

**INDEPENDENT SCHOOL
DISTRICT #624**



**SCHOOL BOARD
MEETING PACKET**

March 14, 2022

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: Dr. Wayne Kazmierczak
Superintendent of Schools

Date: March 14, 2022

A meeting of the White Bear Lake Area School Board will be held on **Monday, March 14, 2022** at 5:30 p.m. in Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN. This meeting will be open to the public.

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

Listed below are the procedures for addressing the School Board on a topic of interest or concern.

1. Speakers must reside in the District, be a guardian of a student(s) in the District, be a student in the District or be employed by the District. The School Board will give priority to individuals who wish to address a specific item that is on the agenda for that meeting. After this priority has been applied, any remaining openings to speak - up to the total of ten individuals - will be determined by lot.
2. Public Forum will be open for up to 30 minutes. (3 minutes per speaker, 10 minutes per topic, no more than 3 speakers per topic). Speakers are encouraged to avoid repeating comments that other speakers have made.
3. Those who wish to address the School Board must submit a written request to speak before 3:00 pm on the day of the School Board meeting. Requests must be submitted to the following email address: publiccomment@isd624.org, or by phone at 651-407-7563.

4. The School Board Chair will call speakers to the microphone and will recognize one speaker at a time. Speakers must be in person to be recognized. Only those individuals who have been recognized by the School Board Chair will be allowed to speak during the public comment period.
5. School District policy and data privacy laws preclude the School Board from publicly discussing personnel and student matters or data, including information, which, if discussed in a public meeting could violate law or policy.
6. Members of the public may not engage in conduct that materially and substantially disrupts any part of a School Board meeting, or that otherwise impedes the School Board's ability to conduct its business in an orderly and efficient fashion.
7. If a speaker violates any of the established procedures or engages in any prohibited conduct, the Board Chair will rule the speaker out of order.
8. An appropriate school district official may be assigned to contact the speaker with answers to their questions or with follow-up information.
9. A handout on the purpose of the Public Forum and the process is available at each regular School Board meeting.
10. Citizens may be asked to address the School Board on a particular subject during the discussion of that item.

C. INFORMATION ITEMS

1. Student Recognition
2. Superintendent's Report

D. DISCUSSION ITEMS

1. Sale of General Obligation School Building Bonds, Series 2022A
2. FY 2022-23 Proposed Budget Adjustments
3. First Reading of School Board Policies:
 - a. Policy 404, Employment Background Checks
 - b. Policy 405, Veterans Preference
 - c. Policy 406, Public and Private Personnel Data
 - d. Policy 410, Family and Medical Leave Act and District Leaves of Absence Policy
 - e. Policy 501, School Weapons Policy
 - f. Policy 507, Corporal Punishment
 - g. Policy 526 Hazing Prohibition
 - h. Policy 531, The Pledge of Allegiance
 - i. Policy 706, Acceptance of Gifts
 - j. Policy 720, Vending Machines

E. OPERATIONAL ITEMS

1. Action on Sale of General Obligation School Building Bonds, Series 2022A

2. Action on Purchase of City of Hugo Public Works Site
3. Action on Bid for Birch Lake Elementary Domestic Water Piping Replacement Project
4. Action on Bid for White Bear Lake Area High School - North Campus AV Package 27-A and 27-B
5. Action on Bid for Multi-Building AV & Classroom Technology Package
6. Action on School Board Policies:
 - a. Policy 425, Staff Development
 - b. Policy 505, Distribution of Non-School-Sponsored Materials on School Premises by Students and Employees
 - c. Policy 610, Student Field Trips, Fees and Fines
 - d. Policy 616, School District System Accountability

F. BOARD FORUM

G. ADJOURNMENT

A. PROCEDURAL ITEMS

AGENDA ITEM: **Consent Agenda**
MEETING DATE: **March 14, 2022**
SUGGESTED DISPOSITION: **Action Items**
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

BACKGROUND:

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

Consent Agenda

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

RECOMMENDATION:

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

AGENDA ITEM: **School Board Minutes**
MEETING DATE: **March 14, 2022**
SUGGESTED DISPOSITION: **Action Item**
CONTACT PERSON(S): **Angela Thompson, School Board Clerk**

BACKGROUND:

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

RECOMMENDATION:

Approve minutes.

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

A meeting of the White Bear Lake Area School Board was held on **Monday, February 14, 2022** at 5:30 p.m. in Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN. This meeting was open to the public and a recording is posted on the website.

AGENDA

A. PROCEDURAL ITEMS

1. Acting Chair Arcand called the meeting to order at 5:30 p.m.
2. Roll Call - Present: Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji.
Absent: Ellison.
Ex-Officio: Dr. Wayne Kazmierczak
3. Pledge of Allegiance
4. Beloyed moved and Newmaster seconded to approve the agenda as presented.
Voice vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.
5. Beloyed moved and Daniels seconded to approve the consent agenda consisting of:
 - a) Minutes for regular Board meeting on January 10, 2022, and January 24, 2022;
 - b) Invoices based upon a random sample, all of which met the standards and guidelines as set by the School Board;
 - c) Correspondence
 - d) Resolution regarding acceptance of gifts with thank you letters directed to the donors;
 - e) Field trips;
 - f) Resolution regarding personnel items to include:
 - **RESIGNATION/TERMINATION/NON-RENEWAL – CLASSIFIED STAFF**
 - TAYLOR BOYUM – Instructional Assistant - Hugo Elementary
Employed by District 624 since 08/30/2021
Effective Date: 01/03/2022
 - ASHLEY FOSS – Health Assistant - Hugo Elementary
Employed by District 624 since 08/30/2021
Effective Date: 12/31/2021
 - IDELLA SINGH – Behavior Management Paraeducator - Matoska Elementary
Employed by District 624 since 10/07/2021
Effective Date: 01/18/2022
 - RISA KNOCHE – OST Program Assistant - Oneka Elementary
Employed by District 624 since 04/05/2018
Effective Date: 01/10/2022
 - LEXIE LEICK – OST Program Assistant - Hugo Elementary
Lunchroom Supervisor - Vadnais Heights Elementary
Instructional Assistant - Vadnais Heights Elementary
Employed by District 624 since 08/26/2019
Effective Date: 01/27/2022

HAILEY MALMSTEDT – Lunchroom Supervisor - Vadnais Heights Elementary
Employed by District 624 since 11/01/2021

Effective Date: 01/10/2022

ANGELA PFEIFER – Administrative Assistant ECSE - Normandy Park

Employed by District 624 since 08/09/2019

Effective Date: 01/21/2022

ANDREW SCHMIDT – Paraeducator - Matoska Elementary

OST Program Assistant - Matoska Elementary

Employed by District 624 since 09/14/2020

Effective Date: 01/06/2022

CORINNE STEFFENS – Theater Technician - District Center

Employed by District 624 since 01/09/2017

Effective Date: 02/02/2022

PENNY WALKER – Paraeducator - Normandy Park

Employed by District 624 since 09/05/2017

Effective Date: 03/03/2022

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

JANA BUESING – Intervention Teacher - Otter Lake Elementary

Employed by District 624 since 08/22/2016

Effective Date: 06/10/2022

LIBBY CHEOLIS – Speech Language Pathologist - Normandy Park and Hugo Elementary

Employed by District 624 since 08/21/2017

Effective Date: 01/21/2022

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

BROOKE SICARD – OST Activity Leader - Hugo Elementary

Employed by District 624 since 12/02/2019

Effective Date: 01/27/2022

➤ **RETIREMENT – CLASSIFIED STAFF**

GARY SCHMALTZ – Assistant Head Custodian - Vadnais Heights Elementary

Employed by District 624 since 04/15/2019

Effective Date: 02/15/2022

➤ **EXTRA ASSIGNMENT – CERTIFIED STAFF**

KAREN BIEDRYCKI – .4 FTE Band Teacher - Central Middle School

MA, Step 13 \$3,381.29

Effective Date: 01/03/2022 - 01/28/2022

KAREN BIEDRYCKI – .2 Academic Advisor - DLA

MA, Step 13 \$7,861.52

Effective Date: 01/31/2022 - 06/13/2022

CALLY CAMPBELL – .2 FTE FACS Teacher - WBLAHS - South Campus

BA, Step 1 \$4,541.45

Effective Date: 01/31/2022 - 06/13/2022

ALEXANDER CARLSON – .2 FTE Academic Advisor - Distance Learning Academy

MA + 60, Step 13 \$8,848.94

Effective Date: 01/31/2022 - 06/10/2022

DAVID CAVA – .1 FTE Avid Teacher - WBLAHS - South Campus

MA + 30, Step 13 \$2,869.67

Effective Date: 12/21/2021 - 04/01/2022

SADIE JOHNSON – .1 FTE FACS Teacher - WBLAHS - South Campus

MA + 60, Step 13 \$4,424.46

Effective Date: 01/31/2022 - 06/13/2022

JULIENNE KIRSCHLING – .2 FTE Academic Advisor - Distance Learning Academy

MA + 60, Step 13 \$8,848.94

Effective Date: 01/31/2022 - 06/10/2022

KJERSTEN LARSON – .2 FTE FACS Teacher - WBLAHS - North Campus

BA, Step 1 \$4,541.45

Effective Date: 01/31/2022 - 06/13/2022

TROY STRAND – .1 FTE Avid Teacher - WBLAHS - South Campus

MA + 60, Step 13 \$2,893.82

Effective Date: 12/21/2021 - 04/01/2022

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

NICOLE MERSCH – From Preschool Teacher - Birch Lake Elementary

To Early Childhood Specialist - Normandy Park

From \$46,752.98 To \$76,000 (prorated \$33,323.07)

