App. 2004)
  - Prior Lake American v. Mader*, 642 N.W.2d 729 (Minn. 2002)
  - Star Tribune v. Board of Education, Special School District No. 1*, 507 N.W.2d 869 (Minn. App. 1993).
  - Minnesota Daily v. University of Minnesota*, 432 N.W.2d 189 (Minn. App. 1988).
  - Moberg v. Independent School District No. 281*, 336 N.W.2d 510 (Minn. 1983).
  - Sovereign v. Dunn*, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied*. (Minn. 1993)
  - Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
  - Dept. of Admin. Advisory Op. No.17-005 (June 22, 2017)
  - Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
  - Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
  - Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
  - Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
  - Dept. of Admin. Advisory Op. No. 09-00 (September 8, 2009)
  - Dept. of Admin. Advisory Op. No.08-015 (July 9, 2008)
  - Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
  - Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)
- Cross References:**
- WBLASB Policy 204 (School Board Meeting Minutes)
  - WBLASB Policy 206 (Public Participation in School Board Meetings/ Complaints about Persons at School Board Meetings and Data Privacy Considerations)
  - WBLASB Policy 207 (Public Hearings)
  - WBLASB Policy 406 (Public and Private Personnel Data)
  - WBLASB Policy 515 (Protection and Privacy of Pupil Records)
  - MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota's Open Meeting Law)

AGENDA ITEM: **Policy 206, Public Participation in Board Meetings**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Discussion Item**

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

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**BACKGROUND:**

School Board Policy 206, Public Participation in Board Meetings, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy were very minor.

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

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: November 13, 1995*

*Revised: August 25, 2003*

*Revised: January 10, 2005*

*Revised: November 8, 2007*

*Revised: April 13, 2009*

*White Bear Lake Area School Board Policy 206*

*Revised: November 8, 2010*

*Revised: October 10, 2011*

*Revised: December 10, 2012*

*Revised: November 12, 2018*

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

### **I. PURPOSE**

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

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

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

### **III. DEFINITIONS**

- A. "Educational data" means data maintained by the school district which relates to a student.
- B. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer, an independent contractor, and a member of an advisory board.
- C. Personnel data on current and former employees that is "public" includes: Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer-paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining

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

- D. Personnel data on current and former applicants for employment that is "public" includes: Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.
- E. "Private Data About Applicants" means: Data about applicants for appointments to a public body including a School Board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; and any data required to be provided or that is voluntarily provided in an application to a multi-member agency pursuant to Minn. Stat. §15.0597, and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address and either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. ~~a~~Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the

designated electronic mail address or telephone number at which the appointee can be reached.

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

#### **IV. RIGHTS TO PRIVACY**

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

#### **V. THE PUBLIC'S OPPORTUNITY TO BE HEARD**

The School Board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated within the limits of the law and this policy and subject to reasonable time, place and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

## VI. PROCEDURES

### A. Agenda items

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

restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.

B. Complaints

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

C. Open Forum

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

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

D. No School Board Action at Same Meeting

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

**VII. PENALTIES FOR VIOLATION OF DATA PRIVACY**

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

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

**Cross References:** WBLASB Policy 205 (Open Meetings and Closed Meetings)  
WBLASB Policy 207 (Public Hearings)  
WBLASB Policy 406 (Public and Private Personnel Data)  
WBLASB Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Service Manual, Chapter 13, School Law Bulletin "C"  
(Minnesota's Open Meeting Law)  
MSBA Service Manual Chapter 13, School Law Bulletin "T" (School Records-Privacy-Access to Data)

AGENDA ITEM: **Policy 207, Public Hearings**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Discussion Item**

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

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**BACKGROUND:**

School Board Policy 207, Public Hearing, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy are capitalizing School Board.

The School Board recognizes the importance of obtaining public input on matters properly before the School Board. The purpose of this policy is to establish procedures to efficiently receive public input.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

## **207 PUBLIC HEARINGS**

### **I. PURPOSE**

The sSchool bBoard recognizes the importance of obtaining public input on matters properly before the sSchool bBoard. The purpose of this policy is to establish procedures to efficiently receive public input.

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

In order for the sSchool bBoard to efficiently receive public input on matters properly before the sSchool bBoard, the procedures set forth in this policy are established by the sSchool bBoard.

### **III. PROCEDURES**

#### **A. Public Hearings**

Public hearings are required by law to be held concerning certain issues, including but not limited to, school closings (Minn. Stat. § 123B.51), education district establishment (Minn. Stat. § 123A.15), and agreements for secondary education (Minn. Stat. § 123A.30). Additionally, other public hearings may be held by the sSchool bBoard on school district matters at the discretion of the sSchool bBoard.

#### **B. Notice of Public Hearings**

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the sSchool bBoard.

#### **C. Public Participation**

The sSchool bBoard retains the right to require that those in attendance at a public hearing indicate their desire to address the sSchool bBoard and complete and file with the clerk of the sSchool bBoard an appropriate request card or sign up on a sign up sheet prior to the commencement of the hearing if the sSchool bBoard utilizes this procedure. In that case, any request to address the sSchool bBoard after the commencement of the hearing will be granted only at the discretion of the school board.

1. Format of Request: If required by the sSchool bBoard, a written request of an individual or a group to address the sSchool bBoard shall contain the

name and address of the person or group seeking to address the sSchool bBoard. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

2. Time Limitation: The sSchool bBoard retains the discretion to limit the time for each presentation as needs dictate.
3. Groups: The sSchool bBoard retains the discretion to require that any group of persons who desire to address the sSchool bBoard designate one representative or spokesperson. In the event that the sSchool bBoard requires the designation of a representative or spokesperson, no other person in the group will be recognized to address the sSchool bBoard, except as otherwise determined by the sSchool bBoard.
4. Privilege to Speak: A sSchool bBoard member should direct any remarks or questions through the eChair. Only those speakers recognized by the eChair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the sSchool bBoard, or the proceedings may be directed to leave.
5. Personal Attacks: Personal attacks by anyone addressing the sSchool bBoard are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the sSchool bBoard.
6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the sSchool bBoard reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.

***Legal References:*** Minn. Stat. § 123A.30 (Agreements for Secondary Education)  
Minn. Stat. § 123A.15 (Education District Establishment)  
Minn. Stat. § 123B.51 (School Closings)

***Cross References:*** WBLASB Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

AGENDA ITEM: **Policy 208, Development, Adoption, and Implementation of Policies**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Discussion Item**

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

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**BACKGROUND:**

School Board Policy 208, Development, Adoption, and Implementation of Policies, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy were in Section I: Purpose; Section IV Adoption of Policy; and Section V Implementation of Policy.

The purpose of this policy is to emphasize the importance of the policy-making role of the School Board and provide the means for it to continue to be an ongoing effort.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: November 13, 1995*  
*Revised: August 25, 2003*  
*Revised: January 10, 2005*  
*Revised: December 14, 2009*  
*Revised: October 10, 2011*

*White Bear Lake Area School Board Policy 208*

## **208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES**

### **I. PURPOSE**

The purpose of this policy is to emphasize the importance of the policy-making role of the School Board and provide the means for ~~policy development, adoption and implementation to be ongoing.~~ **it to continue to be an ongoing effort.**

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

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the School Board and should be in a form which is sufficiently explicit to guide administrative action.

### **III. DEVELOPMENT OF POLICY**

- A. The School Board has jurisdiction to legislate policy for the school district with the force and effect of law. School Board policy provides the general direction as to what the School Board wishes to accomplish while delegating implementation of policy to the administration.
- B. The School Board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The School Board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a School Board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the School Board agenda.

### **IV. ADOPTION OF POLICY**

- A. The School Board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two School Board meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to final School Board action.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the School Board at a subsequent meeting after the meetings at

which public input was received. The policy will be effective on the date of passage or the date stated in the motion, ~~whichever is later~~.

- C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the School Board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The School Board shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the School Board has no control, the modified policy may be approved at one meeting at the discretion of the School Board.

## **V. IMPLEMENTATION OF POLICY**

- A. ~~It~~ The superintendent shall be the responsibility responsible of the superintendent ~~to~~ for implementing School Board policies, and other than the policies that cover how the School Board will operate. ~~to~~ The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the School Board.
- B. Each School Board member shall have access to this policy manual, and all policies shall be placed on the district website. Manuals shall be available in the central office and made available for reference purposes to other interested persons.
- C. ~~It shall be the responsibility of~~ The superintendent, employees designated by the superintendent, and individual School Board members shall be responsible for ~~to~~ keeping the policy manuals current.
- D. The School Board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one-third of the policies annually. In addition, the School Board shall review the following policies annually: 410, Family and Medical Leave Policy; 413, Harassment and Violence; 414, Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415, Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514, Bullying Prohibition; 522, Student Sex Nondiscrimination; 524, Internet Acceptable Use and Safety Policy; 616, School District System Accountability, and 806 Crisis Management Policy.
- E. When no School Board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district.

Under such circumstances, the superintendent shall advise the School Board of the need for a policy and present a recommended policy to the School Board for approval.

***Legal References:*** Minn. Stat. § 123B.09, Subd. 1 (School Boards Powers)  
Minn. Stat. § 123B.02, Subd. 1 (School District Powers)

***Cross References:*** White Bear Lake Area Schools Policy 305 (Policy Implementation)

AGENDA ITEM: **Policy 209, Code of Ethics**  
MEETING DATE: **June 8, 2020**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

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**BACKGROUND:**

School Board Policy 209, Code of Ethics, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy are in III Code of Ethics A#5, B#1, #2, and D#1.

The purpose of this policy is to assist the individual School Board members in understanding his or her role as part of a School Board and in recognizing the contribution that each member must make to develop an effective and responsible School Board.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: November 13, 1995*  
*Revised: May 21, 2001*  
*Revised: December 13, 2010*

*White Bear Lake Area School Board Policy 209*

## **209 CODE OF ETHICS**

### **I. PURPOSE**

The purpose of this policy is to assist the individual School Board members in understanding his or her role as part of a School Board and in recognizing the contribution that each member must make to develop an effective and responsible School Board.

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

Each School Board member shall follow the code of ethics stated in this policy.

### **III. CODE OF ETHICS**

#### **A. As a member of the School Board, I will:**

1. Attend School Board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other School Board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support each decision of the School Board, ~~regardless of the position I take during discussions leading to the final decision~~ **even if my position concerning the issue was different.**
6. Recognize the integrity of my predecessors and associates and respect their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a School Board member.

B. In performing the proper functions of a School Board member, I will:

1. ~~Make policy the primary focus of my School Board duties.~~ Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the School Board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of School Board decisions to the superintendent.

C. To maintain relations with other members of the School Board, I will:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the School Board in legal session – not with the individual members of the School Board except as authorized by law.
3. Make no disparaging remarks, in or out of School Board meetings, about other members of the School Board or their opinions.
4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
5. Make decisions by voting in School Board meetings after all sides of debatable questions have been presented.
6. Work to ensure that committees be appointed to serve only in an advisory capacity to the School Board.

D. In meeting my responsibilities to my community, I will:

1. Attempt to appraise and plan for both the present and future educational needs of the students, school district and community.

2. Attempt to obtain adequate financial support for the school district's programs.
3. Insist that business transactions of the school district be conducted in an ethical and transparent manner.
4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. In working with the superintendent of schools and staff, I will:

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with his or her responsibilities.
3. Work to ensure that the school district is administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring of all district employees.
5. Participate in School Board action after considering the superintendent's recommendation and only after the superintendent has furnished adequate information in support of the recommendation.
6. Insist that the superintendent keep the School Board adequately informed at all times.
7. Offer the superintendent counsel and advice.
8. Recognize the status of the superintendent as the chief executive officer and a nonvoting, ex officio member of the School Board.
9. Refer all complaints to the proper administrative officer or request that complaints be presented in writing to the entire School Board for proper referral according to the district chain of command.
10. Present any personal criticisms of employees to the superintendent.
11. Provide support for the superintendent and employees of the school district so they may perform their proper functions to the best of their abilities.

F. In fulfilling my legal obligations as a School Board member, I will:

1. Comply with all federal, state, and local laws relating to my work as a School Board member.
2. Comply with all school district policies as adopted by the School Board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
4. Recognize that school district business may be legally transacted only in an open meeting of the School Board.
5. Avoid conflicts of interest and refrain from using my School Board position for personal gain.
6. Take no private action that will compromise the School Board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

***Legal References:*** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

***Cross References:*** MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

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

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Discussion Item**

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

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**BACKGROUND:**

School Board Policy 211, Criminal or Civil Action Against School District, School Board Members, Employee or Student, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy were very minor.

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

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: November 13, 1995*

*White Bear Lake Area School Board Policy 211*

*Revised: May 9, 2005*

*Revised: November 8, 2007*

*Revised: October 10, 2011*

*Revised: November 12, 2018*

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

### **I. PURPOSE**

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

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

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

### **III. CIVIL ACTIONS**

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

connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

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

D. Service of Subpoenas.

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

E. Leave to Testify.

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

#### **IV. CRIMINAL CHARGES OR CONDUCT**

A. Employees.

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

for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision as to whether to reimburse shall be made ~~in~~ at the discretion of the School Board. A School Board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the School Board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

**B. Students**

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

**C. Criminal Investigations**

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

**D. Data Practices**

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

**V. STATEMENTS WHEN LITIGATION IS PENDING**

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the action, including but not limited to pertinent insurance companies, have particular duties regarding the persons involved in the action. Therefore, School

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

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

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

AGENDA ITEM: **Policy 212, School Board Member Development**  
MEETING DATE: **June 8, 2020**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

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**BACKGROUND:**

School Board Policy 212, School Board Member Development, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy were capitalizing School Board.

In recognition of the need for continuing inservice training and development for its members, the purpose of this policy is to encourage the members of the School Board to participate in professional development activities designed for them so that they may perform their responsibilities.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: November 13, 1995*  
*Revised: December 14, 2009*  
*Revised: June 10, 2019*

*White Bear Lake Area School Board Policy 212*

## **212 SCHOOL BOARD MEMBER DEVELOPMENT**

### **I. PURPOSE**

In recognition of the need for continuing inservice training and development for its members, the purpose of this policy is to encourage the members of the sSchool bBoard to participate in professional development activities designed for them so that they may perform their responsibilities.

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

- A. New sSchool bBoard members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association. School Board members will be provided the opportunity to receive training in school finance and management developed in consultation with MSBA.
- B. All sSchool bBoard members are encouraged to participate in sSchool bBoard and related workshops and activities sponsored by local, state and national school boards associations, as well as in the activities of other educational groups.
- C. School Board members are expected to report back to the sSchool bBoard with materials of interest gathered at the various meetings and workshops.
- D. The sSchool bBoard will reimburse the necessary expenses of all sSchool bBoard members who attend meetings and conventions pertaining to school activities and the objectives of the sSchool bBoard, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

**Legal References:** Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)

**Cross References:** WBLASB Policy 214 (Out-of-State Travel by School Board Members)  
WBLASB Policy 412 (Expense Reimbursement)

AGENDA ITEM: **Policy 214, Out-of-State Travel by School Board Members**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Discussion Item**

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

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**BACKGROUND:**

School Board Policy 214, Out-of-State Travel by School Board Members, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy were very minor.

The purpose of this policy is to control out-of-state travel by School Board members as required by law.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

*Adopted: August 14, 2006*  
*Revised: January 9, 2012*  
*Revised: June 10, 2017*

*White Bear Lake Area  
School District #624*

## **214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS**

### **I. PURPOSE**

The purpose of this policy is to control out-of-state travel by School Board members as required by law.

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

School Board members have an obligation to become informed on the proper duties and functions of a School Board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state, and local laws, rules, regulations and school district policies that relate to their functions as School Board members. Occasionally, it may be appropriate for School Board members to travel out of state to fulfill their obligations.

### **III. APPROPRIATE TRAVEL**

Travel outside the state is appropriate when the School Board finds it proper for School Board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as School Board members. Travel to regional or national meetings of the National School Boards Association is presumed to fulfill this purpose. Travel to out-of-state meetings for which the member intends to seek reimbursement from the school district ~~should~~ **shall** be preapproved by the School Board.

### **IV. REIMBURSABLE EXPENSES**

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

### **V. REIMBURSEMENT**

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. Receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the School Board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

- C. Amounts to be reimbursed shall be within the School Board's approved budget allocations, including attendance at workshops and conventions.

## **VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES**

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

***Legal References:*** Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)  
Minn. Stat. § 471.661 (Out-of-State Travel)  
Minn. Stat. § 471.665 (Mileage Allowances)  
Minn. Op. Atty. Gen. No. 1035 (August 23, 1999) (Retreat Expenses)  
Minn. Op. Atty. Gen. No. 161b-12 (August 4, 1997) (Transportation Expenses)

***Cross References:*** WBLASB Policy 212 (School Board Member Development)  
WBLASB Policy 412 (Expense Reimbursement)

AGENDA ITEM: **Policy 215, School Board Member Code of Conduct**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Discussion Item**

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

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**BACKGROUND:**

School Board Policy 215, School Board Member Code of Conduct, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. The changes to this policy were very minor.

The purpose of this policy is to assist School Board members in communicating and understanding the reasonable expectations regarding acceptable conduct of individual School Board members. It is the responsibility of the School Board to make reasonable rules and regulations for the governing of School Board member behavior and conduct. This policy supplements School Board Policy 209, Code of Ethics, which is incorporated by reference. All rules and regulations regarding School Board member conduct will be approved by the School Board.

**RECOMMENDED ACTION:** To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 13 School Board meeting agenda or a subsequent meeting for action.

## **215 SCHOOL BOARD MEMBER CODE OF CONDUCT**

### **I. PURPOSE**

The purpose of this policy is to assist School Board members in communicating and understanding the reasonable expectations regarding acceptable conduct of individual School Board members. It is the responsibility of the School Board to make reasonable rules and regulations for the governing of School Board member behavior and conduct. This policy supplements School Board Policy 209, Code of Ethics, which is incorporated by reference. All rules and regulations regarding School Board member conduct will be approved by the School Board.

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

~~It is the~~ The policy of the School Board to regulate the proper functions of a School Board member. The effectiveness of the School Board depends upon community respect and confidence in individual School Board members. Conduct which detracts from this respect and confidence is detrimental to the public interest and is prohibited. ~~It is the~~ The policy of the School Board ~~is~~ to investigate claims that an individual School Board member has engaged in unbecoming conduct, and to impose appropriate sanctions. Each School Board member shall follow the code of conduct set forth in this policy.

### **III. SCOPE AND GUIDING PRINCIPLES**

This policy applies to the conduct of all School Board members. The following principles shall serve as guidelines for the School Board member code of conduct.