Effective Date: 01/24/2022

➤ **CHANGE IN ASSIGNMENT – CLASSIFIED STAFF**

ANGELA BOHRER – From Nutrition Services Assistant Manager - Central Middle School

To Nutrition Services Manager - Hugo Elementary

Increase in hours, from 28.75 hrs to 31.25 hrs week

Effective Date: 11/08/2021

STACY DRAKE – From Nutrition Services Assistant - Central Middle School

To Nutrition Services Manager - Vadnais Heights Elementary

Increase in hours, from 22.5 hrs to 35 hrs week

Effective Date: 01/12/2022

SHERRY JECHOREK – From Nutrition Services Assistant Manager - WBLAHS - South

To Nutrition Services Production Lead - Central Middle School

Increase in hours, from 18.75 hrs to 27.5 hrs week

Effective Date: 01/31/2022

HAILEY MALMSTEDT – OST Program Assistant - Hugo Elementary

Increase in hours, from 24.99 hrs to 27.49 hrs week

Effective Date: 01/10/2022

JENNIFER RINTA – Paraeducator - Hugo Elementary

6.5 hrs day

Effective Date: 09/06/2021

➤ **CHANGE IN ASSIGNMENT – CERTIFIED STAFF**

LEIGH ANDERSON – Instructional Coach - Willow Lane Elementary

From .7 To .5 FTE

Effective Date: 01/17/2021

- **RETURN FROM LEAVE OF ABSENCE – CERTIFIED STAFF**
ROBERT BRUCE SMITH – 3rd Grade Teacher - Lakeaires Elementary
Employed by District 624 since 09/24/1990
Effective Date: 01/03/2021
- **TEMPORARY CHANGE IN ASSIGNMENT - CLASSIFIED STAFF**
BRENDA BEDELL – NS Assistant Manager - Sunrise Middle School
Temporary increase in hours, from 28.75 hrs to 32.5 hrs week
Effective Date: 12/21/2021 - 06/10/2022
KYLEEN BEDELL – NS Assistant - Sunrise Park Middle School
Temporary increase in hours, from 17.5 hrs to 18.75 hrs week
Effective Date: 12/01/2021 - 06/10/2022
KATHERINE CARLSON – NS Assistant - WBLAHS - South Campus
Temporary increase in hours, from 16.25 hrs to 21.25 hrs week
Effective Date: 11/15/2021 - 06/10/2022
MARY FLEMING – NS Assistant Manager - Central Middle School
Temporary increase in hours, from 28.75 hrs to 32.5 hrs week
Effective Date: 10/01/2021 - 06/10/2022
KRISTEN LILLIE – NS Production Lead - Central Middle School
Temporary increase in hours, from 27.5 hrs to 31.25 hrs week
Effective Date: 10/01/2021 - 06/10/2022
APRIL MONIGOLD – NS Assistant Manager - WBLAHS - South Campus
Temporary increase in hours, from 35 hrs to 40 hrs week
Effective Date: 09/08/2021 - 03/04/2022
TARA WILCOX – Nutrition Services Assistant - Lincoln Elementary
To Nutrition Services Elementary Manager - Lincoln Elementary
Effective Date: 01/03/2022 - 04/01/2022
YAN ZHANG – NS Assistant - Sunrise Park Middle School
Temporary increase in hours, from 17.5 hrs to 22.5 hrs week
Effective Date: 12/21/2021 - 06/10/2022
- **PART TIME LEAVE OF ABSENCE - CERTIFIED STAFF**
KELLY NEFF – Social Worker - WBLAHS - North & South Campus
Position 1.0 FTE (Leave .4 FTE)
Effective Date: 01/24/2022 - 6/10/2022
- **FULL TIME LEAVE OF ABSENCE - CERTIFIED STAFF**
HANNA ARNOLD – ECSE Teacher - Normandy Park
Employed by the District 624 since 08/19/2019
Effective Date: 10/25/2021 through 01/31/2022
BARBARA BURSACK – Language Arts Teacher - WBLAHS - South Campus
Employed by District 624 since 08/24/1998
Effective Date: 02/07/2022 through 06/13/2021
BRIAN GRIEBENOW – Physical Education - Hugo Elementary
Employed by the District 624 since 08/20/2014
Effective Date: 01/03/2022 through 02/16/2022
JESSICA HICKMAN – Kindergarten Teacher - Hugo Elementary
Employed by the District 624 since 08/23/2007
Effective Date: 01/18/2022 through 05/23/2022

JULIA STEDMAN – 4th Grade Teacher - Matoska Elementary

Employed by the District 624 since 04/17/2017

Effective Date: 01/21/2022 through 06/13/2022

STEPHANIE VOSS – Special Education Teacher - Hugo Elementary

Employed by the District 624 since 10/24/2017

Effective Date: 12/21/2021 through 01/24/2022

➤ **NEW PERSONNEL – NON-AFFILIATED**

TARA MCCLERAN – Preschool Teacher - Birch Lake Elementary

1.0 FTE, MA, Step 8, \$21,863.60

Effective Date: 02/03/2022

➤ **NEW PERSONNEL – CLASSIFIED STAFF**

AMANDA BERGER – Health Assistant - Hugo Elementary

\$29 per hr., 37.5 hrs. per wk., \$14,681.25

Effective Date: 01/31/2022

TRINA DEVANEY – Paraeducator - Normandy Park

\$19.53 per hr., 32.5 hrs. per wk., \$13,456.17

Effective Date: 01/03/2022

MARK DEWITZ – Paraeducator - WBLAHS - South Campus

\$19.53 per hr., 37.5 hrs. per wk., \$13,915.12

Effective Date: 01/18/2022

HAILEY MALMSTEDT – Instructional Assistant - Birch Lake Elementary

\$19.66 per hr., 25 hrs. per wk., \$4,970

Effective Date: 02/08/2022

KATHLEEN MITCHELL – Lunchroom/Playground Supervisor - Willow Lane Elementary

\$18.34 per hr., 12.5 hrs. per wk., \$4,860.10

Effective Date: 01/03/2022

JOSHUA NOEL – OST Program Assistant - Matoska Elementary

\$14.92 per hr., up to 17.49 hrs. per wk., \$8,089.60

Effective Date: 11/24/2021

GRACE SJOLANDER – Instructional Assistant - Hugo Elementary

\$19.07 per hr., 29.9 hrs. per wk., \$10,751.99

Effective Date: 01/03/2022

EMILY ST MARTIN – Nutrition Service Assistant - WBLAHS - South Campus

\$15.70 per hr., 18.75 hrs. per wk., \$4,827.75

Effective Date: 02/08/2022

MATTHEW TIERNY – Paraeducator - WBLAHS - North Campus

\$19.53 per hr., 32.5 hrs. per wk., \$11,044.21

Effective Date: 01/31/2022

JAEMIE WILL – Nutrition Service Assistant - Sunrise Park

\$15.70 per hr., 17.5hrs. per wk., \$9,891.00

Effective Date: 02/14/2022

➤ **TEMPORARY – CLASSIFIED STAFF**

ZACHARY ROBERTS – Full Time Reserve Teacher - WBLAHS - North Campus

\$21.88 per hr., 40 hrs. per wk., \$20,654.72

Effective Date: 01/18/2022 through 06/10/2022

➤ **LONG TERM SUBSTITUTE – CERTIFIED STAFF**

KYLIE BOEKE – Kindergarten Teacher - Lakeaires Elementary

BA, Step 1, \$4,883.28

Effective Date: 01/03/2022 - 01/28/2022

KYLIE BOEKE – 1st Grade Teacher - Otter Lake Elementary

BA, Step 1, \$22,707.26

Effective Date: 01/31/2022 - 06/13/2022

JAYSA DERMODY – 4th Grade Teacher - Oneka Elementary

MA+60, Step 2, \$7,117.60

Effective Date: 02/02/2022 - 03/04/2022

DANIELLE DEWITTS – Physical Education - Willow Lane Elementary

BA, Step 1, \$24,904.74

Effective Date: 01/18/2022 - 06/13/2022

CHRISTINE LA PEAN – 4th Grade Teacher - Matoska Elementary

BA, Step 1, \$23,928.08

Effective Date: 01/24/2022 - 06/13/2022

RACHEL SKUNES – Music Teacher - Central Middle School

BA, Step 1, \$21,242.27

Effective Date: 01/31/2022 - 06/03/2022

JACOB STENDAHL – Language Arts Teacher - WBLAHS - South Campus

MA + 30, Step 13, \$41,058.36

Effective Date: 01/31/2022 - 06/13/2022

LEIGH MILLS – Physical Education - Hugo Elementary

BA, Step 2, \$8,341.34

Effective Date: 01/03/2022 - 02/16/2022

MICHAEL SCHMIDT – Science Teacher - WBLAHS - South Campus

BA, Step a, \$14,161.51

Effective Date: 01/14/2022 - 04/08/2022

Roll call vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.