1. School Board members shall conduct themselves in accordance with all applicable laws, ordinances, and rules, and shall not knowingly exceed their authority in their official actions on behalf of the School Board.
2. School Board members shall not exhibit any conduct that discredits himself or herself or the School Board or otherwise impairs his or her ability to perform School Board duties or represent the School Board in a manner consistent with the integrity and trustworthiness expected by the public. Such conduct includes, but is not limited to the following
  - a. School Board members shall not make disparaging remarks, in or out of School Board meetings, about other members of the School Board.

- b. School Board members shall not make any promises regarding votes on any proposition in advance of meetings at which the proposition will be considered by the School Board.
  - c. School Board members shall refer all complaints to the proper school district administrators and shall not undertake independent investigation.
- 3. School Board members shall treat all members of the public courteously and with respect and shall exercise reasonable courtesy in dealing with fellow School Board members, school district administrators and district staff.
- 4. School Board members shall not compromise the integrity of the School Board by accepting, giving or soliciting any gratuity which could be reasonably interpreted as capable of influencing official acts or judgments.
- 5. School Board members shall observe the confidentiality of information available to them due to their status as School Board members, and shall not knowingly violate any legal restrictions for the release or dissemination of school district information.

#### **IV. PROCEDURES FOR ADMINISTERING POLICY**

- A. Allegations of violations of this policy may be received from internal or external sources. In an instance where an allegation is made that could serve as the basis for the imposition of sanctions against an individual School Board member under this policy, the School Board will:
  - 1. Advise the School Board member of the allegation in writing within a reasonable period of time.
  - 2. If the allegation cannot be readily resolved, the School Board will conduct an investigation of the allegation to determine whether the individual School Board member has violated this policy.
  - 3. Allow the individual School Board member an opportunity to be heard by the School Board in defense of the allegation and to present any relevant information regarding the allegation.
  - 4. Specify the expected conduct or modification of conduct to be required from the individual School Board member.
- B. The determination whether a violation of this policy has occurred, and whether sanctions are to be imposed, shall be made by the School Board.

- C. The School Board retains the right to remove a School Board member as appropriate, subject to relevant governing law.

## **V. SANCTIONS**

- A. The form of sanctions imposed on an individual School Board member for violation(s) of this policy may vary depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful, and whether the individual School Board member has been the subject of prior sanctions of the same or a different nature. The forms of sanctions that may be imposed by the School Board include, but are not limited to:
1. A warning of the individual School Board member by the School Board;
  2. Public censure of the individual School Board member by the School Board;
  3. A resolution disavowing the inappropriate behavior by the individual School Board member;
  4. Imposition of a one-time reduction in the individual School Board member's compensation in an amount determined by the School Board; ~~and~~ **or**
  5. Removal of the individual School Board member from the School Board in accordance with Minnesota law.
- B. Other sanctions, including any combination of the forms described above, may be imposed if, in the judgment of the School Board, another sanction would better accomplish the School Board's objective of stopping or correcting the offending conduct.

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### ***Legal References:***

- Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
- Minn. Stat. § 123B.09 (School Board Powers)

### ***Cross References:***

- MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

# **E. OPERATIONAL ITEMS**

AGENDA ITEM: **Action on Property and Casualty Insurance**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

Prior to 2014-2015 school year, the School Board approved the District's membership in the Minnesota Insurance Scholastic Trust (MIST), a cooperative venture allowing member districts to utilize a risk sharing and cooperative purchasing structure to purchase property and casualty insurance. Among its benefits, MIST allows districts to address the true cost of risk rather than just the cost of the insurance premium. The group has grown from 7 members in 2013 to its current level of 23 school districts. The MIST pool is administered by Arthur Gallagher and Co.

The MIST pool has enjoyed rates below market value for some time. With the 2020-2021 renewal, however, the pool is experiencing a significant market adjustment, resulting in unusual rate increases. The District's expiring premium for property and casualty insurance for FY 20 was \$326,520. The proposed renewal rate is \$520,943.33, an increase of 59.5% compared to the existing premium.

Tonight, Nick Lano, Area Vice President for Arthur Gallagher and Co., will be present to share insights into the unusual rate increase and direction of the MIST pool. Please see the attached documents for an executive summary of the 2019-2020 renewal as well as a breakdown of the costs of the program.

**RECOMMENDED ACTION:** Move to approve the property and casualty insurance package with the Minnesota Insurance Scholastic Trust (MIST) in the amount of \$\$520,943.33 effective July 1, 2020 through June 30, 2021.



This is not a bill. Please do not send payment until receipt of invoice.

PROPERTY/CASUALTY  
Effective July 1, 2020 to July 1, 2021

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

Fixed Costs	2019-2020 Expiring Costs	2020-2021 Renewal Costs
Package (includes Property, General Liability, Auto Liability & Physical Damage, Crime, Excess Liability, EBL, Law, Abuse) [*]	[-9.67%] \$58,537.51	[-15.00%] \$65,031.88
Excess Liability	N/A	\$13,631.16
Excess Property	\$81,287.00	\$187,007.00
Boiler & Machinery	\$8,781.00	\$9,873.00
Cyber Liability	\$14,941.83	\$17,971.21
Pollution Liability	\$7,608.47	\$7,968.08
Arthur J. Gallagher Risk Management Services Fee	\$31,868.00	\$32,824.00
Gallagher Bassett Services Claims Administration Fee	\$9,706.00	\$11,773.00
Gallagher Bassett Services Loss Control Fee	\$1,000.00	\$1,000.00
Operations Cost	\$9,194.00	\$8,623.00
<b>Total Fixed Costs</b>	<b>\$222,923.81</b>	<b>\$355,702.33</b>

Variable Costs	2019-2020 Expiring Costs	2020-2021 Renewal Costs
Loss Fund – Package [*]	[-11.45%] \$103,607.00	[-15.00%] \$165,241.00
<b>Total Program Contribution on a Maximum Cost Basis</b>	<b>\$326,530.81</b>	<b>\$520,943.33</b>

<b>Total Program Costs 2020-2021</b>	<b>\$520,943.33</b>
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Statistical Information	2019-2020 Expiring	2020-2021 Renewal
Total Insurable Values (includes Auto Physical Damage)	\$405,462,260	\$414,760,125
Students	9472	9367
All Vehicles	77	85

**[\*] Please note the actuarial debit/credit system for the 2020/2021 renewal is based upon your districts exposures as well as the previous 5 years of loss history (excluding the current year).**

AGENDA ITEM: **Action on Refinancing of 2013 and 2014 Leases**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

In 2013 and 2014 the district used lease levy as the finance tool to build gym additions at Lakeaires, Matoska, and Willow Lane Elementary Schools. The final years of payment on the gyms are FY 28 for Matoska and FY 29 for Lakeaires and Willow Lane. The current interest rates, terms of the agreement, and current and future bonding plans make refinancing now a financially prudent move for the district that will result in saving of approximately \$90,000 annually.

**RECOMMENDED ACTION:** Approve a resolution to refinance the 2013 and 2014 gym additions to Lakeaires, Matoska, and Willow Lane Elementary Schools.

**CERTIFICATION OF MINUTES  
RELATING TO  
REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2020B**

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 on June 8, 2020, at 5:30 o'clock p.m., by telephone or other electronic means, as permitted by Minn. Stat., Section 13D.021 or any other law.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION STATING THE INTENTION OF THE SCHOOL BOARD  
TO ISSUE A LEASE-PURCHASE FINANCING AND  
REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2020B**

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

WITNESS MY HAND officially as such recording officer this \_\_\_\_\_ day of June, 2020

\_\_\_\_\_  
School District Clerk

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

HELD: June 8, 2020

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 on June 8, 2020, at 5:30 o'clock p.m.

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

**RESOLUTION STATING THE INTENTION OF THE SCHOOL BOARD  
TO ISSUE A LEASE-PURCHASE FINANCING AND  
REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2020B**

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

1. The Board hereby finds it is necessary and expedient for Independent School District No. 624 (White Bear Lake Area Schools) (the "District") to enter into a Ground Lease Agreement, a Refunding Lease Agreement and a Trust Agreement and to sell and issue its Refunding Certificates of Participation, Series 2020B Evidencing the Proportionate Interest of the Registered Owners thereof in Lease Payments to be made by Independent School District No. 624 (White Bear Lake Area Schools) pursuant to a Refunding Lease Agreement (the "Refunding Certificates") in the total aggregate principal amount of approximately \$7,415,000. The proceeds of the Refunding Certificates, together with other available funds of the District, shall provide funds to refund, through a current refunding, the Lease Agreement dated as of March 1, 2013, by and between Wells Fargo Bank, National Association and Independent School District No. 624 (White Bear Lake Area Schools) maturing in the years 2021 through 2028 and aggregating \$2,212,898.73 in principal amount, the Lease Agreement dated as of December 18, 2013, by and between Wells Fargo Bank, National Association and Independent School District No. 624 (White Bear Lake Area Schools) maturing in the years 2021 through 2029 and aggregating \$2,551,607.70 in principal amount, and the Lease Agreement dated as of January 17, 2014, by and between Wells Fargo Bank, National Association and Independent School District No. 624 (White Bear Lake Area Schools) maturing in the years 2021 through 2029 and aggregating \$2,675,079.40 in principal amount. The Refunded Leases have not previously been refunded

2. The Board, having been advised by Ehlers & Associates Inc., (herein "Ehlers"), its independent municipal advisor, hereby determines that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended.

3. The Superintendent or Assistant Superintendent for Finance and Operations and a board officer are hereby authorized to approve the sale of the Refunding Certificates in an aggregate principal amount of approximately \$7,415,000 and to execute a Bond Purchase Agreement for the purchase of the Refunding Certificates, provided the total savings from the refunding is at least \$175,000, the total net present value of the refunded debt service is at least 2.5% and a favorable recommendation to accept the proposal is received from Ehlers.

4. Ehlers is authorized to prepare an Official Statement related to the sale of the Refunding Certificates and to open, read and tabulate the proposals for presentation to the Board.

5. The Board shall meet at the time and place specified in the notice of sale contained in the Official Statement to receive and consider the proposals for the purchase of the Certificates. The Superintendent or Assistant Superintendent for Finance and Operations and a board officer are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

AGENDA ITEM: **Action on Acceptance of Bid for Transportation**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Tim Wald, Assistant Superintendent for Finance and Operations, and Mike Turrito, Director of Transportation**

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## **BACKGROUND:**

Transportation for the White Bear Lake Area Schools is provided through a combination of district owned and operated vehicles and services contracted through multiple vendors.

The District owns 43 type C and D buses, and 15 type III vehicles (type samples included). The majority of routes operated through the school district's transportation department serve unique and/or special education routes.

The district is proposing contracts with two providers to provide the majority of its large bus regular education routes.

- First Student - to serve as our primary provider, handling the majority of the large bus (type C/D buses).
- MTN Student Transportation - serve as the back-up provider when First Student and ISD 624 transportation department are unable to meet demand.

The District is proposing agreements with multiple type III contractors for transportation services. These providers will meet out of district special education and special education routes.

- Twin City Transportation
- Treasured Transportation
- HALO Transportation

Find proposed agreements included.

**RECOMMENDED ACTION:** Move to approve the agreement with Twin City Transportation, Inc., Treasured Transportation, Inc, HALO, Inc to provide type III student transportation services for two years commencing August 1, 2020 and ending July 31, 2022, with an option to extend for two years, consistent with Minnesota Statutes 2015, Section 123B.52, Subds. 1 and 3.

## **STUDENT TRANSPORTATION AGREEMENT**

THIS AGREEMENT is made and entered into as of the 8th day of June 2020, by and between **Independent School District 624, White Bear Lake Area Schools**, Ramsey County, Minnesota, with its District Office at 4855 Bloom Avenue, White Bear Lake, Minnesota 55110, Minnesota,, hereinafter called "District" and **First Student, Inc.**, with its local office at 11911 Champlin Drive; Champlin, Minnesota 55316, hereinafter called "Contractor." The District and Contractor are collectively referred to as the "PARTIES" and individually referred to as a "PARTY".

### **WITNESSETH**

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

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

WHEREAS, pursuant to Minnesota Statute 2019, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

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

#### **1. TERM**

The term of this AGREEMENT shall commence August 1, 2020 and shall continue through July 31, 2022 consistent with GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES (hereinafter referred to as the "SPECIFICATION"). For purposes of this AGREEMENT, the term "Contract Year" shall mean each one-year period commencing August 1 during the term of this AGREEMENT.

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

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

This AGREEMENT may be extended by the mutual written agreement of the Parties for an additional two one (1) year periods upon such terms as identified and described in the SPECIFICATION, this AGREEMENT and the PRICE AND RATE SCHEDULE, EXHIBIT A hereto. The District will notify the Contractor by January 31, 2022 of their desire to extend the existing AGREEMENT. All terms and conditions will remain the same except for applicable compensation adjustments described in this AGREEMENT and EXHIBIT A.

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

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

- a. The Contractor will be asked to provide route services during the term of this AGREEMENT. If, however, the Contractor does not provide these route services after being notified by the District of the opportunity to provide such service, the District may, at its sole discretion, make all necessary arrangements with other service providers to complete the route service(s).
- b. The Contractor will be asked to provide all field, activity and athletic trips during the term of this AGREEMENT. If, however, the Contractor does not accept the trip or trips within a reasonable time after being notified by the District of the opportunity to provide such service, the District may,

at its sole discretion, make all necessary arrangements with other service providers to complete the trip or trips.

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

### **3. COMPENSATION AND BILLING**

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

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

### **4. FUEL PRICE PROVISION**

The District understands that the prices for fuel used in providing student transportation services have been changing and have become a significant operating cost in recent years. During the Term of this AGREEMENT, the District agrees and will implement the option provided in Minnesota Statutes 2019, Section 123B.88, Subd. 3. that allows the District to purchase fuel and furnish to Contractor for use in transporting District students. The Parties hereby agree the District is responsible for the cost of fuel in this AGREEMENT.

The Parties further agree that the total number of gallons used for services required and authorized pursuant to this AGREEMENT will be based on the round trip route mileage, including both live and terminal to terminal, on all routes as determined using the District's VersaTrans routing system mileage plus Contractor provided mileage for Charters: Extra-Curricular, Athletic and Field Trips and mileage for any Other Services, divided by an average of 6.5 miles per gallon for Class C buses, 8 miles per gallon for Class A and B buses, and 14 miles per gallon for Type III vans. If the Contractor operates any routes from a terminal outside of the District, the District will use the White Bear Lake District Center as the terminal location for measuring round trip mileage in calculating the gallons of fuel used.

The PARTIES also agree that the District may desire to utilize Contractor's national fuel purchasing agreements to secure the best fuel pricing available by the Contractor.

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

- a. Services. ARTICLE 7 of the SPECIFICATION

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

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

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

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

- b. Equipment. ARTICLE 8 of the SPECIFICATION

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

1. Contractor Fleet. Contractor will provide a fleet of school buses including spares that meet the specifications in ARTICLE 8 and, as to type, manufacturer year, capacity, and quantity,

are equal to but not less than the vehicle inventory (Section labelled "FLEET LIST") provided with the Contractor proposal and written quotation dated March 17, 2020. All buses shall be equipped with video systems with two (2) cameras and live GPS.

Nothing in this Section shall not replace the requirements and provisions for equipment as outlined in ARTICLE 8 of the SPECIFICATION.

2. District Name on Buses. As provided in SECTION 8.1.6. of the SPECIFICATION, Contractor agrees to identify "White Bear Lake Area Schools" on all primary regular and special needs route buses with display on the panel below the passenger windows on the two sides of each primary route bus, not inconsistent with requirements of state law and regulations. The District will annually notify the Contractor of the primary routes to which this provision applies.

1. Personnel. ARTICLE 9 of the SPECIFICATION

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

1. Driver Wage Provision

1. The PARTIES agree that the Contractor will provide the District with the Annual "Service Plan" as provided in SECTION 6 of this AGREEMENT.
    2. The District and Contractor will mutually agree before the start of each school year on the First Student driver and bus aide staffing, including substitutes for each job class, for servicing the District student transportation service needs; which will serve as a basis for determining employee shortage, any wage changes, and responsibility.
    3. In the event of a driver shortage that exceeds the agreed staffing in the "Annual Service Plan", the Contractor may be permitted, with District approval, to pass through the incremental labor and travel and expense costs. A driver shortage shall mean less than 90% of the drivers and substitute drivers needed to meet the District's route service requirements.

2. Operator and Employees

1. Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, District shall have the right to request in writing the Contractor to remove from service to District any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for the District.

6. **ANNUAL SERVICE PLAN**

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

1. route or routes including bus route numbering, route maps, and route times, which will be primarily developed by the District with input from the Contractor;
  2. list of drivers, both primary and substitutes, and the assigned routes and buses for the primary drivers;
  3. list of students assigned to each bus and route, together with grade levels, which will be primarily developed by the District with input from the Contractor;
  4. list of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, and mileage;
  5. staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract;
  6. compliance with SECTIONS 7, 8 and 9 of this SPECIFICATION;

7. compliance with District performance criteria as outlined in SECTION 4.2. of the SPECIFICATION and SECTION 8 of this AGREEMENT;
8. insurance information required as specified in SECTION 7.3 of this SPECIFICATION;
9. operating policies and procedures of the Contractor related to their fulfilling the terms of the AGREEMENT;
10. provision of services to students living within the areas not eligible for regular bus services as outlined in SECTION 4.6. of this SPECIFICATION;
11. provision for regular reporting wherein the Contractor will submit to the District a report on performance on a mutually agreed frequency, using an agreed reporting approach/method; and
12. provide wage and benefit details, as appropriate during the Term of the Agreement.

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

#### **7. SECTION 4.7: PROGRAM GROWTH**

The District will reserve the right to increase or decrease the quantity of services as outlined in ARTICLE 4 and SECTION 4.1 of the SPECIFICATION and/or the number of buses or vans over the life of the contract(s), based on the terms described in this SPECIFICATION. The cost of the added or reduced buses or vans will be at the unit cost approved in the basic contract(s). Should the program significantly change in scope then either PARTY may request, following provisions in the AGREEMENT, that appropriate pricing adjustments be considered.

- a. In the event Contractor agrees to any increase or decrease, Contractor shall be afforded a thirty (30) day following implementation of such changes during which no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses for route increases.

#### **8. PERFORMANCE SECURITY**

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

#### **9. LIQUIDATED DAMAGES FOR NON-COMPLIANCE**

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

1. One-half (1/2) the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  1. Running a route without the required equipment as required by this AGREEMENT.
  2. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to bad weather, or an Act of God, and without notification of the District within the ten (10) minutes.
  3. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to uncontrollable vehicle breakdown without a replacement bus/vehicle with twenty (20) minutes and without notification of the District within the ten (10) minutes.
  4. Transporting persons other than those assigned, without the prior approval of the District.
  5. Failure to have a driver fully prepared to complete the assigned bus services prior to the school year or commencing a trip.
2. The normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  1. Failure to correct within three (3) calendar days a problem or complete an agreed change in a route, service or schedule.
  2. Running a route without an aide, if an aide is required by the District.
  3. Conduct of a Contractor’s employee, including disrespectful behavior toward parents and District administrators and staff, which is not fully satisfactory to the District after being put on notice on three (3) prior occasions during each school year.

4. Failure of the Contractor to satisfy the Performance Standards in the SPECIFICATION after being put on notice on three (3) prior occasions during each school year.
3. Twice the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following :
  1. Allowing a driver to drive a route without the appropriate driver's license.
  2. Allowing a driver to provide any bus services after the driver has been suspended for non-compliance of federal, state or District rules, regulations, laws or procedures.
  3. Failure to provide a bus for a route or bus service due to lack of drivers or equipment.
  4. Running a route with a vehicle that does not have a current inspection sticker.

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

District must inform the Contractor in writing within thirty (30) days of a listed violation and its intent to assess liquidated damages for such violation. Except for lesser dates required to cure an incident in this SECTION communicated by the District either orally or in writing, Contractor shall have ten (10) days following such notice on all other incidents to cure the incident prior to assessment of liquidated damages. Failure to timely notify the Contractor shall relieve the Contractor of its obligation to pay liquidated damages for the alleged violation.

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

# **1. OTHER PROVISIONS**

Contractor agrees to comply with the following:

## **a. Governing Law**

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

## **b. Data Privacy**

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

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

## **c. Force Majeure**

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

Under the latter circumstance above, District shall pay the Contractor for the use of such buses used by the District consistent with the rates and provisions in this AGREEMENT that applied to the Contractor and the District minus all expenses and costs incurred by the District as reasonably necessary to secure the services of drivers and other hourly employees to provide the services. The District deduction of reasonable expenses and costs shall not exceed the difference between the

total compensation paid the Contractor for such buses less the Contractor's fixed costs of operation for this AGREEMENT. If the District agrees to use and operate the Contractor's buses, the District will provide the Contractor with a lease agreement, along with indemnification, insurance and compliance matters, consistent with that required of the Contractor under this AGREEMENT.

**d. Indemnification**

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

**e. Assignment**

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

**f. Subcontract**

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

**g. Termination**

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

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

**h. Severability**

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

**i. Modification**

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

**j. Survival**

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

**k. District Crisis Management Policy**

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

**l. Notices To Parties**

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

Notices to District shall be addressed to:

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

Notices to Contractor shall be addressed to: Area General Manager  
First Student, Inc.  
11911 Champlin Drive  
Champlin, Minnesota 55316

with a copy to: General Counsel  
First Group America, Inc.  
600 Vine Street, Suite 1400  
Cincinnati, Ohio 45202

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

**m. Entire Agreement**

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

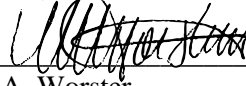
IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 8th day of June 2020.

**White Bear Lake Area Schools**

By: \_\_\_\_\_  
Donald Mullin  
Chair, School Board

By: \_\_\_\_\_  
Jessica Ellison  
Clerk, School Board

**First Student, Inc.**

By:  \_\_\_\_\_  
Kim A. Worster  
Senior Vice President, Operations

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

**EXHIBIT A - PRICE AND RATE SCHEDULE**

**FIRST STUDENT**

**EXHIBIT A-1: REGULAR ROUTE SERVICES**

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

**SCHOOL YEAR 2020-21 Year Ending July 31, 2021]**

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

Bus Size	Cost Per Route-Day; Multiple Run Route	Cost Per Route-Day; Single Run Route	Cost Per ½ Route-Day
83-90 Passenger Bus	\$360.11	\$360.11	\$216.06
71-77 Passenger Bus	\$360.11	\$360.11	\$216.06

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

\$ 13.03 per one-quarter (1/4) hour for time in excess of the route times, 4.5 “live” hours per day or two one-quarter (2.25) “live” hours per ½ day, whichever is greater, computed on total routes per day and not an individual bus basis per day.

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

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

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

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

Bus and Van Size	Lift?		Cost Per Route-Day; Multiple Run Route	Cost Per Route-Day; Single Run Route	Cost Per ½ Route-Day	Cost Per Hour*
Class C or D Bus	Yes	No	\$360.11	\$360.11	\$216.06	XXXX
Class A or B Bus	Yes	No	\$356.70	\$356.70	\$214.04	XXXX
Van or Type III	Yes	No	\$332.14	\$332.14	\$199.29	XXXX
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$32.64
Lift			\$8.66	\$8.66	\$8.66	XXXX

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

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

\$ 13.03 per one-quarter (1/4) hour for time in excess of the route times, 4.5 “live” hours per day or two one-quarter (2.25) “live” hours per ½ day, whichever is greater, computed on total routes per day and not an individual bus basis per day.

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

Bus and Van Size	Lift?		Cost Per Route-Day; Multiple Run Route	Cost Per Route-Day; Single Run Route	Cost Per ½ Route-Day	Cost Per Hour*
Class C or D Bus	Yes	No	\$360.11	\$360.11	\$216.06	XXXX
Class A or B Bus	Yes	No	\$356.70	\$356.70	\$214.04	XXXX
Van or Type III	Yes	No	\$332.14	\$332.14	\$199.29	XXXX
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$32.64
Lift			\$8.66	\$8.66	\$8.66	XXXX

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

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

Bus and Van Size	Cost Per Hour*	Cost Per Day
Class C or D Bus	\$92.51	XXXX
Class A or B Bus	\$92.51	XXXX
Van or Type III	\$92.51	XXXX
Bus Assistant/Aide	\$32.64	XXXX

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

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

**EXHIBIT A-3: OTHER SERVICES**

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

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

Bus and Van Size	Cost Per Hour*	Cost Per Day
Class C or D Bus	\$92.51	XXXX
Class A or B Bus	\$92.51	XXXX
Multi-function School Activity Bus (MFSAB)		
Van or Type III	\$92.51	XXXX
Bus Assistant/Aide	\$32.64	XXXX

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

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

Bus and Van Size	Cost Per Hour*	Cost Per Day
Class C or D Bus	XXXX	\$252.00
Class A or B Bus	XXXX	\$252.00
Multi-function School Activity Bus (MFSAB)		
Van or Type III	XXXX	\$252.00
Bus Assistant/Aide	\$28.83	XXXX

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

- 3.** Performance Security (Bond) Cost   \$ 4.00 per \$1,000 of projected annual cost  
(ref Sec 4.6)
- 4.** Excess Liability Insurance Cost       \$ included per \$1,000,000 of projected annual cost  
(ref Sec 4.5)
- 5.** Digital Cameras (ref. Sec 6.13)       \$ included per unit for each additional unit

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

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

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

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

	Cost Per Hour	Cost Per Mile	Cost Per ¼ Wait Hour	Min. Cost Per Trip
a. Trips within the school district boundaries				
i. Class C/D Bus	\$54.00	XXX	\$13.50	\$54.00
ii. Class A/B Mini bus	\$54.00	XXX	\$13.50	\$54.00
iii. Multi-function School Activity Bus (MFSAB)	XXX	XXX	XXX	XXX
iv. Type III van	\$52.00	XXX	\$13.00	\$52.00
b. Trips outside the school district boundaries.	<b><u>Round trips of 60 miles or less</u></b>			
i. Class C/D Bus	\$54.00	XXX	\$13.50	\$54.00
ii. Class A/B Mini bus	\$54.00	XXX	\$13.50	\$54.00
iii. Multi-function School Activity Bus (MFSAB)	XXX	XXX	XXX	XXX
iv. Type III van	\$52.00	XXX	\$13.00	\$52.00
v. Coach bus	n/a	n/a	n/a	n/a
c. Trips outside the school district boundaries.	<b><u>Round trips of more than 60 miles</u></b>			
i. Class C/D Bus	\$54.00	XXX	\$13.50	\$54.00
ii. Class A/B Mini bus	\$54.00	XXX	\$13.50	\$54.00
iii. Type III van	\$52.00	XXX	\$13.00	\$52.00
iv. Coach bus	n/a	n/a	n/a	n/a
d. Trailer	XXXX	XXXX	XXXX	\$75.00
e. Overnight Trips outside the school district boundaries	<b><u>Round trips of more than 60 miles; District approvals required</u></b>			
i. Driver labor cost on-duty at site	XXXX	XXXX	\$11.33	XXXX
ii. Driver overnight expenses	XXXX	XXXX	XXXX	\$170.00
f. Non-peak Rate Discount: non-peak (9:15AM to 2:00PM after 4:00PM) trip charge discount from rates above	<b><u>_0_ %</u></b>			

**EXHIBIT A-5: PRICES FOR STUDENT TRANSPORTATION SERVICES**

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

**SCHOOL YEAR 2021-22 [Year Ending July 31, 2022]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year**      3.25% **increase over 2020-21 rates**

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

**EXHIBIT A-6: PRICES FOR STUDENT TRANSPORTATION SERVICES**

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

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

**SCHOOL YEAR 2022-23 [Year Ending July 31, 2023]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year** \_\_\_\_\_\*\_\_\_\_\_ increase over 2021-22 rates

\* CPI: increase over 2021-22 rates based on the Minneapolis-St. Paul-Bloomington, MN-WI, All Urban Consumers - (CPI-U) Consumer Price Index (1982-84=100) increase or decrease for calendar year 2021 compared to the previous calendar year 2020, with a range of not less than 0% and not greater than 2.5%.

**SCHOOL YEAR 2023-24 [Year Ending July 31, 2024]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year** \_\_\_\_\_\*\_\_\_\_\_ increase over 2022-23 rates

\* CPI: increase over 2022-23 rates based on the Minneapolis-St. Paul-Bloomington, MN-WI, All Urban Consumers - (CPI-U) Consumer Price Index (1982-84=100) increase or decrease for calendar year 2022 compared to the previous calendar year 2021, with a range of not less than 0% and not greater than 2.5%.

## STUDENT TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of June 2020, by and between **Independent School District 624, White Bear Lake Area Schools**, Ramsey County, Minnesota, with its District Office at 4855 Bloom Avenue, White Bear Lake, Minnesota 55110, Minnesota,, hereinafter called “District” and **Metropolitan Transportation Network, Inc.**, with its local office at 8260 Hickory Street NE; Fridley, MN 55432, hereinafter called “Contractor.” The District and Contractor are collectively referred to as the “PARTIES” and individually referred to as a “PARTY”.

### WITNESSETH

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

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

WHEREAS, pursuant to Minnesota Statute 2019, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

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

#### 1. **TERM**

The term of this AGREEMENT shall commence August 1, 2020 and shall continue through July 31, 2021 consistent with GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES (hereinafter referred to as the “SPECIFICATION”). For purposes of this AGREEMENT, the term “Contract Year” shall mean each one-year period commencing August 1 during the term of this AGREEMENT.

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

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

This AGREEMENT may be extended by the mutual written agreement of the Parties for an additional two one (1) year periods upon such terms as identified and described in the SPECIFICATION, this AGREEMENT and the PRICE AND RATE SCHEDULE, EXHIBIT A hereto. The District will notify the Contractor by January 31, 2022 of their desire to extend the existing AGREEMENT. All terms and conditions will remain the same except for applicable compensation adjustments described in this AGREEMENT and EXHIBIT A.

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

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

- a. The Contractor will be asked to provide route services during the term of this AGREEMENT. If, however, the Contractor does not provide these route services after being notified by the District of the opportunity to provide such service, the District may, at its sole discretion, make all necessary arrangements with other service providers to complete the route service(s).
- b. The Contractor may be asked to provide field, activity and athletic trips during the term of this AGREEMENT. If, however, the Contractor does not accept the trip or trips within a reasonable time after being notified by the District of the opportunity to provide such service, the District may,

at its sole discretion, make all necessary arrangements with other service providers to complete the trip or trips.

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

### **3. COMPENSATION AND BILLING**

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

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

### **4. FUEL PRICE PROVISION**

The District understands that the prices for fuel used in providing student transportation services have been changing and have become a significant operating cost in recent years. During the Term of this AGREEMENT, the PARTIES hereby agree the Contractor is responsible for the cost of fuel in this AGREEMENT.

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

- a. Services. ARTICLE 7 of the SPECIFICATION

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

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

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

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

- b. Equipment. ARTICLE 8 of the SPECIFICATION

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

- i. Contractor Fleet. Contractor will provide a fleet of school buses including spares that meet the specifications in ARTICLE 8 and, as to type, manufacturer year, capacity, and quantity, are equal to but not less than the vehicle inventory (Section labelled "FLEET LIST") provided with the Contractor proposal and written quotation dated March 17, 2020. All buses shall be equipped with video systems with two (2) cameras and live GPS.

Nothing in this Section shall not replace the requirements and provisions for equipment as outlined in ARTICLE 8 of the SPECIFICATION.

- ii. District Name on Buses. As provided in SECTION 8.1.6. of the SPECIFICATION, Contractor agrees to identify "White Bear Lake Area Schools" on all primary regular and special needs route buses with display on the panel below the passenger windows on the two sides of each primary route bus, not inconsistent with requirements of state law and regulations. The District will annually notify the Contractor of the primary routes to which this provision applies.

- c. Personnel. ARTICLE 9 of the SPECIFICATION

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

**6. ANNUAL SERVICE PLAN**

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

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

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

**7. SECTION 4.7: PROGRAM GROWTH**

The District will reserve the right to increase or decrease the quantity of services as outlined in ARTICLE 4 and SECTION 4.1 of the SPECIFICATION and/or the number of buses or vans over the life of the contract(s), based on the terms described in this SPECIFICATION. The cost of the added or reduced buses or vans will be at the unit cost approved in the basic contract(s).

Notwithstanding SPECIFICATION SECTION 4.1, should the program significantly change in scope, such as four-day week, or altered school year due to a pandemic, or other statewide emergency authorized by Governor’s Executive Order, either Party may request, following provisions in the AGREEMENT, that appropriate pricing adjustments be considered.

**8. PERFORMANCE SECURITY**

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

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

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

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

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

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

District must inform the Contractor in writing within thirty (30) days of a listed violation and its intent to assess liquidated damages for such violation. Except for lesser dates required to cure an incident in this SECTION communicated by the District either orally or in writing, Contractor shall have ten (10) days following such notice on all other incidents to cure the incident prior to assessment of liquidated damages. Failure to timely notify the Contractor shall relieve the Contractor of its obligation to pay liquidated damages for the alleged violation.

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

## **10. OTHER PROVISIONS**

Contractor agrees to comply with the following:

### **a. Governing Law**

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

### **b. Data Privacy**

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

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

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

**c. Force Majeure**

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

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

**d. Indemnification**

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

**e. Assignment**

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

**f. Subcontract**

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

**g. Termination**

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

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

**h. Severability**

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

**i. Modification**

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

**j. Survival**

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

**k. District Crisis Management Policy**

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

**l. Notices To Parties**

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

Notices to District shall be addressed to:

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

Notices to Contractor shall be addressed to:

Tashitaa Tufaa  
President and CEO  
Metropolitan Transportation Network, Inc.  
8260 Hickory Street NE  
Fridley, MN 55432

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

**m. Entire Agreement**

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

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 8th day of June 2020.

**White Bear Lake Area Schools**

By: \_\_\_\_\_  
Donald Mullin  
Chair, School Board

**Metropolitan Transportation Network, Inc.**

By: \_\_\_\_\_  
Tashitaa Tufaa  
President and CEO

By: \_\_\_\_\_  
Jessica Ellison  
Clerk, School Board

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

**Metropolitan Transportation Network, Inc.**

**EXHIBIT A -- PRICE AND RATE SCHEDULE**

**EXHIBIT A-1: REGULAR ROUTE SERVICES**

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

**SCHOOL YEAR 2020-21 [Year Ending July 31, 2021]**

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

Bus Size	Cost Per Route-Day; Multiple Run/Route	Cost Per Route-Day; Single Run/Route	Cost Per ½ Route-Day
83-90 Passenger Bus	\$345.42	\$345.42	\$276.74
71-77 Passenger Bus	\$345.42	\$345.42	\$276.74

2. **Rates for Excess Mileage and Time – Regular “To and From” Services (Item 1 above):**  
\$ 15.00 per one-quarter (1/4) hour for time in excess of the route times, four and one-half (4.5) “live” hours per day or 2.25 “live” hours per ½ day, whichever is greater, computed on an individual bus basis per day.

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

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

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

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

Bus and Van Size	Lift?		Cost Per Route-Day; Multiple Run/Route	Cost Per Route-Day; Single Run/Route	Cost Per ½ Route-Day	Cost Per “Live” Hour
Class C or D Bus	Yes	No	\$345.42	\$345.42	\$276.74	XXXX
Class A or B Bus	Yes	No	\$341.38	\$341.38	\$272.70	XXXX
Van or Type III	Yes	No	\$227.25	\$227.25	\$181.00	XXXX
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$32.00
Lift			\$15.00	\$15.00	\$15.00	XXXX

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

\$ 15.00 per one-quarter (1/4) hour for time in excess of the route times, four and one-half (4.5) “live” hours per day or 2.25 “live” hours per ½ day, whichever is greater, computed on an individual bus basis per day.

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

Bus and Van Size	Lift?		Cost Per Route-Day; Multiple Run/Route	Cost Per Route-Day; Single Run/Route	Cost Per ½ Route-Day	Cost Per “Live” Hour
Class C or D Bus	Yes	No	\$345.42	\$345.42	\$276.74	XXXX
Class A or B Bus	Yes	No	\$341.38	\$341.38	\$272.70	XXXX
Van or Type III	Yes	No	\$227.25	\$227.25	\$181.00	XXXX
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$32.00
Lift			\$15.00	\$15.00	\$15.00	XXXX

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

Bus and Van Size	Cost Per “Live” Hour*	Cost Per Day
Class C or D Bus	\$85.00	XXXX
Class A or B Bus	\$85.00	XXXX
Van or Type III	\$85.00	XXXX
Bus Assistant/Aide	\$32.00	XXXX

\* two hour minimum; billed in ¼ hour increments after the second hour.

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

**EXHIBIT A-3: OTHER SERVICES**

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

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

Bus and Van Size	Cost Per "Live" Hour*	Cost Per Day
Class C or D Bus	\$85.00	XXX
Class A or B Bus	\$85.00	XXX
Multi-function School Activity Bus (MFSAB)	n/a	XXX
Van or Type III	\$85.00	XXX

\* two hour minimum; billed in ¼ hour increments after the second hour.