B. PUBLIC FORUM - Avery Severson, Rebekah Bradfield, Jessica Fischer, Patrick Townley.

C. INFORMATION ITEMS

1. Superintendent's Report - Bemnet Tessema, Student Liaison, spoke about girls and boys hockey and basketball upcoming games and the opening of the South Campus coffee shop. Dr. Kazmierczak spoke about "I Love to Read Month", Kindergarten Enrollment, School Board recognition week and other February recognitions. Dr. K concluded with a COVID-19, and mitigation plan update.

D. DISCUSSION ITEMS

1. American Indian Parent Advisory Committee Statement of Concurrence - Baswewe, American Indian Education Program Specialist and Mr. Andrew Adams III, Chair of the AIPAC discussed the resolution and the AIPAC's vote result.

2. Attendance Boundaries Recommendation - Tim Wald, Assistant Superintendent for Finance and Operations, gave a final review of the two phase implementation plan.
3. General Obligation Bonds, Series 2022A - Tim Wald, Assistant Superintendent for Finance and Operations, and Andi Johnson, Director of Finance, shared information related to the sale of \$63,000,000 of general obligation school building bonds, series 2022A.
4. First Reading of School Board Policies; a) Policy 425, Staff Development, b) Policy 505, Distribution of Non-School-Sponsored Materials on School Premises by Students and Employees, c) Policy 610, Student Field Trips, Fees and Fines, and d) Policy 616, School District System Accountability. The policies listed above will be on the March 14, 2022 or subsequent agenda for a second reading.

E. OPERATIONAL ITEMS

1. Newmaster moved and Strieff-Oji seconded to approve the action on American Indian Parent Advisory Committee Resolution of Concurrence. **Voice vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**
2. Newmaster moved and Thompson seconded to approve the action on Attendance Boundaries. **Voice vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**
3. Thompson moved and Strieff Oji seconded to approve the action on FY22 Revised Budget. **Roll call vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**
4. Beloyed moved and Daniels seconded to approve the action on Resolution of Intent to Issue General Obligation School Building Bonds, Series 2022A, in the aggregate principal amount not to exceed \$63,000,000. **Roll call vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**
5. Daniels moved and Newmaster seconded to approve the action on Joint Powers Agreement with Intermediate School District 916. **Roll call vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**
6. Beloyed moved and Daniels seconded to approve the action on Bids for North Star Elementary Communications/AV Package in the amount of \$552,921.53. **Roll call vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**
7. Beloyed moved and Strieff Oji seconded to approve the action on Bids for Construction of Hwy 61/152nd Intersection in the amount of \$1,702,179. **Roll call vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**
8. Beloyed moved and Newmaster seconded to approve the action on Tentative Agreement 2021-23 FY with White Bear Lake Community Services & Recreation Coordinators. **Roll call vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**
9. Beloyed moved and Strieff Oji seconded to approve the action on Tentative Agreement 2021-23 Contract with SEIU Local Unit #284 Paraeducators. **Roll call vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**

10. Thompson moved and Beloyed seconded to approve the action on Annual Resolution Directing the Administration to Make Recommendations for Reductions in Programs and Positions and Reasons Therefore. **Roll call vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**
11. Daniels moved and Newmaster seconded to approve the action on Property Purchase Agreement for the property described as PID#143022120003 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 property. **Roll call vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**

F. BOARD FORUM

- G. ADJOURNMENT** - Daniels moved and Arcand seconded to adjourn the meeting at 7:15 p.m. **Voice vote: Ayes, Thompson, Arcand, Beloyed, Daniels, Newmaster, Strieff Oji. Nays, none. Motion carried.**

Submitted by: Angela Thompson, clerk

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

A work session of the White Bear Lake Area School Board was held on **Monday, February 28, 2022** at 5:30 p.m. in Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN. This meeting was open to the public and a recording is posted on the website.

AGENDA

A. PROCEDURAL ITEMS

1. Call to Order - Chair Ellison called the meeting to order at 5:30 p.m.
2. Roll Call - Present: Arcand, Ellison, Newmaster, Streiff-Oji, Thompson.
Absent: Beloyed, Daniels.

B. DISCUSSION ITEMS

1. ALC Phase 2 Design Update - Tim Wald, Assistant Superintendent for Finance and Operations, Gretchen Harriman, ALC Principal, and Paul Aplikowski from Wold Architects and Engineers provided an update on the ALC Phase 2 Design.
2. Instructional Coach Model Update - Dr. Alison Gillespie, Assistant Superintendent for Teaching and Learning, and Jen Babiash, Director of Curriculum and Instruction provided an overview of the Instructional Coaching Model.
3. FY 2022-23 Preliminary Budget Planning Update - Tim Wald, Assistant Superintendent for Finance and Operations, and Andi Johnson, Director of Finance presented an overview of the guiding principles and the budget adjustment process.

C. ADJOURNMENT - Newmaster moved and Arcand seconded to adjourn the meeting at 7:13 p.m. ***Voice vote: Ayes, Arcand, Ellison, Newmaster, Streiff-Oji, Thompson. Nays, none. Motion carried.***

Submitted by: Angela Thompson, clerk

AGENDA ITEM: **Monthly Check Registers**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Action Item**

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

BACKGROUND:

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

RECOMMENDATION:

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

White Bear Lake Area Schools

Electronic Transfers - February 2022

			<u>2/15/2022</u>	<u>2/28/2022</u>
Direct Deposit	633356-634958		2,345,526.09	
Direct Deposit	634959-636422			2,170,137.10
Burnet Title	Real estate purchase	2/15/2022		336,682.28