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

Bus and Van Size	Cost Per Day	Cost Per "Live" Hour*
Class C or D Bus	\$310.88	XXX
Class A or B Bus	\$307.24	XXX
Multi-function School Activity Bus (MFSAB)	n/a	XXX
Van or Type III	\$204.53	XXX
Bus Assistant/Aide	XXX	\$28.80

\* two hour minimum; billed in ¼ hour increments after the second hour.

**Option:** The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services. 90 % of transportation rates in Exhibit A-2 above.

- 3.** Performance Security (Bond) Cost \$ 5.00 per \$1,000 of projected annual cost  
(ref Sec 5.5)
- 4.** Excess Liability Insurance Cost \$ n/a per \$1,000,000 of projected annual cost  
(ref Sec 7.3)
- 5.** Digital Cameras (ref. Sec 8.5) \$ 450.00 per unit for each additional unit

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

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

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

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

	Cost Per "Live" Hour*	Cost Per Mile	Cost Per 1/4 Hour Waiting	Minimum Cost Per Trip
a. Trips within school district boundaries				
i. Class C/D Bus	\$65.00	XXX	\$15.00	\$130.00
ii. Class A/B Mini bus	\$65.00	XXX	\$15.00	\$130.00
iii. Multi-function School Activity Bus (MFSAB)	XXX	XXX	XXX	XXX
iv. Type III van	\$65.00	XXX	\$15.00	\$130.00
b. Trips outside school district boundaries.	<i>Round trips of 60 miles or less</i>			
i. Class C/D Bus	\$65.00	\$2.50	\$15.00	\$130.00
ii. Class A/B Mini bus	\$65.00	\$2.50	\$15.00	\$130.00
iii. Multi-function School Activity Bus (MFSAB)	XXX	XXX	XXX	XXX
iv. Type III van	\$65.00	\$2.00	\$15.00	\$130.00
v. Coach bus	n/a	n/a	n/a	n/a
c. Trips outside school district boundaries.	<i>Round trips of more than 60 miles</i>			
i. Class C/D Bus	\$65.00	\$2.50	\$15.00	\$130.00
ii. Class A/B Mini bus	\$65.00	\$2.50	\$15.00	\$130.00
iii. Type III van	\$65.00	\$2.00	\$15.00	\$130.00
iv. Coach bus	n/a	n/a	n/a	n/a
d. Trailer	XXXX	XXXX	XXXX	\$75.00
e. Overnight Trips outside the school district boundaries	<i>Round trips of more than 60 miles; District approvals required</i>			
i. Driver labor cost on-duty at site	XXXX	XXXX	Negotiate	XXXX
ii. Driver overnight expenses	XXXX	XXXX	XXXX	negotiate
f. Non-peak Rate Discount: non-peak (9:00AM to 2:00PM after 4:00PM) trip charge discount from rates above	0%			

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

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

*Prices for each year of the term shall be based on a maximum of 166 days of school operation.*

**SCHOOL YEAR 2021-22 [Year Ending July 31, 2022]**

**The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year \_\_\_\_\_\*\_\_\_\_\_ increase over 2020-21**

\* lesser of a 2% rate increase or the increase for this year of the contract term equal to the rate increase for “new state aid”, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases.

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

*Prices for each year of the term shall be based on a maximum of 166 days of school operation.*

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

**SCHOOL YEAR 2022-23 [Year Ending July 31, 2023]**

**The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year \_\_\_\_\_\*\_\_\_\_\_ increase over 2021-22**

\* lesser of a 2% rate increase or the increase for this year of the contract term equal to the rate increase for “new state aid”, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases.

**SCHOOL YEAR 2023-24 [Year Ending July 31, 2024]**

**The Service Provider will complete the services in this schedule for a  
percentage increase over the preceding year \_\_\_\_\_\*\_\_\_\_\_ increase over 2022-23**

\* lesser of a 2% rate increase or the increase for this year of the contract term equal to the rate increase for “new state aid”, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases.

## STUDENT TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of June 2020, by and between **Independent School District 624, White Bear Lake Area Schools**, Ramsey County, Minnesota, with its District Office at 4855 Bloom Avenue, White Bear Lake, Minnesota 55110, Minnesota, hereinafter called "District" and **Twin City Transportation, Inc.**, with its local office at 1408 Northland Drive, Suite 101; Mendota Heights, Minnesota 55120, hereinafter called "Contractor."

### WITNESSETH

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

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

WHEREAS, pursuant to Minnesota Statute 2019, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

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

#### 1. TERM

The term of this AGREEMENT shall commence August 1, 2020 and shall continue through July 31, 2022 consistent with GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES (hereinafter referred to as the "SPECIFICATION"). For purposes of this AGREEMENT, the term "Contract Year" shall mean each one-year period commencing August 1 during the term of this AGREEMENT.

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

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

This AGREEMENT may be extended at the mutual written agreement of the Parties for an additional two one (1) year periods upon such terms as identified and described in the SPECIFICATION, this AGREEMENT and the PRICE AND RATE SCHEDULE, EXHIBIT A hereto. The District will notify the Contractor by January 31, 2022 of their desire to extend the existing AGREEMENT. All terms and conditions will remain the same except for applicable compensation adjustments described in this AGREEMENT and EXHIBIT A.

#### 2. SCOPE OF SERVICES REQUIRED

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

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

### **3. COMPENSATION AND BILLING**

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

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

### **4. FUEL PRICE ADJUSTMENT PROVISION**

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

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

- a. Services. ARTICLE 7 of the SPECIFICATION  
Contractor agrees to comply with the provisions of this ARTICLE, including the following:
  - i. Insurance Coverage; SECTION 7.4. Contractor must provide the above referenced insurance with the following minimum limits:

Bodily injury insurance	\$1,000,000 combined single limit
Comprehensive property damage insurance	\$1,000,000 combined single limit
Excess Liability (Umbrella) insurance	\$2,000,000
Workers' compensation insurance	per Minnesota Statutes and laws
- b. Equipment. ARTICLE 8 of the SPECIFICATION  
In the event that District or any governmental agency imposes additional equipment requirements other than those set forth in this AGREEMENT on Contractor's vehicles during the term of this AGREEMENT which are specific requirements for the operation of this contract or immediate installation is required for continuing operation of the vehicles, Contractor and District shall negotiate in good faith concerning price increases applicable to such equipment installation.
- c. Personnel. ARTICLE 9 of the SPECIFICATION  
Contractor agrees to comply with the provisions of this ARTICLE 9, including employing at a minimum personnel for the full-time positions to fulfill the responsibilities required by SECTION 9.1. and 9.1.1. of the SPECIFICATION.

### **6. ANNUAL SERVICE PLAN**

SECTION 7.1: Service Provider Annual Service Plan

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

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

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

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

## **7. PERFORMANCE SECURITY**

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

The District reserves the right, at its sole discretion and Contractor cost liability, at any time during the initial term or extension of this AGREEMENT, to require Contractor to provide performance security in the form of a bond or irrevocable letter of credit equal to 100% of the estimated annual services then remaining to be performed under this AGREEMENT.

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

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

- a. One-half (1/2) the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  - i. Running a route without the required equipment as required by this AGREEMENT.
  - ii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to bad weather, or an Act of God, and without notification of the District within the ten (10) minutes.
  - iii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to uncontrollable vehicle breakdown without a replacement bus/vehicle with thirty (30) minutes as provided in SECTION 8.7 of the SPECIFICATION and with notification of the District within the ten (10) minutes.
  - iv. Transporting persons other than those assigned, without the prior approval of the District.
  - v. Failure to have a driver fully prepared to complete the assigned bus services prior to the school year or commencing a trip.
- b. The normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  - i. Failure to correct within three (3) calendar days a problem or complete an agreed change in a route, service or schedule.
  - ii. Running a route without an aide, if an aide is required by the District.
  - iii. Conduct of a Contractor’s employee, including disrespectful behavior toward parents and District administrators and staff that is not fully satisfactory to the District after being put on notice on three (3) prior occasions during each school year.
  - iv. Failure of the Contractor to satisfy the Performance Standards in the SPECIFICATION after being put on notice on three (3) prior occasions during each school year.

- c. Twice the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following :
- i. Allowing a driver to drive a route without the appropriate driver's license.
  - ii. Allowing a driver to provide any bus services after the driver has been suspended for non-compliance of federal, state or District rules, regulations, laws or procedures.
  - iii. Failure to provide a bus for a route or bus service due to lack of drivers or equipment.
  - iv. Running a route with a vehicle that does not have a current inspection sticker.

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

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

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

## **9. OTHER PROVISIONS**

Contractor agrees to comply with the following:

### **a. Governing Law**

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

### **b. Data Privacy**

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

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

### **c. Force Majeure**

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

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

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

**m. Entire Agreement**

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

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 8th day of June 2020.

**White Bear Lake Area Schools**

By: \_\_\_\_\_

Donald Mullin  
Chair, School Board

**Twin City Transportation, Inc.**

By: \_\_\_\_\_

*Thomas Reis*  
Thomas Reis, President

By: \_\_\_\_\_

Jessica Ellison  
Clerk, School Board

**d. Indemnity**

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

**e. Assignment**

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

**f. Subcontract**

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

**g. Termination**

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

**h. Severability**

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

**i. Modification**

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

**j. Survival**

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

**k. District Crisis Management Policy**

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

**l. Notices To Parties**

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

Notices to District shall be addressed to:

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

Notices to Contractor shall be addressed to:

Thomas Reis  
President  
Twin City Transportation, Inc.  
1408 Northland Drive, Suite 101  
Mendota Heights, MN 55120

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

**Twin City Transportation, Inc.**

**EXHIBIT A -- PRICE AND RATE SCHEDULE**

**SCHOOL YEAR 2020-21 [Year Ending July 31, 2021]**

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

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

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

Van Size	Lift?		Cost Per Route-Day; Multiple Run/Route	Cost Per Route-Day; Single Run/Route	Cost Per ½ Route-Day	Cost Per Hour
Type III Van	Yes	No	XXXX	XXXX	XXXX	XXXX
<u>Alternate:</u>	<u>Lift</u>		<u>Per “Live” Minute</u>		<u>Minimum per Route*</u>	
w/o wheelchair	XXXX		\$1.66		\$83.00	
w/ wheelchair	\$10.00		\$1.66		\$93.00	
Management fee	+ 3% fee on services costs				* 50 minute min.	
<u>Alternate w/Bus Aide</u>			<u>Per “Live” Minute</u>		<u>Minimum per Route**</u>	
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00#
w/o wheelchair	XXXX		\$1.66		\$91.30	
w/ wheelchair	\$10.00		\$1.66		\$101.30	
Management fee	+ 3% fee on services costs				** 55 minute min.	

# two hour minimum; two hour maximum

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

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

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

Van Size	Lift?		Cost Per Route-Day; Multiple Run/Route	Cost Per Route-Day; Single Run/Route	Cost Per ½ Route-Day	Cost Per Hour
Type III Van	Yes	No	XXXX	XXXX	XXXX	XXXX
Alternate:	Lift		Per “Live” Minute		Minimum per Route*	
w/o wheelchair	XXXX		\$1.66		\$83.00	
w/ wheelchair	\$10.00		\$1.66		\$93.00	
Management fee	+ 3% fee on services costs				* 50 minute min.	
Alternate w/Bus Aide			Per “Live” Minute		Minimum per Route**	
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00#
w/o wheelchair	XXXX		\$1.66		\$91.30	
w/ wheelchair	\$10.00		\$1.66		\$101.30	
Management fee	+ 3% fee on services costs				** 55 minute min.	

# two hour minimum; two hour maximum

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

4. **Special Needs and McKinney-Vento Services – Out-of-District.** The cost for all AM and PM special needs and displaced students covered by the McKinney-Vento Act, including home-to-school transportation services, provided out-of-district for the days of school operation shall be one of the following unit costs.

Van Size	Lift?		Cost Per Route-Day; Multiple Run/Route	Cost Per Route-Day; Single Run/Route	Cost Per ½ Route-Day	Cost Per Hour
Type III Van	Yes	No	XXXX	XXXX	XXXX	XXXX
<u>Alternate:</u>	<u>Lift</u>		<u>Per “Live” Minute</u>		<u>Minimum per Route*</u>	
w/o wheelchair	XXXX		\$1.66		\$83.00	
w/ wheelchair	\$10.00		\$1.66		\$93.00	
Management fee	+ 3% fee on services costs				* 50 minute min.	
<u>Alternate w/Bus Aide</u>			<u>Per “Live” Minute</u>		<u>Minimum per Route**</u>	
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00#
w/o wheelchair	XXXX		\$1.66		\$91.30	
w/ wheelchair	\$10.00		\$1.66		\$101.30	
Management fee	+ 3% fee on services costs				** 55 minute min.	

# two hour minimum; two hour maximum

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

Van Size	Lift?		Cost Per Route-Day; Multiple Run/Route	Cost Per Route-Day; Single Run/Route	Cost Per ½ Route-Day	Cost Per Hour
Type III Van	Yes	No	XXXX	XXXX	XXXX	XXXX
Alternate:	Lift		Per “Live” Minute		Minimum per Route*	
w/o wheelchair	XXXX		\$1.66		\$83.00	
w/ wheelchair	\$10.00		\$1.66		\$93.00	
Management fee	+ 3% fee on services costs				* 50 minute min.	
Alternate w/Bus Aide			Per “Live” Minute		Minimum per Route**	
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00#
w/o wheelchair	XXXX		\$1.66		\$91.30	
w/ wheelchair	\$10.00		\$1.66		\$101.30	
Management fee	+ 3% fee on services costs				** 55 minute min.	

# two hour minimum; two hour maximum

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

**EXHIBIT A-3: OTHER SERVICES**

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

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

Van Size	Lift?		Cost Per Route-Day; Multiple Run/Route	Cost Per Route-Day; Single Run/Route	Cost Per ½ Route-Day	Cost Per Hour
Type III Van	Yes	No	XXXX	XXXX	XXXX	XXXX
Alternate:	Lift		Per “Live” Minute		Minimum per Route*	
w/o wheelchair	XXXX		\$1.66		\$83.00	
w/ wheelchair	\$10.00		\$1.66		\$93.00	
Management fee	+ 3% fee on services costs				* 50 minute min.	
Alternate w/Bus Aide			Per “Live” Minute		Minimum per Route**	
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00#
w/o wheelchair	XXXX		\$1.66		\$91.30	
w/ wheelchair	\$10.00		\$1.66		\$101.30	
Management fee	+ 3% fee on services costs				** 55 minute min.	

# two hour minimum; two hour maximum

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

Van Size	Lift?		Cost Per Route-Day; Multiple Run/Route	Cost Per Route-Day; Single Run/Route	Cost Per ½ Route-Day	Cost Per Hour
Type III Van	Yes	No	XXXX	XXXX	XXXX	XXXX
Alternate:	Lift		Per “Live” Minute		Minimum per Route*	
w/o wheelchair	XXXX		\$1.66		\$83.00	
w/ wheelchair	\$10.00		\$1.66		\$93.00	
Management fee	+ 3% fee on services costs				* 50 minute min.	
Alternate w/Bus Aide			Per “Live” Minute		Minimum per Route**	
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00#
w/o wheelchair	XXXX		\$1.66		\$91.30	
w/ wheelchair	\$10.00		\$1.66		\$101.30	
Management fee	+ 3% fee on services costs				** 55 minute min.	

# two hour minimum; two hour maximum

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

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

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

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

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

	Cost Per Hour	Cost Per Mile	Cost Per 1/4 Hour Waiting	Minimum Cost Per Trip
a. Trips within school district boundaries				
i. Type III van	XXX	See alternate		XXX
b. Trips outside school district boundaries.	<i>Round trips of 60 miles or less</i>			
i. Type III van	XXX	See alternate		XXX
c. Trips outside school district boundaries.	<i>Round trips of more than 60 miles</i>			
i. Type III van	XXX	See alternate		XXX
d. Trailer	XXXX	XXXX	XXXX	XXXX
e. Overnight Trips outside the school district boundaries	<i>Round trips of more than 60 miles; District approvals required</i>			
i. Driver labor cost on-duty at site	XXXX	XXXX	XXXX	XXXX
ii. Driver overnight expenses per day	XXXX	XXXX	XXXX	XXXX
f. Non-peak Rate Discount: non-peak (9:00AM to 2:00PM after 4:00PM) trip charge discount from rates above	0%			
<u>Alternate:</u>	<u>Lift</u>	<u>Per "Live" Minute</u>		<u>Minimum per Route*</u>
w/o wheelchair	XXXX	\$1.66		\$83.00
w/ wheelchair	\$10.00	\$1.66		\$93.00
Management fee	+ 3% fee on services costs			* 50 minute min
<u>Alternate w/Bus Aide</u>		<u>Per "Live" Minute</u>		<u>Minimum per Route**</u>
Bus Assistant/Aide		XXXX	XXXX	XXXX \$25.00#
w/o wheelchair	XXXX	\$1.66		\$91.30
w/ wheelchair	\$10.00	\$1.66		\$101.30
Management fee	+ 3% fee on services costs			** 55 minute min.

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

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

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

**SCHOOL YEAR 2021-22 [Year Ending July 31, 2022]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year** \_\_\_\_\_\* increase over 2020-21

\* lesser of a 2% rate increase or the increase for this year of the contract term equal to the rate increase for “new state aid”, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases.

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

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

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

**SCHOOL YEAR 2022-23 [Year Ending July 31, 2023]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year** \_\_\_\_\_\* increase over 2021-22

\* lesser of a 2% rate increase or the increase for this year of the contract term equal to the rate increase for “new state aid”, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases.

**SCHOOL YEAR 2023-24 [Year Ending July 31, 2024]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year** \_\_\_\_\_\* increase over 2022-23

\* lesser of a 2% rate increase or the increase for this year of the contract term equal to the rate increase for “new state aid”, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases.

## **STUDENT TRANSPORTATION AGREEMENT**

THIS AGREEMENT is made and entered into as of the 8th day of June 2020, by and between **Independent School District 624, White Bear Lake Area Schools**, Ramsey County, Minnesota, with its District Office at 4855 Bloom Avenue, White Bear Lake, Minnesota 55110, Minnesota, hereinafter called “District” and **Treasured Transportation, LLC.**, with its local office at 1355 Geneva Avenue North, Suite 101, Oakdale, Minnesota 55128, hereinafter called “Contractor.”

### **WITNESSETH**

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

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

WHEREAS, pursuant to Minnesota Statute 2019, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

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

### **1. TERM**

The term of this AGREEMENT shall commence August 1, 2020 and shall continue through July 31, 2022 consistent with GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES (hereinafter referred to as the “SPECIFICATION”). For purposes of this AGREEMENT, the term “Contract Year” shall mean each one-year period commencing August 1 during the term of this AGREEMENT.

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

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

This AGREEMENT may be extended at the mutual written agreement of the Parties for an additional two one (1) year periods upon such terms as identified and described in the SPECIFICATION, this AGREEMENT and the PRICE AND RATE SCHEDULE, EXHIBIT A hereto. The District will notify the Contractor by January 31, 2022 of their desire to extend the existing AGREEMENT. All terms and conditions will remain the same except for applicable compensation adjustments described in this AGREEMENT and EXHIBIT A.

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

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

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

### **3. COMPENSATION AND BILLING**

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

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

### **4. FUEL PRICE ADJUSTMENT PROVISION**

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

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

- a. Services. ARTICLE 7 of the SPECIFICATION

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

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

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

- b. Equipment. ARTICLE 8 of the SPECIFICATION

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

- c. Personnel. ARTICLE 9 of the SPECIFICATION

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

### **6. ANNUAL SERVICE PLAN**

SECTION 7.1: Service Provider Annual Service Plan

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

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

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

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

## **7. PERFORMANCE SECURITY**

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

The District reserves the right, at its sole discretion and Contractor cost liability, at any time during the initial term or extension of this AGREEMENT, to require Contractor to provide performance security in the form of a bond or irrevocable letter of credit equal to 100% of the estimated annual services then remaining to be performed under this AGREEMENT.

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

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

- a. One-half (1/2) the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  - i. Running a route without the required equipment as required by this AGREEMENT.
  - ii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to bad weather, or an Act of God, and without notification of the District within the ten (10) minutes.
  - iii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to uncontrollable vehicle breakdown without a replacement bus/vehicle with twenty (20) minutes as provided in SECTION 8.7 of the SPECIFICATION and with notification of the District within the ten (10) minutes.
  - iv. Transporting persons other than those assigned, without the prior approval of the District.
  - v. Failure to have a driver fully prepared to complete the assigned bus services prior to the school year or commencing a trip.
- b. The normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  - i. Failure to correct within three (3) calendar days a problem or complete an agreed change in a route, service or schedule.
  - ii. Running a route without an aide, if an aide is required by the District.
  - iii. Conduct of a Contractor’s employee, including disrespectful behavior toward parents and District administrators and staff that is not fully satisfactory to the District after being put on notice on three (3) prior occasions during each school year.
  - iv. Failure of the Contractor to satisfy the Performance Standards in the SPECIFICATION after being put on notice on three (3) prior occasions during each school year.

- c. Twice the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following :
  - i. Allowing a driver to drive a route without the appropriate driver's license.
  - ii. Allowing a driver to provide any bus services after the driver has been suspended for non-compliance of federal, state or District rules, regulations, laws or procedures.
  - iii. Failure to provide a bus for a route or bus service due to lack of drivers or equipment.
  - iv. Running a route with a vehicle that does not have a current inspection sticker.

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

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

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

#### **9. SECTION 4.7: PROGRAM GROWTH**

The District will reserve the right to increase or decrease the quantity of services as outlined in ARTICLE 4 and SECTION 4.1 of the SPECIFICATION and/or the number of buses or vans over the life of the contract(s), based on the terms described in this SPECIFICATION. The cost of the added or reduced buses or vans will be at the unit cost approved in the basic contract(s).

Notwithstanding SPECIFICATION SECTION 4.1, should the program significantly change in scope, such as four-day week, or altered school year due to a pandemic, or other statewide emergency authorized by a Governor's Executive Order, either Party may request, following provisions in the AGREEMENT, that appropriate pricing adjustments be considered.

#### **10. OTHER PROVISIONS**

Contractor agrees to comply with the following:

##### **a. Governing Law**

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

##### **b. Data Privacy**

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

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

##### **c. Force Majeure**

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

employees as the District deems appropriate and necessary to provide the regular services and operations contemplated by this AGREEMENT.

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

**d. Indemnity**

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

**e. Assignment**

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

**f. Subcontract**

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

**g. Termination**

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

**h. Severability**

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

**i. Modification**

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

**j. Survival**

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

**k. District Crisis Management Policy**

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

**l. Notices To Parties**

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

Notices to District shall be addressed to: Tim Wald  
Asst Superintendent for Finance and Operations  
White Bear Lake Area Schools  
4855 Bloom Avenue  
White Bear Lake, MN 55110

Notices to Contractor shall be addressed to: Ben Roby  
Owner  
Treasured Transportation, LLC  
1355 Geneva Avenue North, Suite 101  
Oakdale, Minnesota 55128

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

**m. Entire Agreement**

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

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 8th day of June 2020.

**White Bear Lake Area Schools**

**Treasured Transportation, LLC**

By: \_\_\_\_\_  
Donald Mullin  
Chair, School Board

By: \_\_\_\_\_  
Anthony Robinette, Owner

By: \_\_\_\_\_  
Jessica Ellison  
Clerk, School Board

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

**Treasured Transportation, LLC**

**EXHIBIT A -- PRICE AND RATE SCHEDULE**

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

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

**SCHOOL YEAR 2020-21 Year Ending July 31, 2021]**

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

Van Size	Lift?		Cost Per Route-Day; Multiple Run	Cost Per Route-Day; Single Run	Cost Per ½ Route-Day	Cost Per Hour*
Type III Van	Yes	No	\$235.87	\$219.87	\$170.00	XXXX
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00
Lift			XXXX	XXXX	XXXX	XXXX
Excess mileage			<u>Per Mile</u>			
Type III Van w/o lift		No	\$2.99#	# per mile for all routes exceeding 80 miles terminal to terminal		

\* two hour minimum; billed in 1/4 hour increments after the second hour.

- 2. Rates for Excess Mileage and Time – Special Education and Special Needs Services (Item 1 above):**  
\$ 7.50 per one-quarter (1/4) hour for time in excess of the route times, four and one-half (4.5) “live” hours per day or 2.25 “live” hours per ½ day, whichever is greater, computed on an individual bus basis per day.

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

Van Size	Lift?		Cost Per Route-Day; Multiple Run	Cost Per Route-Day; Single Run	Cost Per ½ Route-Day	Cost Per Hour*
Type III Van	Yes	No	\$235.87	\$219.87	\$170.00	XXXX
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00
Lift			XXXX	XXXX	XXXX	XXXX
Excess mileage			<u>Per Mile</u>			
Type III Van w/o lift		No	\$2.99#	# per mile for all routes exceeding 80 miles terminal to terminal		

\* two hour minimum; billed in 1/4 hour increments after the second hour.

- 4. Special Needs and McKinney-Vento Services – Out-of-District.** The cost for all AM and PM special needs and displaced students covered by the McKinney-Vento Act, including home-to-school transportation services, provided out-of-district for the days of school operation shall be one of the following unit costs.

Van Size	Lift?		Cost Per Route-Day; Multiple Run	Cost Per Route-Day; Single Run	Cost Per ½ Route-Day	Cost Per Hour*
Type III Van	Yes	No	\$235.87	\$219.87	\$170.00	XXXX
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00
Lift			XXXX	XXXX	XXXX	XXXX
Excess mileage			<u>Per Mile</u>			
Type III Van w/o lift		No	\$2.99#	# per mile for all routes exceeding 80 miles terminal to terminal		

\* two hour minimum; billed in 1/4 hour increments after the second hour.

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

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

Van Size	Lift?		Cost Per Route-Day; Multiple Run	Cost Per Route-Day; Single Run	Cost Per ½ Route-Day	Cost Per Hour #
Type III Van	Yes	No	XXXX	XXXX	XXXX	\$59.74
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00
Lift			\$0.00	\$0.00	\$0.00	XXXX
Excess mileage			<u>Per Mile</u>			
Type III Van w/o lift		No	\$2.99#	# per mile for all routes exceeding 80 miles terminal to terminal		

# one hour minimum; billed in 1/4 hour increments after the first hour.

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

**EXHIBIT A-3: OTHER SERVICES**

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

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

Van Size	Lift?		Cost Per Route-Day; Multiple Run	Cost Per Route-Day; Single Run	Cost Per ½ Route-Day	Cost Per Hour #
Type III Van	Yes	No	XXXX	XXXX	XXXX	\$59.74
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00
Lift			XXXX	XXXX	XXXX	XXXX
Excess mileage			Per Mile			
Type III Van w/o lift		No	\$2.99#	# per mile for all routes exceeding 80 miles terminal to terminal		

# one hour minimum; billed in ¼ hour increments after the first hour.

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

Van Size	Lift?		Cost Per Route-Day; Multiple Run	Cost Per Route-Day; Single Run	Cost Per ½ Route-Day	Cost Per Hour #
Type III Van	Yes	No	XXXX	XXXX	XXXX	XXXX
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.00
Lift			XXXX	XXXX	XXXX	XXXX
Alternate:			Per Mile##			
Type III Van w/o lift		No	\$2.99#	# per mile for all routes exceeding 80 miles terminal to terminal		

# one hour minimum; billed in ¼ hour increments after the first hour.

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

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

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

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

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

	Cost Per Hour	Cost Per Mile #	Cost Per 1/4 Hour Wait	Minimum Cost Per Trip
a. Trips within school district boundaries				
i. Type III van	\$59.74	\$2.99#	\$7.50	XXX
b. Trips outside school district boundaries.	<i>Round trips of 60 miles or less</i>			
i. Type III van	\$59.74	\$2.99#	\$7.50	XXX
c. Trips outside school district boundaries.	<i>Round trips of more than 60 miles</i>			
i. Type III van	\$59.74	\$2.99#	\$7.50	XXX
d. Trailer	XXXX	XXXX	XXXX	XXX
e. Overnight Trips outside the school district boundaries	<i>Round trips of more than 60 miles; District approvals required</i>			
i. Driver labor cost on-duty at site	XXXX	XXXX	XXXX	XXXX
ii. Driver overnight expenses per day	XXXX	XXXX	XXXX	XXXX
f. Non-peak Rate Discount: non-peak (9:00AM to 2:00PM after 4:00PM) trip charge discount from rates above	0%			

# per mile for all routes exceeding 80 miles terminal to terminal

**EXHIBIT A-5: PRICES FOR STUDENT TRANSPORTATION SERVICES**

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

**SCHOOL YEAR 2021-22 [Year Ending July 31, 2022]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year** \_\_\_\_\_\* increase over 2020-21

\* lesser of a 2.0% rate increase or the increase for this year of the contract term equal to the rate increase for "new state aid", if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases, but not less than 0.0% rate adjustment.

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

**EXHIBIT A-6: PRICES FOR STUDENT TRANSPORTATION SERVICES**

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

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

**SCHOOL YEAR 2022-23 [Year Ending July 31, 2023]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year** \_\_\_\_\_\* increase over 2021-22

\* lesser of a 2.0% rate increase or the increase for this year of the contract term equal to the rate increase for “new state aid”, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases, but not less than 0.0% rate adjustment.

**SCHOOL YEAR 2023-24 [Year Ending July 31, 2024]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year** \_\_\_\_\_\* increase over 2022-23

\* lesser of a 2.0% rate increase or the increase for this year of the contract term equal to the rate increase for “new state aid”, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases, but not less than 0.0% rate adjustment.

## **STUDENT TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of the 8th day of June 2020, by and between **Independent School District 624, White Bear Lake Area Schools**, Minnesota, with its District Office at 4855 Bloom Avenue, White Bear Lake, Minnesota 55110, hereinafter called "District" and **HALO Transportation LLC**, with its local office at 13533 Jay Street NW, Andover, Minnesota 55304, hereinafter called "Contractor."

### **WITNESSETH**

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

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

WHEREAS, pursuant to Minnesota Statute 2019, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

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

### **1. TERM**

The term of this AGREEMENT shall commence August 1, 2020 and shall continue through July 31, 2022 consistent with GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES (hereinafter referred to as the "SPECIFICATION"). For purposes of this AGREEMENT, the term "Contract Year" shall mean each one-year period commencing August 1 during the term of this AGREEMENT.

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

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

This AGREEMENT may be extended at the mutual written agreement of the Parties for one additional Contract Year upon such terms as identified and described in the SPECIFICATION, this AGREEMENT and the PRICE AND RATE SCHEDULE, EXHIBIT A hereto. The District will notify the Contractor by February 28, 2022 of their desire to extend the existing AGREEMENT. All terms and conditions will remain the same except for applicable compensation adjustments described in this AGREEMENT and EXHIBIT A.

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

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

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

### **3. COMPENSATION AND BILLING**

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

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

#### **4. FUEL PRICE ADJUSTMENT PROVISION**

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

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

- a. Equipment. ARTICLE 6 of the SPECIFICATION

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

- b. Services. ARTICLE 6 of the SPECIFICATION

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

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

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

- c. Personnel. ARTICLE 7 of the SPECIFICATION

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

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

#### **6. ANNUAL SERVICE PLAN**

SECTION 6.1: Service Provider Annual Service Plan

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

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

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

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

## **7. PERFORMANCE SECURITY**

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

The District reserves the right, at its sole discretion and Contractor cost liability, at any time during the initial term or extension of this AGREEMENT, to require Contractor to provide performance security in the form of a bond or irrevocable letter of credit equal to 100% of the estimated annual services then remaining to be performed under this AGREEMENT.

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

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

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

- ii. Allowing a driver to provide any bus services after the driver has been suspended for non-compliance of federal, state or District rules, regulations, laws or procedures.
- iii. Failure to provide a bus for a route or bus service due to lack of drivers or equipment.
- iv. Running a route with a vehicle that does not have a current inspection sticker.

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

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

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

#### **9. SECTION 4.7: PROGRAM GROWTH**

The District will reserve the right to increase or decrease the quantity of services as outlined in ARTICLE 4 and SECTION 4.1 of the SPECIFICATION and/or the number of buses or vans over the life of the contract(s), based on the terms described in this SPECIFICATION. The cost of the added or reduced buses or vans will be at the unit cost approved in the basic contract(s).

Notwithstanding SPECIFICATION SECTION 4.1, should the program significantly change in scope, such as four-day week, or altered school year due to a pandemic, or other statewide emergency authorized by a Governor's Executive Order, either Party may request, following provisions in the AGREEMENT, that appropriate pricing adjustments be considered.

#### **10. OTHER PROVISIONS**

Contractor agrees to comply with the following:

##### **a. Governing Law**

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

##### **b. Data Privacy**

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

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

##### **c. Student Records/Confidentiality**

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

The District has outsourced its school transportation obligations to Contractor and has determined that Contractor is an entity with a legitimate educational interest or need to access certain educational records related to student transportation needs. Accordingly, the District shall

determine, consistent with state and federal law, what educational data to share with Contractor to enable Contractor to fulfill its obligations under this Agreement. Such educational data will be used by Contractor for routing purposes only and for no other reason. District information acquired as a result of these services is confidential and shall not be disclosed unless required by law. The only person at Contractor to have direct access to this confidential information will be identified and communicated by the District.

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

**d. Force Majeure**

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

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

**e. Indemnity**

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

**f. Assignment**

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

**g. Subcontract**

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

**h. Termination**

If either party shall violate any of the covenants or duties imposed upon it by this AGREEMENT, such violation shall entitle the other party to terminate this AGREEMENT. The party desiring to

terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this AGREEMENT shall be deemed terminated.

**i. Severability**

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

**j. Modification**

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

**k. Survival**

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

**l. District Crisis Management Policy**

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

**m. Notices To Parties**

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

Notices to District shall be addressed to:

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

Notices to Contractor shall be addressed to:

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

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

**n. Entire Agreement**

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

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 8th day of June 2020.

**White Bear Lake Area Schools**

**HALO Transportation LLC**

By: \_\_\_\_\_  
Don Mullin  
Chair, School Board

By: \_\_\_\_\_  
Mike Severson  
Owner

By: \_\_\_\_\_  
Jessica Ellison  
Clerk, School Board

# Independent School District 624, White Bear Lake, Minnesota

## STUDENT TRANSPORTATION SERVICES

**HALO Transportation, LLC**

### **EXHIBIT A -- PRICE AND RATE SCHEDULE**

**SCHOOL YEAR 2020-21 [Year Ending July 31, 2021]**

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

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

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

Bus and Van Size	Lift?	Cost Per Route-Day; Multiple Run Route	Cost Per Route-Day; Single Run Route	Cost Per ½ Route-Day	Cost Per Hour*
Class A or B Bus		XXXX	XXXX	XXXX	XXXX
Type III – minivan		\$340.00	\$215.00	XXXX	XXXX
Type III – 10 pass		\$355.00	\$230.00	XXXX	XXXX
Type III w/ barrier		\$370.00	\$245.00	XXXX	XXXX
Bus Assistant/Aide		XXXX	XXXX	XXXX	\$25.00
Lift	No	XXXX	XXXX	XXXX	XXXX

\* 2 hour minimum; billed in tenths of an hour increments after the second hour.

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

\$ 12.50 per one-quarter (1/4) hour for time in excess of the route times, 4.5 “live” hours per day or two one-quarter (2.25) “live” hours per ½ day, whichever is greater, computed on total routes per day and not an individual bus basis per day.

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

Bus and Van Size	Lift?	Cost Per Route-Day; Multiple Run Route	Cost Per Route-Day; Single Run Route	Cost Per ½ Route-Day	Cost Per Hour*
Class A or B Bus	Yes No	XXXX	XXXX	XXXX	XXXX
Type III – minivan		\$340.00	\$215.00	XXXX	XXXX
Type III – 10 pass		\$355.00	\$230.00	XXXX	XXXX
Type III w/ barrier		\$370.00	\$245.00	XXXX	XXXX
Bus Assistant/Aide		XXXX	XXXX	XXXX	\$25.00
Lift	No	XXXX	XXXX	XXXX	XXXX

\* 2 hour minimum; billed in tenths of an hour increments after the second hour.

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

Bus and Van Size	Cost Per Hour#	Cost Per Hour*	Cost Per Day
Class A or B Bus	XXXX	XXXX	XXXX
Van or Type III	\$50.00	XXXX	XXXX
Bus Assistant/Aide	XXXX	\$25.00	XXXX

\* 2 hour minimum; billed in tenths of an hour increments after the second hour.