CHECK NUMBER	VENDOR	CHECK AMOUNT	CHECK DATE	CHECK TYPE
97371	MIDWEST MUSICAL IMPORTS	(\$245.90)	2/1/2022	V
119804	ROCHESTER CENTURY HIGH SCHOOL	(\$200.00)	2/14/2022	V
121577	MIDWEST MUSICAL IMPORTS	\$245.90	2/1/2022	R
121578	1ST AYD CORP	\$660.99	2/2/2022	R
121579	A+ DRIVING SCHOOL	\$26,430.00	2/2/2022	R
121580	A-1 HYDRAULIC SALES & SERVICE INC	\$96.36	2/2/2022	R
121581	ACCLAIM SERVICES INC	\$1,415.00	2/2/2022	R
121582	ACER SERVICE CORP	\$352.50	2/2/2022	R
121583	ACT INC	\$432.00	2/2/2022	R
121584	AIM ELECTRONICS INC	\$0.00	2/2/2022	C
121585	AIM ELECTRONICS INC	\$123,404.00	2/2/2022	R
121586	ALLIED 100 LLC	\$99.00	2/2/2022	R
121587	ALLSTREAM	\$5,446.26	2/2/2022	R
121588	AMAZON CAPITAL SERVICES	\$0.00	2/2/2022	C
121589	AMAZON CAPITAL SERVICES	\$0.00	2/2/2022	C
121590	AMAZON CAPITAL SERVICES	\$0.00	2/2/2022	C
121591	AMAZON CAPITAL SERVICES	\$0.00	2/2/2022	C
121592	AMAZON CAPITAL SERVICES	\$0.00	2/2/2022	C
121593	AMAZON CAPITAL SERVICES	\$0.00	2/2/2022	C
121594	AMAZON CAPITAL SERVICES	\$0.00	2/2/2022	C
121595	AMAZON CAPITAL SERVICES	\$0.00	2/2/2022	C
121596	AMAZON CAPITAL SERVICES	\$3,889.81	2/2/2022	R
121597	AMERICAN STRUCTURAL METALS INC	\$1,034,410.35	2/2/2022	R
121598	AMERICAN TIME	\$719.76	2/2/2022	R
121599	ANCHOR SOLAR INVESTMENTS LLC	\$0.00	2/2/2022	C
121600	ANCHOR SOLAR INVESTMENTS LLC	\$2,176.63	2/2/2022	R
121601	ANDERSON, PATRICIA M.	\$65.45	2/2/2022	R
121602	ANZEL, ASHLIE M.	\$300.00	2/2/2022	R
121603	ARAMARK REFRESHMENT SERVICES	\$158.60	2/2/2022	R
121604	ARAMARK UNIFORM SERVICES	\$0.00	2/2/2022	C
121605	ARAMARK UNIFORM SERVICES	\$350.14	2/2/2022	R
121606	ARBON EQUIPMENT CORPORATION	\$406.58	2/2/2022	R
121607	ARCH LANGUAGE NETWORK	\$100.00	2/2/2022	R
121608	ARMSTRONG, CARILYN	\$96.00	2/2/2022	R
121609	ARRIOLA, MARK W.	\$265.00	2/2/2022	R
121610	ASCD	\$95.56	2/2/2022	R
121611	ASL INTERPRETING SERVICES INC	\$0.00	2/2/2022	C
121612	ASL INTERPRETING SERVICES INC	\$776.00	2/2/2022	R
121613	ASTLEFORD INTL MINNEAPOLIS	\$158.54	2/2/2022	R
121614	ATC GROUP SERVICES LLC	\$3,652.50	2/2/2022	R
121615	AUTONATION FORD WBL	\$30.00	2/2/2022	R
121616	BADE, AHMED A.	\$1,239.84	2/2/2022	R
121617	THE BAKKEN MUSEUM	\$596.00	2/2/2022	R
121617	THE BAKKEN MUSEUM	(\$596.00)	2/22/2022	V
121618	BARNETT WB CHRYSLER JEEP DODGE	\$599.99	2/2/2022	R

121619 BATTERIES PLUS BULBS	\$17.80	2/2/2022 R
121620 BELL, DANIEL	\$154.00	2/2/2022 R
121621 BENNEK, JOE	\$171.00	2/2/2022 R
121622 BENSON, SYLVIA	\$12.75	2/2/2022 R
121623 BLICK ART MATERIALS	\$363.68	2/2/2022 R
121624 BLOOM, DEBRA	\$4.25	2/2/2022 R
121625 BOWMAN, BRADLEY J.	\$64.00	2/2/2022 R
121626 BRAATEN, HAROLD A.	\$77.00	2/2/2022 R
121627 BROADWAY, SALADIN	\$82.00	2/2/2022 R
121628 BROWN, BRUCE	\$64.00	2/2/2022 R
121629 BRUNSCHEON, TANNER	\$122.00	2/2/2022 R
121630 BSN SPORTS, LLC	\$0.00	2/2/2022 C
121631 BSN SPORTS, LLC	\$6,404.84	2/2/2022 R
121632 BSN ELECTRIC	\$0.00	2/2/2022 C
121633 BSN ELECTRIC	\$25,026.25	2/2/2022 R
121634 BURCH, JOHN C.	\$24.00	2/2/2022 R
121635 BURGRAFF, HALEY	\$1,471.00	2/2/2022 R
121636 CANEFF, JAKE A.	\$154.00	2/2/2022 R
121637 CANION, MIRA	\$68.00	2/2/2022 R
121638 CAPERNAUM PEDIATRIC THERAPY INC	\$5,004.97	2/2/2022 R
121639 CAPOCASA, WILLIAM J.	\$82.00	2/2/2022 R
121640 CARDINAL, KATHLEEN T.	\$124.95	2/2/2022 R
121641 CARLSON, JEREMY	\$64.00	2/2/2022 R
121642 CASEY & KIRSCH PUBLISHERS	\$50.00	2/2/2022 R
121643 CDW GOVERNMENT INC	\$1,315.87	2/2/2022 R
121644 CHAPMAN, RONALD J. JR	\$101.00	2/2/2022 R
121645 CHOUANARD, JANICE	\$19.76	2/2/2022 R
121646 CINTAS CORP #470	\$275.46	2/2/2022 R
121647 CITY OF VADNAIS HEIGHTS	\$2,552.55	2/2/2022 R
121648 CITY OF WHITE BEAR LAKE	\$155,000.00	2/2/2022 R
121649 CL BENSEN CO INC	\$0.00	2/2/2022 C
121650 CL BENSEN CO INC	\$5,707.72	2/2/2022 R
121651 CLARK, CORY	\$82.00	2/2/2022 R
121652 COLLINS SPORTS MEDICINE	\$211.74	2/2/2022 R
121653 COMMERCIAL KITCHEN SERVICES	\$1,526.54	2/2/2022 R
121654 COMMERCIAL DRYWALL INC	\$52,155.00	2/2/2022 R
121655 COMPASS MINERALS	\$1,640.86	2/2/2022 R
121656 CONNEY SAFETY PRODUCTS LLC	\$4,125.72	2/2/2022 R
121657 CONTINENTAL CLAY CO	\$362.14	2/2/2022 R
121658 CONTINENTAL RESEARCH CORP	\$898.22	2/2/2022 R
121659 COOGAN-BURKE, MARY	\$96.00	2/2/2022 R
121660 COOPER, KENNETH E.	\$64.00	2/2/2022 R
121661 CORNERSTONE OCCUPATIONAL HEALTH SPECIALISTS	\$82.00	2/2/2022 R
121662 CRESCENT ELECTRIC SUPPLY CO	\$63.01	2/2/2022 R
121663 CROWN TROPHY	\$431.28	2/2/2022 R
121664 CUB FOODS	\$78.12	2/2/2022 R
121665 CULINEX	\$533.01	2/2/2022 R

121666 CUMMINS SALES AND SERVICE	\$235.66	2/2/2022 R
121667 DALCO CORPORATION	\$0.00	2/2/2022 C
121668 DALCO CORPORATION	\$0.00	2/2/2022 C
121669 DALCO CORPORATION	\$0.00	2/2/2022 C
121670 DALCO CORPORATION	\$0.00	2/2/2022 C
121671 DALCO CORPORATION	\$0.00	2/2/2022 C
121672 DALCO CORPORATION	\$13,453.86	2/2/2022 R
121673 DECKER INC	\$721.27	2/2/2022 R
121673 DECKER INC	(\$721.27)	2/3/2022 V
121674 DEJARLAIS, MARILYN	\$322.85	2/2/2022 R
121675 DELEGARD TOOL COMPANY	\$58.25	2/2/2022 R
121676 DELEON, PAUL R.	\$171.00	2/2/2022 R
121677 DERAAD, MAX D.	\$490.80	2/2/2022 R
121678 DILLON, ROBERT	\$2,945.00	2/2/2022 R
121679 DOMEIER, MARILYN	\$12.75	2/2/2022 R
121680 DOMINOS PIZZA	\$0.00	2/2/2022 C
121681 DOMINOS PIZZA	\$0.00	2/2/2022 C
121682 DOMINOS PIZZA	\$3,780.98	2/2/2022 R
121683 DOOR SERVICE COMPANY	\$434.25	2/2/2022 R
121684 DOUGLAS, SANDRA L.	\$300.00	2/2/2022 R
121685 DEFINITIVE TECHNOLOGY SOLUTIONS	\$10,756.59	2/2/2022 R
121686 EASTVIEW HIGH SCHOOL	\$75.00	2/2/2022 R
121687 EBERT INC	\$19,627.80	2/2/2022 R
121688 ECKROTH MUSIC	\$0.00	2/2/2022 C
121689 ECKROTH MUSIC	\$616.78	2/2/2022 R
121690 EDUCATIONAL RECORDS BUREAU INC	\$8,315.70	2/2/2022 R
121691 EDUCERE, LLC	\$474.00	2/2/2022 R
121692 EHLERS	\$5,300.00	2/2/2022 R
121693 EISENHUTH, JEANNE	\$21.25	2/2/2022 R
121694 ENGSTRAN, CLAUDIA	\$19.13	2/2/2022 R
121695 ENSZ, ANDREW	\$154.00	2/2/2022 R
121696 EQUITY ALLIANCE MN	\$215.33	2/2/2022 R
121697 ETS NORTH METRO LLC	\$3,833.33	2/2/2022 R
121698 FAST WAX	\$293.40	2/2/2022 R
121699 FESTIVAL FOODS-KNOWLAN'S	\$0.00	2/2/2022 C
121700 FESTIVAL FOODS-KNOWLAN'S	\$0.00	2/2/2022 C
121701 FESTIVAL FOODS-KNOWLAN'S	\$0.00	2/2/2022 C
121702 FESTIVAL FOODS-KNOWLAN'S	\$0.00	2/2/2022 C
121703 FESTIVAL FOODS-KNOWLAN'S	\$865.39	2/2/2022 R
121704 FINN SISU	\$147.20	2/2/2022 R
121705 FITNESS DISTRIBUTING INC	\$728.00	2/2/2022 R
121706 FOLEY FALCONS ARCHERY	\$230.00	2/2/2022 R
121707 FOLLETT CONTENT SOLUTIONS LLC	\$464.82	2/2/2022 R
121708 FOSTER, DALE	\$182.00	2/2/2022 R
121709 FRATTALONES HARDWARE STORES	\$0.00	2/2/2022 C
121710 FRATTALONES HARDWARE STORES	\$268.90	2/2/2022 R
121711 FRONTRUNNER SCREEN PRINTING	\$568.00	2/2/2022 R