# 1 hour minimum; billed in tenths of an hour increments after the first hour.

# Independent School District 624, White Bear Lake, Minnesota

## STUDENT TRANSPORTATION SERVICES

### ALTERNATE PRICING FOR EXHIBIT A-2 & A-3

<u>White Bear Lake</u>	<u>2020-2021</u>			
<u>Daily Rate</u>	<u>Type III</u>	<u>Type III-10</u>	<u>Barrier</u>	<u>Bus Aide</u>
Ea 1/4 Hr=\$12.50				
50%	AMO-\$107.5	AMO-\$115.	AMO-\$122.5	\$50.00
60%	PMO-\$129.00	PMO-\$138.	PMO-\$147.00	\$50.00
<u>2 Hours Live</u>	\$215.00	\$230.00	\$245.00	\$50.00
2.25 Hours	\$227.50	\$242.50	\$257.50	\$56.25
2.5 Hours	\$240.00	\$255.00	\$270.00	\$62.50
2.75 Hours	\$252.50	\$267.50	\$282.50	\$68.75
<u>3 Hours</u>	\$265.00	\$280.00	\$295.00	\$75.00
3.25 Hours	\$277.50	\$292.50	\$307.50	\$81.25
3.5 Hours	\$290.00	\$305.00	\$320.00	\$87.50
3.75 Hours	\$302.50	\$317.50	\$332.50	\$93.75
<u>4 Hours</u>	\$315.00	\$330.00	\$345.00	\$100.00
4.25 Hours	\$327.50	\$342.50	\$357.50	\$106.25
4.5 Hours	\$340.00	\$355.00	\$370.00	\$112.50
4.75 Hours	\$352.50	\$367.50	\$382.50	\$118.75
<u>5 Hours</u>	\$365.00	\$380.00	\$395.00	\$125.00
5.25 Hours	\$377.50	\$392.50	\$407.50	\$131.25
5.5 Hours	\$390.00	\$405.00	\$420.00	\$137.50
5.75 Hours	\$402.50	\$417.50	\$432.50	\$143.75
<u>6 Hours</u>	\$415.00	\$430.00	\$445.00	\$150.00

AMO = AM only service; PMO = PM only service

### EXHIBIT A-3: OTHER SERVICES

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

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

Bus and Van Size	Cost Per Hour#	Cost Per Hour*	Cost Per Day
Class A or B Bus	XXXX	XXXX	XXXX
Van or Type III	\$50.00	XXXX	XXXX
Bus Assistant/Aide	XXXX	\$25.00	XXXX

\* 2 hour minimum; billed in tenths of an hour increments after the second hour.

# 1 hour minimum; billed in tenths of an hour increments after the first hour.

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

Bus and Van Size	Cost Per Hour*	Cost Per Day*	Cost Per ¼ Hr*
Class A or B Bus	XXXX	XXXX	XXXX
Type III – minivan	XXXX	\$215.00	\$12.50
Type III – 10 pass	XXXX	\$230.00	\$12.50
Type III w/ barrier	XXXX	\$245.00	\$12.50
Bus Assistant/Aide	\$25.00	XXXX	XXXX

\* 2 hour minimum; billed in 15 minute increments after the second hour.

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

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

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

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

	Cost Per Hour	Cost Per Mile	Cost Per ¼ Wait Hour	Min. Cost Per Trip
a. Trips within the school district boundaries				
i. Type III van	\$100.00	XXX	\$25.00	\$200.00
b. Trips outside the school district boundaries.	<b><i>Round trips of 60 miles or less</i></b>			
i. Class A/B Mini bus	XXX	XXX	XXX	XXX
ii. Type III van	\$100.00	XXX	\$25.00	\$200.00
c. Trips outside the school district boundaries.	<b><i>Round trips of more than 60 miles</i></b>			
i. Class A/B Mini bus	XXX	XXX	XXX	XXX
ii. Type III van	\$100.00	XXX	\$25.00	\$200.00
d. Trailer	XXXX	XXXX	XXXX	XXXX
e. Non-peak Rate Discount: non-peak (9:15AM to 2:00PM after 4:00PM) trip charge discount from rates above				<b><u>  0  </u> %</b>

**EXHIBIT A-5: PRICES FOR STUDENT TRANSPORTATION SERVICES**

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

**SCHOOL YEAR 2021-22 [Year Ending July 31, 2022]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year** \_\_\_\_\_\*\_\_\_\_\_ increase over 2020-21

\* lesser of a 2.0% rate increase or the increase for this year of the contract term equal to the rate increase for “new state aid”, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases, but not less than 0.0% rate adjustment.

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

**EXHIBIT A-6: PRICES FOR STUDENT TRANSPORTATION SERVICES**

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

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

**SCHOOL YEAR 2022-23 [Year Ending July 31, 2023]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year** \_\_\_\_\_\* increase over 2021-22

\* lesser of a 3.0% rate increase or the increase for this year of the contract term equal to the rate increase for “new state aid”, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases, but not less than 0.0% rate adjustment.

**SCHOOL YEAR 2023-24 [Year Ending July 31, 2024]**

**The Service Provider will complete the services in this schedule for a**  
**percentage increase over the preceding year** \_\_\_\_\_\* increase over 2022-23

\* lesser of a 3.0% rate increase or the increase for this year of the contract term equal to the rate increase for “new state aid”, if any, the District receives in the per pupil formula allowance [Basic Student Formula Allowance] for this school year, excluding roll-ins and any restricted increases, but not less than 0.0% rate adjustment.

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

AGENDA ITEM: **Action on Approval of NJPA Purchase Order for ALC  
Phase One Renovation**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

The first project funded by the November referendum, scheduled to begin this summer and to be completed before school starts in the fall, is the phase one project at the Area Learning Center. This renovation will provide updated security features including an improved secure entrance as well as a renovated office space. One unique element of this project is that we are using the National Joint Powers Alliance (NJPA), now managed by Sourcewell. This process allows us to benefit from the joint purchasing power of the program and will allow us to move more quickly to get the work started than if we used the traditional RFP process we will use on our other projects. Instead of approving bids, the Board is asked to approve a purchase agreement.

Tonight, Bob Janssen from the district construction management firm Kraus-Anderson will be on hand to explain the NJPA process and answer questions.

**RECOMMENDED ACTION:** The School Board approve the purchase agreement for the security and office renovation at the Area Learning Center.

**National Joint Powers Alliance (NJPA)**

**Indefinite Quantity Construction Agreement Purchase Order**

This Purchase Order (hereinafter “Purchase Order” or “PO”) is entered into and effective this 4th day of June, 2020, by and between the following parties:

ISD #624  
4855 Bloom Ave  
White Bear Lake, MN 55110

(hereinafter called “Owner”), and

Kraus-Anderson® Construction Company  
501 South Eighth Street  
Minneapolis, MN 55402

(hereinafter called “Contractor”).

WITNESSETH THAT WHEREAS:

- A. The Contractor entered into an Indefinite Quantity Construction Agreement with the National Joint Powers Alliance (“NJPA”), dated Dec 14, 2018 (the “NJPA Agreement”).
- B. Owner is a NJPA Member that requested a Proposal Package from Contractor pursuant to the NJPA Agreement.
- C. Owner and Contractor desire to amend the NJPA Agreement pursuant to this Purchase Order for the following project: White Bear Lake ALC 2020 Security Improvements located at 2449 Orchard Ln, White Bear Lake MN, 55110 (the “Project”).
- D. Except as expressly modified by this PO, all terms and conditions of the NJPA Agreement, and all the respective rights and obligations of the parties under the NJPA Agreement, shall continue unchanged and in full force and effect. Capitalized words and phrases herein shall have the same meanings as are ascribed to such words in the NJPA Agreement, except to the extent otherwise defined in this PO.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby amend the NJPA Agreement and agree as follows.

1. Project Name and Description of the Detail Scope of Work: White Bear Lake ALC 2020 Security Improvements Including MEP Improvements Entrance and office Improvements
2. Owner's Representative: Tim Wald – Asst. Superintendent for Finance and Operations
3. Contractor's Representative: Bob Janssen, – Senior Project Manager
4. Architect Name and Address: Wold Architects and Engineers, 332 Minnesota Street, Suite W2000, Saint Paul, Minnesota 55101
5. Contract Sum: The Owner shall pay the Contractor the Contract Sum of Eight Hundred Sixty Eight Thousand, Four Hundred Thirty-three and 00/100 dollars (\$868,433.00) for the Contractor's performance of this Purchase Order. The attached Exhibits are part of this PO as if each were physically incorporated therein:

Exhibit 1            Not to Exceed Cost, - \$753,030 – **final price will be modified with Gordian Cost amendment with contract amendment.**

Exhibit 2            List of Drawings, Plans and Specifications (the "Contract Documents"), dated April 17, 2020.

Exhibit 3            List of Assumptions and Clarifications, Alternates (if any), Allowances (if any) and Unit Prices (if any), dated List of Drawings, Plans and Specifications (the "Contract Documents").

Owner to furnish RTU for project and such will not be included in this pricing.

6. Date of Commencement: The date of commencement of the Work shall be (a) the date of the PO, (b) upon receipt of the Building Permit for the Project, or (c) the date on which the Construction Manager receives a written notice to proceed from the Owner, whichever is later.

*(Alternatively, if a calendar date is desired in coordination with the substantial completion date, please insert a calendar date below.)*

The date of commencement shall be July 1, 2020 or as soon as permit is available.

7. Substantial Completion Date: The Construction Manager shall achieve Substantial Completion of the entire Work not later than 80 calendar days from the date of commencement under this PO (the "Contract Time").

*(Insert the number of calendar days. Alternatively, if a calendar date is desired in coordination with the date of commencement, please insert a calendar date below.)*

The date of Substantial Completion shall be 9/10/2020.

8. Liquidated Damages: Yes / ☒ No *(Circle One)*

If yes, the following language applies:

The Contractor acknowledges and agrees that if the Contractor fails to achieve Substantial Completion of the Work as a whole on or before the required date for achieving Substantial Completion of the Work, as specified in Section 7 of this PO, and subject to adjustments of the Contract Time and/or Substantial Completion date as provided in the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as the Owner's sole and exclusive remedy and Contractor's sole and exclusive liability for such failure, an amount equal to \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for each day thereafter that Substantial Completion is delayed beyond the required date for achieving Substantial Completion of the Work.

9. Payment and Performance Bond: ☒ Yes / ☐ No

*(Circle One and describe any special requirements below)*

10. Builder's Risk Insurance: ☒ Owner / ☐ Contractor

*(Circle the party required to obtain Builder's Risk Insurance for the Project)*

11. Minnesota Responsible Contractor: The provisions of Minn. Stat. 16C.285 Responsible Contractor are imposed as a requirement of this contract. A false statement under oath verifying compliance with any of the minimum criteria shall make the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction project and may result in termination of a contract awarded to a prime contractor or subcontractor that submits a false statement. The Contractor hereby acknowledges that as a condition subsequent to this agreement, should they not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. The Responsible Contractor Verification and Certification of Compliance is hereto attached and made a part the specifications as Attachments A, A-1, and A-2.
12. Amendments to General Conditions: The following amendments are hereby made to the IQCC Contract General Conditions (MN02IR-042517) (the "General Conditions"):

a. Section 7.1 shall be amended to delete “materials” in the second line and “or provided by the manufacturer” in the last line.

b. Section 7.2 shall be amended to read as follows:

“During the guarantee period, the Contractor shall repair and replace at Contractor’s own expense, all Work that may develop defects in workmanship.”

c. Section 18.2 shall be deleted in its entirety.

d. The following provisions shall be inserted as Section 25.7:

“Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect’s consultants, Owner’s separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 25 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner. Owner or Contractor, as appropriate, shall require of the Architect, Architect’s consultants, Owner’s separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

If during the Project construction period Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, Owner shall waive all rights in accordance with the terms of this Section 25.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.”

e. The following provision shall be inserted as Section 25.8:

“The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of the Agreement. Nothing contained in this Section 25.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.”

The parties hereto have executed this Purchase Order as of the date first set forth above.

**ISD #624**  
**(Owner)**

**Kraus-Anderson® Construction Company**  
**(Contractor)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AGENDA ITEM: **Action on Fiscal Year 2021 Preliminary Budget**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

At its February 10th meeting the Board adopted the revised fiscal year 2020 budget. Since that adoption, assumptions have been made based on adjustments in revenue and expenditures due to the coronavirus pandemic and losses of fee based revenue in funds 2 and 4. The attached budget and table below reflect adjusted beginning fund balances in both fund 2 and 4 based on these adjusted revenue projections.

While the legislature approved a 2% increase in per pupil state aid for fiscal year 21, with the most recent state budget forecast showing a deficit of \$2.4B there is a high probability that the next biennium will result in 0% increase in the per pupil aid formula.

Attached please find the District's Fiscal Year 2021 Preliminary Budget that will be presented for approval at the June 8, 2020 School Board meeting. The budget includes the following assumption:

- Revenue: Operating levy: 1% increase in operating levy revenue each year
- Revenue: State general education formula: 0% increase each year
- Revenue: Special Education: \$1M for FY 21 (based on previous legislation to remove the cap).
- Expenditures: 2% salary increase for FY 21 (current negotiated agreement), steps and lanes only in following years.

The following is a summary of the FY21 preliminary budget:

	<b>Beginning Fund Balance</b>	<b>Revenue and Other Sources</b>	<b>Expenditures</b>	<b>Ending Fund Balance</b>	<b>Fund Balance as Percentage</b>
<b>General Fund (01, 03, 05)</b>	14,765,003	124,008,055	123,679,505	15,343,553	12.4%
<b>Food Service Fund (02)</b>	86,793	4,668,697	4,699,251	56,239	1.2%
<b>Community Services Fund (04)</b>	625,502	6,261,817	6,409,756	477,563	7.5%

**RECOMMENDED ACTION:** Move to approve the fiscal year 2021 preliminary budget as presented.

**White Bear Lake Area Schools**  
**General, Nutritional Services, and Community Services Funds--Revenues and Expenditures Summary**  
**Preliminary FY21 and Projected FY 22, FY23 & FY24 Budgets**

	Actual 2018	Actual 2019	Revised 2020	Preliminary 2021	Projected 2022	Projected 2023	Projected 2024
<b>1 General Fund</b>							
<b>2 Revenue</b>							
<b>3 Local sources</b>							
4 Property taxes	23,936,695	25,808,561	27,587,974	28,738,956	29,026,345	29,316,609	29,609,775
5 Investment earnings	340,801	447,891	385,000	192,500	192,500	192,500	192,500
6 Other	3,523,717	3,608,643	3,400,000	3,400,000	3,400,000	3,400,000	3,400,000
7 State sources	65,052,830	67,373,177	69,690,108	71,735,494	72,473,625	72,588,547	73,662,909
8 Special Education	12,046,280	13,687,904	15,944,863	16,937,382	17,699,564	17,699,564	17,699,564
9 Federal sources	2,693,184	3,378,693	3,003,723	3,003,723	3,003,723	3,003,723	3,003,723
10 Total revenue	\$ 107,593,507	\$ 114,304,869	\$ 120,011,668	\$ 124,008,055	\$ 125,795,757	\$ 126,200,943	\$ 127,568,471
<b>11</b>							
<b>12 Expenditures</b>							
<b>13 Current</b>							
14 Administration	4,439,908	4,767,244	4,803,115	4,921,460	4,934,518	4,989,190	5,035,378
15 District support services	2,296,538	2,486,960	2,200,903	2,240,146	2,246,090	2,264,851	2,279,854
16 Elementary and secondary regular instruction	50,957,421	51,578,338	55,171,349	57,466,256	58,374,300	59,245,390	60,024,950
17 Vocational education instruction	1,466,873	1,781,712	1,535,732	1,601,029	1,623,441	1,644,672	1,663,335
18 Special education instruction	22,539,238	23,855,666	24,073,601	25,252,659	25,673,780	26,076,608	26,440,461
19 Instructional support services	8,697,268	8,842,082	8,391,159	8,748,593	8,871,343	8,987,647	9,089,920
20 Pupil support services	4,734,570	4,833,643	4,981,315	5,217,065	5,300,560	5,380,126	5,451,694
21 Transportation	7,988,841	8,259,630	7,786,002	7,851,526	7,872,360	7,908,559	7,931,195
22 Sites and buildings	8,272,213	9,332,455	9,166,509	8,994,971	9,018,838	9,082,386	9,130,320
23 Fiscal and other fixed cost programs	295,206	293,113	300,000	314,750	329,869	347,845	366,342
24 Debt service							
25 Principal	690,181	717,193	717,193	745,270	779,432	795,020	795,020
26 Interest and fiscal charges	380,524	353,548	353,548	325,780	296,547	281,720	281,720
<b>Budget Reductions</b>							
27 Total expenditures	\$ 112,758,781	\$ 117,101,584	\$ 119,480,426	\$ 123,679,505	\$ 125,321,077	\$ 127,004,015	\$ 128,490,189
28							
29 Excess (deficiency) of revenue over expenditures	(5,165,274)	(2,796,715)	531,242	328,550	474,680	(803,072)	(921,718)
30							
31 Other financing sources (uses)							
36 District Reserves							
37 Assigned for Subsequent Years Budgets							
38 Assigned for Secondary Facilities							
39 Assigned for Construction & Capital Improvements							
40 Assigned for Carryovers							
41 Assigned for Strategic Priorities							
42 Student Transportation Vehicles							
43							
44 Capital lease issued							
47 Proceeds from sale of assets							
48 Prior Period Adjustment							
49 Transfer In							
50 Transfer to Community Service Fund							
51 Total other financing sources (uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52							
53 Net change in fund balances	(5,165,274)	(2,796,715)	531,242	328,550	474,680	(803,072)	(921,718)
54							
55 Fund balances							
56 Beginning of year	25,039,604	19,875,224	17,078,509	17,609,751	17,938,301	18,412,981	17,609,909
57							
58 Ending Fund Balance (Assigned and Unassigned)	19,875,224	17,078,509	17,609,751	17,938,301	18,412,981	17,609,909	16,688,191
59 Ending Fund Balance (Assigned)	5,572,835	3,344,748	2,844,748	2,594,748	2,344,748	2,344,748	2,344,748
60 Ending Fund Balance (Unassigned)	\$ 14,302,389	\$ 13,733,761	\$ 14,765,003	\$ 15,343,553	\$ 15,818,233	\$ 15,015,161	\$ 14,093,443
61 Ending Fund Balance (Unassigned as % of expenditures)	12.7%	11.7%	12.4%	12.4%	12.6%	11.8%	11.0%
62							
63 Nutritional Services							
64 Revenues	Revised 6-30-2020 Ending Fund Balance			86,793			
65 Expenditures	4,563,172	4,610,762	4,640,158	4,668,697	4,738,727	4,809,808	4,881,955
66	4,375,549	4,552,813	4,806,708	4,699,251	4,746,244	4,793,706	4,841,643
67 Excess (deficiency) of revenue over expenditures	187,623	57,949	(166,550)	(30,554)	(7,516)	16,103	40,313
68 Ending Fund Balance	\$ 688,961	\$ 746,910	\$ 580,360	\$ 56,239	\$ 48,723	\$ 64,826	\$ 105,139
69 Ending Fund Balance (as % of expenditures)	15.7%	16.4%	12.1%	1.2%	1.0%	1.4%	2.2%
70							
71 Community Services							
72 Revenues	Revised 6-30-2020 Ending Fund Balance			625,502			
73 General Fund Transfer	6,081,836	6,544,785	6,778,723	6,261,817	6,418,362	6,578,821	6,743,292
74 Expenditures	6,147,818	6,905,050	6,898,483	6,409,756	6,521,927	6,636,060	6,752,192
75							
76 Excess (deficiency) of revenue over expenditures	(65,982)	(360,265)	(119,760)	(147,939)	(103,564)	(57,239)	(8,899)
77 Ending Fund Balance	\$ 1,581,691	\$ 1,221,426	\$ 1,101,666	\$ 477,563	\$ 373,999	\$ 316,760	\$ 307,860
78 Ending Fund Balance (as % of expenditures)	25.7%	17.7%	16.0%	7.5%	5.7%	4.8%	4.6%

AGENDA ITEM: **Action on Approval of Property Purchase Agreements**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

The School Board has discussed the acquisition of property near the high school site if it is beneficial to the plan and as properties become available. Two property owners near the high school site have approached the district with a proposal to purchase their property.

If needed, the purchase agreements will be discussed in closed session pursuant to Minn. Stat. 13D.05, subd. 3(c) to consider two offers to purchase property identified as PID #113022430020 and PID#143022120008, located in the City of White Bear Lake, Ramsey County, State of Minnesota prior to tonight's vote.

**RECOMMENDED ACTION:** Move to approve the two purchase agreements for the properties described as PID #113022430020 and PID#143022120008 located in the City of White Bear Lake, County of Ramsey, State of Minnesota. The Board authorizes the Superintendent and the Assistant Superintendent for Finance and Operations to sign all documents as necessary to acquire said properties.

School Board Chair

Date: June 8, 2020

School Board Clerk

Date: June 8, 2020

AGENDA ITEM: **Policy 415, Mandated Reporting of  
Maltreatment of Vulnerable Adults**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Matt Mons, Director of Human Resources  
Lisa Ouren, Director of Student Services**

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**BACKGROUND:**

School Board Policy 415, Mandated Reporting of Maltreatment of Vulnerable Adults, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in May, and is being recommended for a second reading. This policy had a change in IV – Reporting Procedures in section B. The change is replacing requiring with requires. There are also additions to the Cross References section.

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

**RECOMMENDED ACTION:** To approve Policy 415, Mandated Reporting of Maltreatment of Vulnerable Adults, as recommended by the School Board Policy Committee and Cabinet.

***Adopted: April 29, 1996***

***Revised: August 25, 2003***

***Revised: January 11, 2010***

***Annual Review: August 8, 2011***

***Annual Review: September 10, 2012***

***Annual Review: December 9, 2013***

***Annual Review: October 13, 2014***

***Annual Review: November 9, 2015***

***Annual Review: January 8, 2018***

***Annual Review: March 4, 2019***

***White Bear Lake Area School District #624 Policy 415***

***Annual Review: March 17, 2020***

## **415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS**

### **I. PURPOSE**

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

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

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or who has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

### **III. DEFINITIONS**

- A. "Abuse" means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral,

written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat § 626.5572, Subd. 2.

- B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- C. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- D. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
- E. "Mandated Reporters" means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- F. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- G. "Neglect" means failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care or supervision which is: (1) reasonable and necessary to obtain or maintain

the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.

- H. "School Personnel" means professional employees or their delegates engaged in providing health, educational, social, psychological, law enforcement or other caretaking services of vulnerable adults.
- I. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2) ; (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received, possesses a physical or mental infirmity or other physical, mental or emotional dysfunction that impairs the individual's ability to adequately provide the person's own care without assistance or supervision and because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individuals self from maltreatment.

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

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point (as defined under Minn. Stat. § 626.5572) responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably ~~requiring~~ **requires** the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter, shall to the extent possible, identify the vulnerable adult; the caretaker; the nature and extent of the suspected maltreatment; any evidence of previous maltreatment; the name and address of the reporter; the time, date, and

location of the incident; and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose no public data as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.

- D. A person mandated to report suspected neglect or abuse of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting or who intentionally fails to provide all the material circumstances surrounding the reported incident is guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against a vulnerable adult who is named in a report, is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

## **V. INVESTIGATION**

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

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

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

**Legal References:** Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)  
Minn. Stat. § 245.825 (Aversive and Deprivation procedures; Licensed Facilities and Services)  
Minn. Stat. § 609.221-609.224 (Assault)  
Minn. Stat. § 609.234 (Crimes Against the Person)

Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)  
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. § 609.342-609.3451 (Criminal Sexual Conduct)  
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
Minn. Stat. § 626.5572 (Definitions)  
*In re Kleven*, 736 N.W.2d 707 (Minn. App. 2007)

**Cross References:** WBLASB Policy 103 (Complaints-Students, Employees, Parents, Other Persons)  
WBLASB Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee or Student)  
WBLASB Policy 403 (Discipline Suspension and Dismissal of School District Employees)  
WBLASB Policy 406 (Public and Private Personnel Data)  
WBLASB Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 103 (Complaints-Students, Employees, Parents, Other Persons)  
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, of Student)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

AGENDA ITEM: **Policy 535, Service Animals on School Property**  
MEETING DATE: **June 8, 2020**  
SUGGESTED DISPOSITION: **Operational Item**  
CONTACT PERSON(S): **Lisa Ouren, Director of Student Services**

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**BACKGROUND:**

School Board Policy 535, Service Animals on School Property, had a change in policy number from 650 to 535. This policy was reviewed by the School Board Policy Committee and Cabinet, had a first reading in May, and is recommended for a second reading. This policy has major changes in sections I-Purpose, II – General Statement of Policy, III – Definitions, IV – Access to Programs and Activities: Permitted Inquiries, V – Requirements for All Service Animals, VI – Requesting the Use of a Service Animal at School, VII – Removal or Exclusion of a Service Animal, VIII – Additional Limitations for Miniature Horses, IX – Allergies; Fear of Animals; X – Non-service Animals for Students With Individualized Education Programs (IEPs) or Section 504 Plans, XI – Non-Service Animals As An Accommodation for Employees, XII – Liability, Legal References, and Cross Reference.

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

**RECOMMENDED ACTION:** To approve Policy 535, Service Animals on School Property, as recommended by the School Board Policy Committee and Cabinet.

*Adopted: December 8, 2014*

*White Bear Lake Area School District Policy 535*

*Revised: March 17, 2020*

## **650-535 SERVICE ANIMALS ON SCHOOL PROPERTY**

### **I. PURPOSE**

The purpose of this policy is to establish parameters, guidelines and procedures for the use of service animals by students, employees and visitors in the White Bear Lake Area school district, including school buildings, vehicles, and other property on school district property or to a school-sponsored activity.

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

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds on school district property or to a school-sponsored activity in accordance with, and subject to, this policy.

- A. Pursuant to the Americans with Disabilities Act (ADA), Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation Act, and other federal and state laws, service animals, under appropriate circumstances, must be allowed to accompany students and employees in public school buildings, vehicles and other property. Accordingly, the school district will comply with all applicable laws governing service animals.
- B. It is recognized that service animals are not pets or comfort animals but perform valuable functions and are trained to do important tasks for individuals with disabilities.
  - 1. Use of a service animal by a student with a disability will be allowed in school when it has been determined that the student's disability requires such use for the student to have equal access to and benefit from the services, programs, or activities offered by the school.
  - 2. Use of a service animal by an employee with a disability will be allowed when such use is necessary to enable the employee to perform essential functions of his/her position, or to enable the employee to enjoy equal benefits and privileges of employment as are being enjoyed by other similarly situated employees without disabilities.

### **III. DEFINITIONS**

~~A. — A Comfort animal or pet — Animal whose sole function is to provide emotional support, comfort, companionship, therapeutic benefits, or to promote emotional well-being. Such animals shall not be considered to be service animals.~~

A. Service Animal

A “service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained ~~or is in the process of being trained~~, to do work or perform “work or tasks” for the benefit of a ~~an individual~~ person with a disability, including an individual with a physical, sensory, psychiatric, intellectual or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed ~~must be directly related to the handler’s disability~~ by the service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

~~Person with a disability who is accompanied by a service animal.~~ A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on the individual’s behalf.

C. Work or Tasks

1. Work or tasks” are those functions performed by the service animal.

2. Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship are not “work or tasks” for the purposes of this policy.

~~1. — Such tasks include, but are not limited to, guiding individuals with impaired vision; alerting individuals with impaired hearing; providing minimal~~

protection or rescue work; pulling a wheelchair; fetching dropped items; assisting a person during a seizure; alerting a person to the presence of allergens; providing physical support and assistance with balance or stability; or helping persons with psychiatric or neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

2. Service animals do not include wild animals (including non-human primates born in captivity), farm animals (including any breed of goat or pig), reptiles, rabbits, ferrets, amphibians, rodents, comfort animals, or pets.

#### **D. Trainer**

A “trainer” is a person who is training a service animal and is affiliated with a recognized training program for service animals.

B. Trainer—Person who is affiliated with a reputable training program for service animals and is training a service animal to do work or perform tasks for the benefit of a person with a disability.

#### **IV. PROCEDURES IV. ACCESS TO PROGRAMS AND ACTIVITIES: PERMITTED INQUIRIES**

In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals on school district property or at a school-sponsored activity all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school-sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district. Notification required: There is no automatic right for a student or staff member to be accompanied by a service animal in the school or school district setting. A service animal may not be on school district property without approval from district administration. No fewer than three weeks prior (whenever possible) to the placement of a service animal, the parent/guardian, adult student or staff member will provide district administration a letter from their health care provider regarding the need for a service animal. This letter shall identify and describe the need for the service animal as it relates to the student or staff member's disability and describe the manner in which the service animal meets the individual's need(s).

When an individual with a disability brings a service animal to a school district property or to a school-sponsored activity, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and
2. What work or tasks is the service animal trained to perform.

~~Initial meeting: After receiving notification of the need for a service animal, parties, including, where possible, the student, parent/guardian and/or staff member, district administration (such as building principal), and other appropriate parties (such as members of an IEP team) shall meet. During this meeting the request shall be evaluated and a decision regarding the request for the student or staff member to have the use of the service animal during the school day, at school activities or at the workplace will be made. This evaluation may include a request to formally assess the student's or employee's needs that might explore alternate methods of accommodation. The school district may require a meeting with and/or request additional documentation from the student's health care provider. District administration may also gather information about the service animal, including details about the tasks the service animal has been trained to perform.~~

School district employees shall not make these inquiries of an individual with a disability bringing a service animal on school district property or to a school-sponsored activity. when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below. Plan:

~~Upon approval of the service animal, a plan will be developed by the parent/guardian, adult student or staff member and district administration, including the student's IEP team, where appropriate. At a minimum, the plan shall include: identification of handler; alternate person at school who can give commands to the service animal should the need arise; frequency which the service animal will be on school property; specific needs and/or issues related to a service animal in a school setting; annual communication plan to inform students, parents/guardians, and community members of the service animal, including an opportunity to identify issues and concerns; and procedures to introduce the service animal into the school environment. This plan and approval of the service animal is subject to periodic review, revision, or revocation by district administration.~~

An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal. Removal: The district may require a handler or trainer to remove a service animal from district property, a district vehicle, or a school-sponsored event or activity if: The service animal is out of control and the handler does not take effective action to control it; the service animal poses a direct threat to the health and safety of others that cannot be eliminated by reasonable modifications; the animal is not housebroken; or the animal's presence or behavior fundamentally interferes with the functions of or requires fundamental alteration to district programs.

1. ~~When there is a legitimate reason to ask that a service animal be removed:~~
  - a) ~~The handler or trainer may choose to remain on district property, in the district vehicle, or at the school-sponsored event or activity, unless the handler or trainer has violated a law or school regulation that would warrant the removal of the handler or trainer.~~
  - b) ~~The person with the disability shall be offered an opportunity to obtain goods and services without the animal's presence.~~
2. ~~If a district administrator recommends excluding, limiting, or removing a service animal, the administrator shall convene a meeting to discuss the reason(s) that require the exclusion, limitation, or removal and any alternate methods or actions may resolve the problem(s).~~
3. ~~A student or staff member with a service animal who is aggrieved by a decision to remove, limit, or exclude a service animal may appeal that decision to the superintendent of the school district. Such an appeal must provide written, detailed information regarding the basis of the appeal.~~

## V. **REQUIREMENTS FOR ALL SERVICE ANIMALS REQUIREMENTS**

- A. **The service animal must be required for the individual with a disability.** ~~appropriately trained: Prior to placement in the school building, the school district shall be provided a letter or identification card to demonstrate that the service animal has been trained to perform work or tasks by a reputable agency.~~
- B. **The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.** ~~standards of behavior: The service animal must not disrupt or interfere with the learning or work environment. Requirements for the service animal include the following. The animal:~~
  1. ~~Must be clean, well-groomed, and not odorous; animal must be under the control of its handler;~~
  2. ~~Does not urinate or defecate in inappropriate locations;~~
  3. ~~And/or the animal's conduct does not disrupt the normal course of school business;~~
  4. ~~Works without unnecessary vocalization;~~
  5. ~~Shows no aggression;~~
  6. ~~Does not solicit or steal food or other items;~~

- ~~7. Has been specifically trained to perform its duties in public and is accustomed to being in public;~~
  - ~~8. Must be able to lie quietly beside the handler without blocking walkways or exits; and~~
  9. Must stay within close proximity of the handler at all times unless the nature of a specific task requires it to be working at a greater distance.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g. voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste. The owner of the service animal is responsible for providing veterinary care to the service animal.
- F. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

## VI. **REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL HANDLER RESPONSIBILITIES**

- A. Individuals with a disability seeking to be accompanied by a service animal are required to submit a written request to the building principal or Human Resources office. The recipient of the request will notify the Director of Student Support Services to address such requests. ~~Care and supervision: A handler or trainer who is accompanied by a service animal is solely responsible for the care and supervision of the service animal, including, but not limited to, feeding, watering, exercising, cleaning, and toileting. Neither the district nor its staff will assume any such responsibilities.~~
- B. Students or employees seeking to bring a service animal on school district property or to a school-sponsored activity are required to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.

- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.
1. ~~The handler or trainer of the service animal shall be liable for any damage to persons, premises, property, or facilities caused by the service animal, including, but not limited to, clean up and stain removal.~~
- D. ~~Control of service animal: Every handler or trainer who is accompanied by a service animal is responsible for ensuring that the service animal can be properly harnessed, leashed, or otherwise properly restrained so the handler or trainer can maintain control of the service animal purposefully moving machinery. Determination of whether to limit or exclude access of a service animal to specific programs or areas of the school facility will be made on a case-by-case basis.~~
- E. ~~Service animals in school district vehicles: Service animals will only be allowed in school district transportation vehicles when it has been determined that the service animal is a necessary part of a transportation accommodation; the inclusion of the service animal is documented on a special transportation form; and the service animal is under the control of the handler at all times, including when entering and exiting the vehicle.~~
1. ~~Arrangements for the transportation of students with service animals shall be initiated by district administration through the school district's Director of Transportation.~~
- F. ~~Service animals at public events: Handlers and trainers may be accompanied by a service animal while on district property for events that are open to the public. The right of access does not extend to schools generally or to other activities that are not open to the general public. School administrators may inquire of the handler or trainer whether the animal is required because of a disability and the specific tasks that the animal has been trained to perform, but shall not ask questions about the individual's disability.~~

## VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL EXPECTATIONS

- A. A school official may require a handler to remove a service animal from school district property or a school-sponsored activity from school district property, a school building, or a school-sponsored activity, if:
1. Any of the requirements described in Part V., above, are not met.
  2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
  3. The presence of the service animal would fundamentally alter the nature

of the service, program or activity; or

4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, and or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

~~Seek permission: Students, parents/guardians, and staff should not feed or pet a service animal without permission from the handler or trainer. In addition, students, parents/guardians, and staff generally should not seek to separate a service animal from its handler or trainer.~~

- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

~~B. Allergies and other medical issues: Students or staff members with allergies or medical issues that are impacted by animals should contact the building principal to convene a meeting. The meeting will consider the conflicting needs and accommodations of all persons involved and will work to balance the rights of all individuals. Generally, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal.~~

- ~~1. If a student or a staff member assigned to the classroom in which a service animal is permitted suffers a severe allergic reaction to the animal, the handler or trainer will be required to move the animal to a different location designated by the building principal and an alternate plan will be developed with appropriate district staff.~~
- ~~2. If an individual on school transportation suffers an allergic reaction to a service animal, an alternate transportation plan will be developed with appropriate staff and parent/guardian of the student.~~

## ~~VIII. LIABILITY~~ **ADDITIONAL LIMITATIONS FOR MINIATURE HORSES**

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and

- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

~~The staff member, student/parent/guardian, handler, or trainer is liable for any and all damage to district or personal property and any and all injuries to individuals caused by their service animal. The staff member or student/parent who uses a service animal on school district property will hold the district harmless and indemnify the district from any such damages. The staff member or family who owns the service animal and who are the certified handlers will provide the district evidence of liability insurance for the service animal. The amount of coverage required shall be determined by the school district. When school staff members provide services to the student, and, as part of this service, give commands to the student's service animal, these staff members are acting as district employees and will be covered for liability through the school district.~~

## **IX. ALLERGIES; FEAR OF ANIMALS**

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life-threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

## **X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS**

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the written request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

## **XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES**

If an employee seeks to bring an animal onto school property that is not a service animal, the individuals are required to submit a written request to the Human Resources office. The recipient of the request will notify the Director of Student Support Services to address such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

## **XII. LIABILITY**

- A. The owner of the service animal is responsible for any harm or injury to an individual and for property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

**Legal References:** Section 504 of the Rehabilitation Act of 1973  
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136  
(ADA Regulations)  
20 U.S.C. § 36.1400 *et seq.* (Individuals with Disabilities Education Act)  
Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other  
Persons with Physical or Sensory Disabilities Prohibited)  
Minn. Stat. § 256C.02 (Public Accommodations for Persons with  
Disabilities)  
Minn. Stat. § 609.226 (Harm Caused by Dog)  
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)  
~~28 C.F.R. § 36.104~~

**Cross-Reference** MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 535 (Orig. 2019)  
WBLASB Policy 650 (Service Animals on School Property)

AGENDA ITEM: **Policy 604, Instructional Curriculum**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

School Board Policy 604, Instructional Curriculum, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in May, and is recommended for a second reading. This policy had a large amount of changes in section II. General Statement of Policy.