121711 FRONTRUNNER SCREEN PRINTING	(\$568.00)	2/14/2022 V
121712 GALLAGHERS NORTHWESTERN TIRE CO INC	\$255.57	2/2/2022 R
121713 GARVEY, PATRICIA	\$44.63	2/2/2022 R
121714 GEMINI ATHLETIC WEAR INC	\$13,300.00	2/2/2022 R
121715 GEPHART TRUCKING	\$4,050.00	2/2/2022 R
121716 GILLUND ENTERPRISES	\$264.74	2/2/2022 R
121717 GILSON, RYAN	\$118.00	2/2/2022 R
121718 GLASS, CHRISTEN J.	\$93.00	2/2/2022 R
121719 GLENN'S MOTORCOACH TOURS INC	\$1,950.00	2/2/2022 R
121720 GLYNN, THOMAS J.	\$82.00	2/2/2022 R
121721 GRAEN, KATHLEEN	\$101.00	2/2/2022 R
121722 GRAINGER	\$0.00	2/2/2022 C
121723 GRAINGER	\$0.00	2/2/2022 C
121724 GRAINGER	\$0.00	2/2/2022 C
121725 GRAINGER	\$3,098.77	2/2/2022 R
121726 GRANDMA'S BAKERY INC	\$427.00	2/2/2022 R
121727 GRAYBAR ELECTRIC COMPANY	\$656.37	2/2/2022 R
121728 HAAG, LOIS	\$20.00	2/2/2022 R
121729 HANSON, DARLENE	\$7.60	2/2/2022 R
121730 HEINEMANN (DO NOT USE -KY)	\$169.95	2/2/2022 R
121731 HILL, WESLEY	\$82.00	2/2/2022 R
121732 HOEFER, SHANE S.	\$108.00	2/2/2022 R
121733 HOENIGSCHMIDT, KAYLEA	\$0.00	2/2/2022 C
121734 HOENIGSCHMIDT, KAYLEA	\$4,456.00	2/2/2022 R
121735 HOGLUND BUS COMPANY	\$0.00	2/2/2022 C
121736 HOGLUND BUS COMPANY	\$0.00	2/2/2022 C
121737 HOGLUND BUS COMPANY	\$2,071.67	2/2/2022 R
121738 HOME DEPOT CREDIT SERVICES	\$95.84	2/2/2022 R
121739 HOUGHTON MIFFLIN HARCOURT	\$1,500.00	2/2/2022 R
121740 HOUSE OF PRINT	\$8,216.88	2/2/2022 R
121741 HUGHES, DEANNA D.	\$20.55	2/2/2022 R
121742 IDEAL ENERGIES SOLAR LEASING LLC	\$6,915.15	2/2/2022 R
121743 INNOVATIVE OFFICE SOLUTIONS	\$0.00	2/2/2022 C
121744 INNOVATIVE OFFICE SOLUTIONS	\$464.68	2/2/2022 R
121745 ISD #477 PRINCETON SCHOOL DISTRICT	\$75.00	2/2/2022 R
121746 ISD #623 ROSEVILLE AREA SCHOOLS	\$1,085.82	2/2/2022 R
121747 ISTATE TRUCK CENTER	\$660.20	2/2/2022 R
121748 IVERSON, REBECCA	\$30.00	2/2/2022 R
121749 IXL LEARNING	\$719.00	2/2/2022 R
121750 JACKSON, FRANK	\$93.00	2/2/2022 R
121751 JALLEN, SCOTT	\$94.00	2/2/2022 R
121752 JAYTECH INC	\$0.00	2/2/2022 C
121753 JAYTECH INC	\$4,960.98	2/2/2022 R
121754 JENSEN, ETOILE W.	\$22.40	2/2/2022 R
121755 JIMMY JOHNS #869	\$76.40	2/2/2022 R
121756 JOHN DEERE FINANCIAL	\$229.87	2/2/2022 R
121757 JOHN FOLEY MASONRY INC	\$393,313.30	2/2/2022 R

121758 JOHNSON, JEANNE K.	\$474.20	2/2/2022 R
121759 JW PEPPER & SON INC	\$175.94	2/2/2022 R
121760 KARELS, ANDREA L.	\$57.45	2/2/2022 R
121761 KATH FUEL OIL SERVICE CO	\$17,786.06	2/2/2022 R
121762 KELLY, JASON	\$182.00	2/2/2022 R
121763 KEYS CAFE & BAKERY	\$1,500.00	2/2/2022 R
121764 KFI ENGINEERS	\$4,059.55	2/2/2022 R
121765 KIEFER USA	\$292,137.35	2/2/2022 R
121766 KIM TONG TRANSLATION SERV INC	\$30.00	2/2/2022 R
121767 KIRCHBERG PAUL	\$122.00	2/2/2022 R
121768 KNOBLE, PETE	\$182.00	2/2/2022 R
121769 KOCH MECHANICAL LLC	\$1,685.00	2/2/2022 R
121770 KOPP, SCOTT A.	\$118.00	2/2/2022 R
121771 KOREEN, GLORIA	\$86.70	2/2/2022 R
121772 KRAFT MECHANICAL LLC	\$9,338.17	2/2/2022 R
121773 KUDEBAH, STEVE	\$64.00	2/2/2022 R
121774 KULLY SUPPLY COMPANY	\$216.85	2/2/2022 R
121775 LALIBERTE, DAMON	\$118.00	2/2/2022 R
121776 LALIBERTE, ELAINE	\$32.30	2/2/2022 R
121777 LANDGRAFF, MARCIA J.	\$539.40	2/2/2022 R
121778 LANGUAGE LINE SERVICES	\$468.48	2/2/2022 R
121779 LARA, SUMMER	\$300.00	2/2/2022 R
121780 LARSON, BEVERLEY M.	\$15.30	2/2/2022 R
121781 LEHNER, KENNETH	\$64.00	2/2/2022 R
121782 LEUTGEB, VIRGINIA (GINNY)	\$34.40	2/2/2022 R
121783 LIBERTY CLASSICAL ACADEMY	\$13,123.65	2/2/2022 R
121784 LINDE GAS & EQUIPMENT INC	\$57.15	2/2/2022 R
121785 LITCH, KARLA K.	\$43.50	2/2/2022 R
121786 LITERACY RESOURCES LLC	\$583.09	2/2/2022 R
121787 LIVINGSTON, TYLER	\$82.00	2/2/2022 R
121788 L T G POWER EQUIPMENT	\$79.85	2/2/2022 R
121789 LUNDGREN, JOANNE M.	\$53.13	2/2/2022 R
121790 MAC RUNNEL, MINDY L.	\$97.11	2/2/2022 R
121791 MACPHAIL CENTER FOR MUSIC	\$11,423.00	2/2/2022 R
121792 MALLOY/MONTAGUE/KARNOWSKI & CO	\$28,455.00	2/2/2022 R
121793 MANSFIELD OIL CO	\$12,329.22	2/2/2022 R
121794 MN CHEERLEADING COACHES ASSOC	\$765.00	2/2/2022 R
121795 MCCRAY EXPRESS SPORTS NETWORK	\$2,006.00	2/2/2022 R
121796 MCDONOUGH'S WATERJETTING AND DRAIN CLEANING	\$237.75	2/2/2022 R
121797 MCGOWAN, TIM	\$82.00	2/2/2022 R
121798 MEDTOX LABORATORIES	\$227.37	2/2/2022 R
121799 METRO MEALS ON WHEELS INC	\$6,417.90	2/2/2022 R
121800 MICHAELSON, RUTH F.	\$8.69	2/2/2022 R
121801 MID CITY SERVICES - INDUSTRIAL LAUNDRY	\$34.02	2/2/2022 R
121802 MILLIGAN, THERESA	\$75.65	2/2/2022 R
121803 MINNESOTA REVENUE	\$1,508.00	2/2/2022 R
121804 MN INSURANCE SCHOLASTIC TRUST	\$12,794.00	2/2/2022 R