The purpose of this policy is to provide for the development of course offerings for students.

**RECOMMENDED ACTION:** To approve Policy 604, Instructional Curriculum, as recommended by the School Board Policy Committee and Cabinet.

-Adopted: September 8, 1997

Revised: January 10, 2011

Revised: March 11, 2013

Revised: February 10, 2014

## **604 INSTRUCTIONAL CURRICULUM**

### **I. PURPOSE**

The purpose of this policy is to provide for the development of course offerings for students.

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

A. Instruction must be provided in at least the following subject areas:

1. Language arts and basic communication skills including reading, writing, literature, **and fine arts;**
2. Mathematics and science;
3. Social studies, including history, geography, economics, government, and citizenship;
4. Health and physical education;
- ~~5. The arts;~~
6. Career and technical education; and
7. World languages.

B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education and all courses required in all elective subject areas. The instructional approach will be gender neutral and multicultural.

C. Elementary and middle schools shall offer at least three, and require at least two, of the following four **art areas**: ~~areas within the arts~~: dance, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five **art** areas ~~within the arts~~: media arts, dance, music, theater, and visual arts.

- D. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- E. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- F. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- G. The school district will provide at least one unit in cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) procedures as part of its grade 7 to 12 curriculum for all students in that grade beginning in the 2014-2015 school year and later.
  - 1. In the school district's discretion, training and instruction may result in CPR certification.
  - 2. CPR and AED instruction must include CPR and AED training that have been developed:
    - a. by the American Heart Association or the American Red Cross, and incorporate psychomotor skills to support the instruction; or
    - b. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
  - 3. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
  - 4. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.
- H. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must be designed to:

1. provide a comprehensive academic plan for and complete career-a-college and career college-ready curriculum ~~premised on~~ by meeting state and local academic standards and developing 21<sup>st</sup>-century skills career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking and good work habits;
2. emphasize academic rigor and high expectations and inform the student and the student's parent or guardian, if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
3. ~~help students identify personal learning styles that may affect their postsecondary education and employment choices;~~
4. ~~help students gain access to postsecondary education and career options;~~
5. ~~integrate strong academic content into career-focused courses and integrate relevant career-focused courses into strong academic content;~~
6. ~~help students and families identify and gain access to appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarships;~~
7. ~~help students and families identify collaborative partnerships of kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and employers that support students' transition to postsecondary education and employment and provide students with experiential learning opportunities; and~~
8. ~~be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local high school graduation requirements and be likely to ensure students succeed in employment or postsecondary education without the need to first complete remedial course work.~~
3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;

5. help students access education and career options;
6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.

The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select a career, career interest, employment goals, or related job training.

Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college-ready.

When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.

If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.

Students who do not meet or exceed the 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 the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

- I.** A student enrolled in a public school must correctly answer at least 30 of 50 civics test questions. A school or district may record on a student's transcript that the student answered at least 30 of 50 civics test questions correctly.
- 1.** "Civics test questions" means 50 of the 100 questions that, as of January 1, 2015, United States citizenship and immigration services officers use to select the questions they pose to applicants for naturalization so the applicants can demonstrate their knowledge and understanding of the fundamentals of United States history and government, as required by federal law. The Learning Law and Democracy Foundation, in consultation with Minnesota civics teachers, must select by July 1 each year 50 of the 100 questions under this paragraph to serve as the state's civics test questions for the proximate school year and immediately transmit the 50 selected civics test questions to MDE and to the Legislative Coordinating Commission, which must post the 50 questions it receives on the Minnesota's Legacy website by August 1 of that year.
  - 2.** A school or district may exempt a student with disabilities from this requirement if the student's IEP team determines the requirement is inappropriate and establishes an alternative requirement.
  - 3.** A school or district may administer the civics test questions in a language other than English to students who qualify for English learner services.
  - 4.** Schools and districts may administer civics test questions as part of the social studies curriculum.
  - 5.** A district must not prevent a student from graduating or deny a student a high school diploma for failing to correctly answer at least 30 of 50 civics test questions.
  - 6.** The school district cannot charge a fee related to this requirement

**Legal References:** Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)

Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)

Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)

Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

***Cross References:*** WBLASB Policy 603 (Curriculum Development)  
WBLASB Policy 605 (Alternative Programs)

AGENDA ITEM: **Policy 624, Online Learning Options**

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Sara Paul, Assistant Superintendent for Teaching and Learning**  
**Steve Asper, Director of Technology and Innovation**

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**BACKGROUND:**

School Board Policy 624, Online Learning Options is a new policy. This policy was created by the Minnesota School Boards Association. Note: The provisions of this policy substantially reflect the statutory requirements of Minn. Stat. § 124D.095, the Online Learning Option Act. This policy had a first reading in May and is recommended for a second reading.

The purpose of this policy is to recognize and govern online learning options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online learning provider for supplemental or full-time online learning.

**RECOMMENDED ACTION:** To approve Policy 624, Online Learning Options, as recommended by the School Board Policy Committee and Cabinet.

**New Policy**

**624 ONLINE LEARNING OPTIONS**

***[Note: The provisions of this policy substantially reflect the statutory requirements of Minn. Stat. § 124D.095, the Online Learning Option Act.]***

**I. PURPOSE**

The purpose of this policy is to recognize and govern online learning options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online learning provider for supplemental or full-time online learning.

**II. GENERAL STATEMENT OF POLICY**

- A. The school district shall not prohibit an enrolled student from applying to enroll in online learning.
- B. The school district shall grant academic credit for completing the requirements of an online learning course or program.
- C. The school district shall allow an online learning student to have the same access to the computer hardware and education software available in the school district as all other students in the school district. An online learning provider must assist an online learning student whose family qualifies for education tax credit to acquire computer hardware and educational software for online learning purposes.
- D. The school district shall continue to provide non-academic services to online learning students.
- E. Online learning students may participate in the extracurricular activities of the school district on the same basis as other enrolled students.

***[Note: The school district may itself offer digital learning to its enrolled students. Such digital learning does not generate online learning funds. To the extent digital learning is offered by the school district only to its enrolled students, it is not subject to the Minnesota Department of Education (MDE) reporting or review requirements unless the school district is a full-time online learning provider. See Minn. Stat. § 124D.095, Subd. 4(d) and (e).]***

***To the extent the school district provides to resident students curriculum that has both physical and electronic components, the school district must make the electronic component accessible to a resident student in a home school at the request of the home-schooled student or student's parent or guardian, provided that the school***

*district does not incur more than an incidental cost as a result of providing access electronically. See Minn. Stat. § 123B.42.]*

### III. DEFINITIONS

- A. “Blended learning” is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.
- B. “Digital learning” is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- C. “Enrolling district” means the school district or charter school in which a student is enrolled under Minn. Stat. § 120A.22, Subd. 4, for purposes of compulsory education.
- D. “Full-time online learning provider” means an enrolling school authorized by the Minnesota Department of Education (MDE) to deliver comprehensive public education at any or all of the elementary, middle, or high school levels.
- E. “Online learning course syllabus” is a written document that an online learning provider transmits to the enrolling school district using a format prescribed by the Commissioner of MDE (Commissioner) to identify the state academic standards embedded in an online learning course, the course content outline, required course assessments, expectations for actual teacher contact time, and other student to teacher communications, and the academic support available to the online learning student.
- F. “Online learning” is a form of digital learning delivered by an approved online learning provider under Paragraph III.H.
- G. “Online learning student” is a student enrolled in an online learning course or program delivered by an authorized online learning provider.
- H. “Online learning provider” is a school district, an intermediate school district, or an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- I. “Student” is a Minnesota resident enrolled in a public school, a nonpublic school, church or religious organization, or home school in which a child is provided instruction in compliance with Minn. Stat. §§ 120A.22 and 120A.24.
- J. “Supplemental online learning” means an online learning course taken in place of a course period at a local district school.

#### IV. PROCEDURES

##### A. Dissemination and Receipt of Information

1. The school district shall make available information about online learning to all interested people. The school district may utilize the list of approved online learning providers and online learning courses and programs developed, published, and maintained by MDE.
2. The school district will receive and maintain information provided to it by online learning providers.
3. The online learning provider must report or make available information on an individual student's progress and accumulated credit to the student, the student's parent, and the enrolling district in a manner specified by the Commissioner unless the enrolling district and the online learning provider agree to a different form of notice and notify the Commissioner.
4. The enrolling district must designate a contact person to help facilitate and monitor the student's academic progress and accumulated credits toward graduation.

##### B. Student Enrollment

1. A student may apply for full-time enrollment in an approved online learning program. The student must have the written consent of a parent or guardian to do so if the student is under eighteen (18) years of age.
2. The student and the student's parents must submit an application to the online learning provider and identify the student's reason for enrolling. An online learning provider that accepts a student under this section must notify the student and the enrolling district in writing within ten days if the enrolling district is not the online learning provider. The student and the student's parent must notify the online learning provider of the student's intent to enroll in online learning within ten days of being accepted, at which time the student and the student's parent must sign a statement indicating that they have reviewed the online course or program and understand the expectations of enrolling in online learning. The online learning provider must use a form provided by MDE to notify the enrolling district of the student's application to enroll in online learning.
3. The supplemental online learning notice to the enrolling district when a student applies to the online learning provider will include the courses or program, credits to be awarded, and the start date of the online learning course or program. An online learning provider must make available the supplemental online learning course syllabus to the enrolling district. Within 15 days after the online learning provider makes information in this paragraph available to the enrolling district, the

enrolling district must notify the online learning provider whether the student, the student's parent, and the enrolling district agree or disagree that the course meets the enrolling district's graduation requirements. A student may enroll in a supplemental online learning course up to the midpoint of the school district's term. The school district may waive this requirement for special circumstances with the agreement of the online learning provider.

4. An online learning course or program that meets or exceeds a graduation standard or the grade progression requirement of the enrolling district as described in the provider's online learning course syllabus meets the corresponding graduation requirements applicable to the student in the enrolling district. If the enrolling district does not agree that the course or program meets its graduation requirements, then the enrolling district must make available an explanation of its decision to the student, the student's parent, and the online learning provider; and the online learning provider may make available a response to the enrolling district, showing how the course or program meets the graduation requirements of the enrolling district.
5. An online learning student may enroll in supplemental online learning courses equal to a maximum of 50 percent of the student's full schedule of courses per term during a single school year, and the student may exceed the supplemental online learning registration limit if the enrolling district permits for supplemental online learning enrollment above the limit or if the enrolling district and the online learning provider agree to the instructional services. To enroll in more than 50 percent of the student's full schedule or courses per term in online learning, the student must qualify to exceed the supplemental online learning registration limit or apply to enroll in an approved full-time online learning program consistent with Paragraph IV.B.2. above. Full-time online learning students may enroll in classes at a local school under a contract for instructional services between the online learning provider and the school district.
6. An online learning student may complete course work at a grade level that is different from the student's current grade level.
7. An online learning student may enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.

#### C. Classroom Membership and Teacher Contact Time

1. The enrolling district may reduce an online learning student's regular classroom instructional membership in proportion to the student's membership in online learning courses.

2. The school district may reduce the course schedule of an online learning student in proportion to the number of online learning courses the student takes from an online learning provider other than the school district.
3. A teacher with a Minnesota license must assemble and deliver instruction to enrolled students receiving online learning from an enrolling district. The delivery of instruction occurs when the student interacts with the computer or the teacher and receives ongoing assistance and assessment of learning. The instruction may include curriculum developed by persons other than a teacher holding a Minnesota license.
4. The online learning provider, other than a digital learning provider offering digital learning to its enrolled students only under Minn. Stat. § 124D.095, Subd. 4(d), must give the Commissioner written assurance that all courses meet state academic standards and the online learning curriculum, instruction, and assessment expectations for actual teacher contact time or other student-teacher communications and academic support meet nationally recognized standards and are described as such in an online learning course syllabus that meets the Commissioner's requirements.

D. Academic Credit; Graduation Standards or Requirements

1. The school district shall apply the same graduation requirements to all students, including online learning students.
2. The school district shall use the same criteria for accepting online learning credits or courses as it does for accepting credits or courses for nonresident transfer students under Minnesota law.
3. The school district may challenge the validity of a course offered by an online learning provider. Such a challenge will be filed with MDE.
4. The school district shall count secondary credits granted to an online learning student toward its graduation and credit requirements.
5. If a student completes an online learning course or program that meets or exceeds a graduation standard or grade progression requirement at the school district, that standard or requirement will be met.
6. Weighted grades will also be applicable if the school district has adopted a policy to offer weighted grades.

Legal References:     Minn. Stat. § 120A.22 (Compulsory Instruction)  
                              Minn. Stat. § 120A.24 (Reporting)  
                              Minn. Stat. § 123B.42, Subd. 1a (Curriculum; Electronic Components)  
                              Minn. Stat. § 124D.03 (Enrollment Options Program)

Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)  
Minn. Stat. § 124D.095 (Online Learning Option Act)

Cross References: MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)  
MSBA/MASA Model Policy 605 (Alternative Programs)  
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 620 (Credit for Learning)

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

MEETING DATE: **June 8, 2020**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Tim Wald, Assistant Superintendent for**  
**Finance and Operations**  
**Kevin Klecker, Safety and Emergency**  
**Supervisor**

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**BACKGROUND:**

School Board Policy 806, Crisis Management Policy. This policy was reviewed by the Policy Committee and Cabinet, had a first reading in May, and is recommended for a second reading. The changes are in Section II General Information, Section III Preparation Before an Emergency, and Section IV Crisis areas covered by the District Emergency Response Plan.

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

**RECOMMENDED ACTION:** Approve Policy 806, Crisis Management Policy, as recommended by the Policy Committee and Cabinet.

## **806 CRISIS MANAGEMENT POLICY**

### **I. PURPOSE**

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

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

### **II. GENERAL INFORMATION**

#### **A. The Policy and Plans**

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

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

#### **B. Elements of the District Crisis Management Plan**

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

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

- a. Lockdown Procedures. ~~Lockdown procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespassing, disturbance, or at the discretion of the building administrator or designee. Each building administrator will submit lock-down procedures for their building as part of their building specific crisis management plan.~~ Lockdown procedures will be used when there is a threat or hazard inside the school building. This could include a shooting, hostage incident, intruder, trespassing, disturbance, or at the discretion of the building administrator or designee. Lockdown uses classroom security to protect students and staff from a threat. Each building administrator will submit lock-down procedures for their building as part of their building specific crisis management plan.
- b. Lockout Procedures. Lockout is used when there is a threat or hazard outside of the school building. This could include violence or criminal activity in the immediate neighborhood, police activity or a dangerous animal near the building. Lockout uses the security of the physical facility to act as protection. Each building administrator will submit lock-out procedures for their building as part of their building specific crisis management plan.
- c. Evacuation Procedures. ~~Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. Building plans should include specific evacuation procedures for individuals with special needs including those with limited mobility (wheelchairs, braces,~~

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

- d. Sheltering Procedures. Shelter is called when the need for personal protection is necessary. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change depending on the specific emergency. Each building administrator will submit sheltering procedures as part of their building specific crisis management plan.

- e. Hold Procedures. Hold-in-place provides a response when there is a need to control/limit traffic in the hallways to allow staff or first responders to manage a situation within the school building. Situations such as a medical emergency, escalated student in crisis, or at the discretion of the building administrator or designee. Each building administrator will submit Hold-in-Place procedures as part of their building specific crisis management plan.

- 2. Crisis-Specific Procedures. The Emergency Response Plan includes crisis-specific procedures for potential crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

- 3. School Emergency Response Teams

- a. Composition. The building administrator in each school building will select a Building Emergency Response Team (BERT) trained to respond in an emergency. A Team

members will **have access to** ~~receive~~ ongoing training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For the purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members and update it annually. A copy of the list will be kept on file in the school district office.

- b. Leaders. The building administrator or designee serves as the leader (**Incident Commander**) of the crisis response team and the principal contact for emergency response officials. When they are present, emergency response agents may elect to take command and control of the situation. It is critical in this situation that school officials assume a resource role and are available to the emergency response personnel.

### **III. PREPARATION BEFORE AN EMERGENCY**

#### **A. Communication**

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district Crisis Management Policy and Emergency Response Plan as well as their own building's crisis management plan. Employees will ~~receive~~ **have access to** a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.
2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific Crisis Management Plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall participate in a required number of drills and practice sessions throughout the school year.

#### **B. Planning and Preparing for Fire**

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with

emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which ~~they~~ the emergency responders are arriving, and the location of fire fighting equipment, the distance may need to be extended.)

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe area both inside and outside of the building.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g. lunchtime, recess, and during assemblies. State law requires a minimum of five drills each school year, consistent with Minn. §299F.30. See Minn. Stat. § 299F.30. See Minn. Stat. §121A.035.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

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

school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

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

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

E. Warning Systems

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

It shall be the responsibility of the building administrator to inform students and employees of the warning system and the means by which the system is used to identify the specific crisis or emergency involved. The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

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

parent notification systems, district or school web sites), and will discuss the factors to be considered in closing or reopening a school or building.

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

G. Media Procedures

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

H. Behavioral Health Crisis Intervention Procedures

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

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
2. Designate specific rooms as private counseling areas.
3. Escort siblings and class friends of any victim as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to student and staff who receive counseling.
6. Resume normal school routines as soon as possible.

#### **IV. CRISIS AREAS COVERED BY THE DISTRICT EMERGENCY RESPONSE PLAN**

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

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

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

## **V. MISCELLANEOUS PROCEDURES**

### **A. Chemical Accidents**

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

B. Visitors

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

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

**Legal References:** 42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance) Minn. Stat. Ch. 12 (Emergency Management)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. § 121A.035 (Crisis Management Policy)  
Minn. Stat. § 299F.30 (Fire Drill in School)  
Minn. Stat. § 299F.391 (Health Care, Education, or Lodging Facility) Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property) Minn. Rules Part 7510 (Fire Safety)  
Title IX, Part E, Subpart 2, Section 9532 Every Student Succeeds Act)  
20 U.S.C. § 7912 (Unsafe School Choice Option)  
40 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

**Cross References:** WBLASB Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)  
WBLASB Policy 413 (Harassment and Violence)  
WBLASB Policy 501 (School Weapons Policy) WBLASB Policy 506 (Student Discipline)  
WBLASB Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)  
WBLASB Policy 903 (Visitors to School District Buildings and Sites)