121805 MN DEPT OF HEALTH	\$35.00	2/2/2022 R
121806 MN SWORD PLAY	\$360.00	2/2/2022 R
121807 MN TRUE TEAM TRACK & FIELD	\$190.00	2/2/2022 R
121808 MURPHY WINDOW AND DOOR COMMERCIAL INC	\$218,500.00	2/2/2022 R
121809 MUSIC IN MOTION	\$109.95	2/2/2022 R
121810 MUSKA ELECTRIC COMPANIES	\$162,925.00	2/2/2022 R
121811 NAC MECHANICAL & ELECTRICAL SERV	\$2,635.00	2/2/2022 R
121812 NAPA AUTO PARTS	\$143.07	2/2/2022 R
121813 NASCO	\$53.25	2/2/2022 R
121814 NCS PEARSON INC	\$279.62	2/2/2022 R
121815 NELSON, CHARLES R.	\$77.00	2/2/2022 R
121816 NEVCO SPORTS, LLC	\$3,193.16	2/2/2022 R
121817 NEWTRAX	\$5,919.00	2/2/2022 R
121818 NIEMANN, JUDITH & RAY	\$60.00	2/2/2022 R
121819 NORCENTRONIX DISTRIBUTING	\$570.00	2/2/2022 R
121820 NORTH CENTRAL BLUE BIRD BUS SALES	\$0.00	2/2/2022 C
121821 NORTH CENTRAL BLUE BIRD BUS SALES	\$1,467.08	2/2/2022 R
121822 NORTHEAST METRO INTERMEDIATE DISTRICT 916	\$133,451.45	2/2/2022 R
121823 NORTHERN LANDSCAPE & IRRIGATION INC	\$0.00	2/2/2022 C
121824 NORTHERN LANDSCAPE & IRRIGATION INC	\$0.00	2/2/2022 C
121825 NORTHERN LANDSCAPE & IRRIGATION INC	\$32,264.55	2/2/2022 R
121826 NORTHLAND APPLIANCE SERVICE	\$139.95	2/2/2022 R
121827 O'NEIL, LOIS	\$33.00	2/2/2022 R
121828 O'REILLY AUTOMOTIVE INC	\$0.00	2/2/2022 C
121829 O'REILLY AUTOMOTIVE INC	\$731.69	2/2/2022 R
121830 OFFICE DEPOT	\$56.30	2/2/2022 R
121831 OLSON, SUZANNE K.	\$22.95	2/2/2022 R
121832 ORKIN INC	\$350.78	2/2/2022 R
121833 PAR INC	\$1,482.60	2/2/2022 R
121834 PARENT BOOSTER USA	\$495.00	2/2/2022 R
121835 PARTS TOWN, LLC	\$150.41	2/2/2022 R
121836 PAUL VADNAIS PLUMBING & WELL	\$235.00	2/2/2022 R
121837 PEDIATRIC HOME SERVICE	\$2,175.00	2/2/2022 R
121838 PELCO CONSTRUCTION LLC	\$4,325.00	2/2/2022 R
121839 PELLETIER, DANIEL T.	\$118.00	2/2/2022 R
121840 PETERSEN, BILL	\$64.00	2/2/2022 R
121841 PHOENIX SCHOOL COUNSELING LLC	\$5,285.61	2/2/2022 R
121842 PICARD, ANNE	\$15.40	2/2/2022 R
121843 PINNACLE WALL SYSTEMS INC	\$17,670.00	2/2/2022 R
121844 PIONEER MIDWEST	\$69.40	2/2/2022 R
121845 PRESS PUBLICATIONS	\$314.55	2/2/2022 R
121846 PRO-ED INC	\$292.26	2/2/2022 R
121847 QUISTAD, IDA	\$38.68	2/2/2022 R
121848 R & R SPECIALTIES INC	\$112.50	2/2/2022 R
121849 RACHEL CONTRACTING LLC	\$32,300.95	2/2/2022 R
121850 RAPID PRESS PRINTING & COPY CENTER	\$109.00	2/2/2022 R
121850 RAPID PRESS PRINTING & COPY CENTER	(\$109.00)	2/14/2022 V

121851 READ TO THEM INC	\$1,563.75	2/2/2022 R
121852 RED CEDAR STEEL ERECTORS INC	\$361,000.00	2/2/2022 R
121853 REDWOOD TOXICOLOGY LABORATORY	\$241.02	2/2/2022 R
121854 THE RETROFIT COMPANIES INC	\$536.81	2/2/2022 R
121855 ROETTGER, DEBRA	\$68.00	2/2/2022 R
121856 ROETTGER, DORIS	\$183.88	2/2/2022 R
121857 RULAPAUGH, JILL	\$182.00	2/2/2022 R
121858 RUPP ANDERSON SQUIRES	\$1,356.10	2/2/2022 R
121859 SAARION, CARL A.	\$64.00	2/2/2022 R
121860 SAIKO, KATHY	\$20.00	2/2/2022 R
121861 SAMSON, DARCY J.	\$77.00	2/2/2022 R
121862 SAVELA, MARCIA	\$10.20	2/2/2022 R
121863 SCHMID, RITA	\$17.00	2/2/2022 R
121864 SCHMIT TOWING	\$337.50	2/2/2022 R
121865 SCHOLASTIC	\$146.08	2/2/2022 R
121866 SCHOLASTIC	\$1,077.33	2/2/2022 R
121867 SCOTT ELECTRIC	\$1,133.00	2/2/2022 R
121868 SHEPP, ERIKKA	\$14.39	2/2/2022 R
121869 SIDDONS, LISA	\$483.00	2/2/2022 R
121870 SIEVERT, COREEN M.	\$56.55	2/2/2022 R
121871 SIMON, MICHAEL	\$77.00	2/2/2022 R
121872 SKOW, KAREN L.	\$240.00	2/2/2022 R
121873 SKUPA, NANCY	\$299.50	2/2/2022 R
121874 SMART CARE EQUIPMENT SOLUTIONS	\$654.95	2/2/2022 R
121875 SMITH, JENNIFER	\$96.00	2/2/2022 R
121876 SMITLEY, SHARON L.	\$125.00	2/2/2022 R
121877 SCHOOL NUTRITION ASSOC (SNA)	\$222.00	2/2/2022 R
121878 SNOW, MICHAEL R.	\$118.00	2/2/2022 R
121879 SOCIAL CLUB SIMPLE LLC	\$75.00	2/2/2022 R
121880 SOLIANT	\$19,983.62	2/2/2022 R
121881 STAFSHOLT, ANGELIKAH J.	\$14.45	2/2/2022 R
121882 STANDARD INSURANCE COMPANY	\$38,647.21	2/2/2022 R
121883 STAPLES	\$159.97	2/2/2022 R
121884 STAR TRIBUNE	\$64.77	2/2/2022 R
121885 STERICYCLE, INC.	\$625.63	2/2/2022 R
121886 STOUT, GAYLE E.	\$20.00	2/2/2022 R
121887 STRAND, TROY A.	\$22.50	2/2/2022 R
121888 SUMMIT FIRE PROTECTION	\$645.00	2/2/2022 R
121889 SUNDE LAND SURVEYING LLC	\$1,819.25	2/2/2022 R
121890 SUPERSET TILE & STONE	\$11,400.00	2/2/2022 R
121891 SVAC, NICK	\$94.00	2/2/2022 R
121892 SYNOVIA SOLUTIONS	\$1,551.40	2/2/2022 R
121893 SYSCO OF WESTERN MN	\$0.00	2/2/2022 C
121894 SYSCO OF WESTERN MN	\$3,718.94	2/2/2022 R
121895 TA SCHIFSKY & SONS INC	\$1,830.00	2/2/2022 R
121896 TEACHER SYNERGY LLC	\$191.97	2/2/2022 R
121897 TOOLS FOR SCHOOLS INC	\$150.00	2/2/2022 R

121898 TOWN LIFE	\$1,215.00	2/2/2022 R
121899 TR ENVIRONMENTAL CONSULTING LLC	\$0.00	2/2/2022 C
121900 TR ENVIRONMENTAL CONSULTING LLC	\$1,776.00	2/2/2022 R
121901 TRADE PRESS INC	\$980.00	2/2/2022 R
121902 TRAFERA LLC	\$2,048.00	2/2/2022 R
121903 TRANS-MISSISSIPPI BIO SUPPLY	\$260.14	2/2/2022 R
121904 TRANSLANGUAGES, LLC	\$0.00	2/2/2022 C
121905 TRANSLANGUAGES, LLC	\$3,233.44	2/2/2022 R
121906 TREASURED TRANSPORTATION LLC	\$72,532.69	2/2/2022 R
121907 TRI-STATE BOBCAT	\$1,766.02	2/2/2022 R
121908 TWIN CITY JANITOR SUPPLY CO	\$534.56	2/2/2022 R
121909 TWIN CITIES TRANSPORT & RECOVERY INC	\$300.00	2/2/2022 R
121910 TWIN CITY HARDWARE COMPANY INC	\$1,230.00	2/2/2022 R
121911 TWIN CITY ACOUSTICS INC	\$570.00	2/2/2022 R
121912 ULTRA CONCRETE LLC	\$1,126,039.27	2/2/2022 R
121913 UNIVERSITY OF MN OFC OF STUDENT FINANCE	\$1,015.00	2/2/2022 R
121914 UPPER MIDWEST ATHLETIC CONSTRUCTION	\$3,852.68	2/2/2022 R
121915 US FOODS CULINARY EQUIP & SUPPLIES	\$378.28	2/2/2022 R
121916 US OMNI & TSACG COMPLIANCE SERVICES, INC	\$940.24	2/2/2022 R
121917 VAN GUILDER, CRAIG T.	\$94.00	2/2/2022 R
121918 VARSITY SPIRIT FASHIONS	\$305.90	2/2/2022 R
121919 VERIZON WIRELESS	\$1,183.72	2/2/2022 R
121920 VIKING ELECTRIC SUPPLY	\$0.00	2/2/2022 C
121921 VIKING ELECTRIC SUPPLY	\$932.51	2/2/2022 R
121922 VOIT, TAYLOR	\$64.00	2/2/2022 R
121923 WATERS, FAITH	\$94.95	2/2/2022 R
121924 WHITE BEAR CENTER FOR THE ARTS	\$6,375.00	2/2/2022 R
121925 WHITE BEAR LAWN & SNOW	\$0.00	2/2/2022 C
121926 WHITE BEAR LAWN & SNOW	\$14,245.00	2/2/2022 R
121927 WHITE BEAR LOCKSMITH INC	\$332.04	2/2/2022 R
121928 WHITE BEAR TOWNSHIP	\$5,401.18	2/2/2022 R
121929 WEIDNER PLUMBING & HEATING CO	\$182,875.00	2/2/2022 R
121930 WELLS CONCRETE PRODUCTS CO	\$473,234.24	2/2/2022 R
121931 WENGER CORP	\$5,466.72	2/2/2022 R
121932 WESTERN PSYCHOLOGICAL SERVICES	\$129.80	2/2/2022 R
121933 WHITE BEAR LAKE FOOTBALL BOOSTER	\$10,000.00	2/2/2022 R
121934 WILLIAMS, ANTHONY C.	\$118.00	2/2/2022 R
121935 WINNICK SUPPLY	\$137.75	2/2/2022 R
121936 WOODLAND INDIAN CRAFT	\$520.00	2/2/2022 R
121937 WORDWARE	\$360.00	2/2/2022 R
121938 XCEL ENERGY	\$22,346.83	2/2/2022 R
121939 ZABADAL, GEORGE J.	\$101.00	2/2/2022 R
121940 ZAHL PETROLEUM MAINTENANCE CO	\$256.85	2/2/2022 R
121941 DECKER INC	\$719.27	2/3/2022 R
121942 GREATER TWIN CITIES UNITED WAY	\$130.00	2/3/2022 R
121943 IUOE LOCAL 70	\$1,557.05	2/3/2022 R
121944 SCHOOL SERVICE EMPLOYEES	\$0.00	2/3/2022 C

121945 SCHOOL SERVICE EMPLOYEES	\$7,395.18	2/3/2022 R
121946 WBLA EDUCATIONAL FOUNDATION	\$479.00	2/3/2022 R
121947 DS ERICKSON & ASSOC PLLC	\$323.19	2/3/2022 R
121948 GURSTEL CHARGO ATTORNEYS AT LAW	\$324.16	2/3/2022 R
121949 MESSERLI & KRAMER PA	\$299.51	2/3/2022 R
121950 1000 PETALS	\$3,850.30	2/16/2022 R
121951 A+ DRIVING SCHOOL	\$1,650.00	2/16/2022 R
121952 ACCLAIM SERVICES INC	\$1,350.00	2/16/2022 R
121953 ACOUSTICS ASSOCIATES INC	\$1,688.45	2/16/2022 R
121954 AED PROFESSIONALS	\$58,125.00	2/16/2022 R
121955 ALL STATE COMMUNICATIONS	\$19,557.74	2/16/2022 R
121956 ALLIANCE PARTS TRUCK AND TRAILER	\$305.30	2/16/2022 R
121957 ALLIED 100 LLC	\$145.69	2/16/2022 R
121958 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121959 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121960 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121961 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121962 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121963 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121964 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121965 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121966 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121967 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121968 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121969 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121970 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121971 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121972 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121973 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121974 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121975 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121976 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121977 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121978 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121979 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121980 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121981 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121982 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121983 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121984 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121985 AMAZON CAPITAL SERVICES	\$0.00	2/16/2022 C
121986 AMAZON CAPITAL SERVICES	\$19,329.65	2/16/2022 R
121987 AMERICAN MESSAGING SERVICES	\$13.67	2/16/2022 R
121988 AMERICAN REGISTRY FOR INTERNET NUMBERS LTD	\$150.00	2/16/2022 R
121989 AMERICAN STRUCTURAL METALS INC	\$47,880.00	2/16/2022 R
121990 AMERICAN TIME	\$748.85	2/16/2022 R
121991 APADANA	\$6,135.42	2/16/2022 R

121992	ARAMARK UNIFORM SERVICES	\$0.00	2/16/2022	C
121993	ARAMARK UNIFORM SERVICES	\$541.77	2/16/2022	R
121994	ARCADE ASPHALT CO	\$16,500.00	2/16/2022	R
121995	ARRIOLA, MARK W.	\$94.00	2/16/2022	R
121996	ASL INTERPRETING SERVICES INC	\$128.00	2/16/2022	R
121997	ATC GROUP SERVICES LLC	\$7,647.77	2/16/2022	R
121998	AXEL H OHMAN INC	\$34,496.60	2/16/2022	R
121999	B&B ELECTRIC INC	\$5,464.06	2/16/2022	R
122000	BELL, DANIEL	\$171.00	2/16/2022	R
122001	BENCHMARK EDUCATION COMPANY	\$5,595.00	2/16/2022	R
122002	BENNEK, JOE	\$77.00	2/16/2022	R
122003	BERG, ELLIE K.	\$96.00	2/16/2022	R
122004	BERWALD ROOFING COMPANY INC	\$13,625.40	2/16/2022	R
122005	BEST, RANDY	\$94.00	2/16/2022	R
122006	BEVSO	\$0.00	2/16/2022	C
122007	BEVSO	\$0.00	2/16/2022	C
122008	BEVSO	\$21,478.34	2/16/2022	R
122009	BIO-RAD LABORATORIES	\$318.57	2/16/2022	R
122010	BITUMINOUS ROADWAYS INC	\$5,663.75	2/16/2022	R
122011	BLADE, JULIE M.	\$521.47	2/16/2022	R
122012	BLICK ART MATERIALS	\$70.00	2/16/2022	R
122013	THE BOELTER COMPANIES INC	\$33,207.05	2/16/2022	R
122014	BPAS	\$750.00	2/16/2022	R
122015	BRAINSRING	\$33.85	2/16/2022	R
122016	BRAUN INTERTEC CORPORATION	\$825.00	2/16/2022	R
122017	BREAKOUT INC	\$179.00	2/16/2022	R
122018	BSN SPORTS, LLC	\$9,494.48	2/16/2022	R
122019	BSN ELECTRIC	\$5,647.75	2/16/2022	R
122020	BURGRAFF, HALEY	\$1,033.00	2/16/2022	R
122021	CAMMACK, HANNAH	\$207.85	2/16/2022	R
122021	CAMMACK, HANNAH	(\$207.85)	2/17/2022	V
122022	CAPITAL ONE TRADE CREDIT	\$783.67	2/16/2022	R
122023	CAPITAL ONE TRADE CREDIT	\$53.37	2/16/2022	R
122024	CAPITAL CITY GLASS INC	\$4,643.89	2/16/2022	R
122025	CENTRAL ROOFING COMPANY	\$9,109.55	2/16/2022	R
122026	CERTIFIED LABORATORIES	\$172.38	2/16/2022	R
122027	CHISAGO LAKES HIGH SCHOOL	\$225.00	2/16/2022	R
122028	CINTAS CORP #470	\$477.97	2/16/2022	R
122029	CITY OF HUGO	\$2,700.30	2/16/2022	R
122030	CLASS CREATOR	\$448.00	2/16/2022	R
122031	COLEMAN, TAMMIE	\$96.00	2/16/2022	R
122032	COLLEGE ENTRANCE EXAMINATION BOARD	\$1,172.00	2/16/2022	R
122033	COMCAST	\$1,875.05	2/16/2022	R
122034	COMMERCIAL KITCHEN SERVICES	\$1,378.00	2/16/2022	R
122035	COMMUNITY EDUCATION	\$120.00	2/16/2022	R
122036	COMPASS MINERALS	\$2,129.55	2/16/2022	R
122037	CONSTRUCTIVE PLAYTHINGS	\$83.94	2/16/2022	R

122038 CRAGUN'S LODGE AND CONF CTR	\$3,543.17	2/16/2022 R
122039 CRESCENT ELECTRIC SUPPLY CO	\$946.66	2/16/2022 R
122040 CULINEX	\$30,818.81	2/16/2022 R
122041 CUMMINS SALES AND SERVICE	\$731.61	2/16/2022 R
122042 CUSTOM DRYWALL INC	\$1,900.00	2/16/2022 R
122043 DALCO CORPORATION	\$0.00	2/16/2022 C
122044 DALCO CORPORATION	\$0.00	2/16/2022 C
122045 DALCO CORPORATION	\$0.00	2/16/2022 C
122046 DALCO CORPORATION	\$0.00	2/16/2022 C
122047 DALCO CORPORATION	\$15,515.23	2/16/2022 R
122048 DAVIS MECHANICAL SYSTEMS INC	\$20,900.00	2/16/2022 R
122049 DECOR-TEC INCORPORATED	\$654.57	2/16/2022 R
122050 DEGEZELLE, KEVIN	\$82.00	2/16/2022 R
122051 DEMCO INC	\$439.96	2/16/2022 R
122052 DOMINOS PIZZA	\$261.41	2/16/2022 R
122053 DOOR SERVICE COMPANY	\$655.00	2/16/2022 R
122054 DEFINITIVE TECHNOLOGY SOLUTIONS	\$6,510.14	2/16/2022 R
122055 DEFINITIVE TECHNOLOGY SOLUTIONS	\$9,685.00	2/16/2022 R
122056 EAGLE BROOK CHURCH	\$9,250.38	2/16/2022 R
122057 EARTHCAM INC	\$469.26	2/16/2022 R
122058 EAST RIDGE BOYS GOLF	\$225.00	2/16/2022 R
122059 EBERT INC	\$1,900.00	2/16/2022 R
122060 ECKROTH MUSIC	\$900.52	2/16/2022 R
122061 ECMECC	\$245.00	2/16/2022 R
122062 ELLISON EDUC EQUIP INC	\$45.05	2/16/2022 R
122063 ENVIROBATE INC	\$708.02	2/16/2022 R
122064 EQUITY ALLIANCE MN	\$46,510.00	2/16/2022 R
122065 ESTES, HAYLEY	\$77.00	2/16/2022 R
122066 FASTENAL COMPANY	\$693.75	2/16/2022 R
122067 FESTIVAL FOODS-KNOWLAN'S	\$0.00	2/16/2022 C
122068 FESTIVAL FOODS-KNOWLAN'S	\$0.00	2/16/2022 C
122069 FESTIVAL FOODS-KNOWLAN'S	\$0.00	2/16/2022 C
122070 FESTIVAL FOODS-KNOWLAN'S	\$0.00	2/16/2022 C
122071 FESTIVAL FOODS-KNOWLAN'S	\$0.00	2/16/2022 C
122072 FESTIVAL FOODS-KNOWLAN'S	\$0.00	2/16/2022 C
122073 FESTIVAL FOODS-KNOWLAN'S	\$0.00	2/16/2022 C
122074 FESTIVAL FOODS-KNOWLAN'S	\$1,505.31	2/16/2022 R
122075 FINN SISU	\$116.80	2/16/2022 R
122076 FIRST STUDENT INC	\$0.00	2/16/2022 C
122077 FIRST STUDENT INC	\$459,431.15	2/16/2022 R
122078 THE FITNESS SHOPPE	\$214.70	2/16/2022 R
122079 FLIBS THE FLORIDA ASSOC OF IB WORLD SCHOOLS	\$0.00	2/16/2022 C
122080 FLIBS THE FLORIDA ASSOC OF IB WORLD SCHOOLS	\$0.00	2/16/2022 C
122081 FLIBS THE FLORIDA ASSOC OF IB WORLD SCHOOLS	\$0.00	2/16/2022 C
122082 FLIBS THE FLORIDA ASSOC OF IB WORLD SCHOOLS	\$7,800.00	2/16/2022 R
122083 FLOWERS, CHRIS	\$64.00	2/16/2022 R
122084 FOLLETT SCHOOL SOLUTIONS INC	\$599.00	2/16/2022 R

122085 FORD METRO INC	\$21,174.55	2/16/2022 R
122086 FRATTALONES HARDWARE STORES	\$0.00	2/16/2022 C
122087 FRATTALONES HARDWARE STORES	\$0.00	2/16/2022 C
122088 FRATTALONES HARDWARE STORES	\$505.78	2/16/2022 R
122089 FRESHWATER SOCIETY	\$279.42	2/16/2022 R
122090 FRONTRUNNER SCREEN PRINTING	\$510.00	2/16/2022 R
122091 FUN AND FUNCTION	\$780.28	2/16/2022 R
122092 FUN EXPRESS LLC	\$572.76	2/16/2022 R
122093 GALLAGHERS NORTHWESTERN TIRE CO INC	\$2,321.32	2/16/2022 R
122094 GARNET REAL ESTATE SERVICES	\$1,811.00	2/16/2022 R
122095 GEIR, BRIAN L.	\$78.00	2/16/2022 R
122096 GOPHER	\$1,061.48	2/16/2022 R
122097 GRAINGER	\$0.00	2/16/2022 C
122098 GRAINGER	\$0.00	2/16/2022 C
122099 GRAINGER	\$2,652.98	2/16/2022 R
122100 GRANDMA'S BAKERY INC	\$90.58	2/16/2022 R
122101 GRAYBAR ELECTRIC COMPANY	\$140.90	2/16/2022 R
122102 GREATAMERICA FINANCIAL SERVICES	\$334.85	2/16/2022 R
122103 GROUP MEDICAREBLUE RX	\$12,487.50	2/16/2022 R
122104 GSK AUTISM LLC	\$31.98	2/16/2022 R
122105 H&B SPECIALIZED PRODUCTS INC	\$3,082.25	2/16/2022 R
122106 HAAS MUSICAL INSTRUMENT REPAIR	\$68.00	2/16/2022 R
122107 HALO TRANSPORTATION	\$15,438.81	2/16/2022 R
122108 HANSEN, COLE	\$77.00	2/16/2022 R
122109 HARRIS, JOSEPH W.	\$171.00	2/16/2022 R
122110 HEGGERTY PHONEMIC AWARENESS	\$39.98	2/16/2022 R
122111 HEINEMANN	\$136.40	2/16/2022 R
122112 HERITAGE	\$1,533.00	2/16/2022 R
122113 HILLER STORES INC	\$27,817.00	2/16/2022 R
122114 HOENIGSCHMIDT, KAYLEA	\$1,008.75	2/16/2022 R
122115 HOGLUND BUS COMPANY	\$0.00	2/16/2022 C
122116 HOGLUND BUS COMPANY	\$1,516.47	2/16/2022 R
122117 HOLCOMB, BRADLEY P.	\$171.00	2/16/2022 R
122118 HUDSON HIGH SCHOOL	\$220.00	2/16/2022 R
122119 HUGO FEED MILL & HARDWARE	\$51.32	2/16/2022 R
122120 IFD	\$0.00	2/16/2022 C
122121 IFD	\$0.00	2/16/2022 C
122122 IFD	\$0.00	2/16/2022 C
122123 IFD	\$0.00	2/16/2022 C
122124 IFD	\$0.00	2/16/2022 C
122125 IFD	\$171,374.47	2/16/2022 R
122126 IMSANDE, MONIQUE	\$96.00	2/16/2022 R
122127 INC, ROY C	\$1,875.00	2/16/2022 R
122128 INNOVATIVE OFFICE SOLUTIONS	\$1,006.36	2/16/2022 R
122129 IXL LEARNING	\$810.00	2/16/2022 R
122130 JACKSON, ERIC	\$182.00	2/16/2022 R
122131 JACON LLC	\$45,302.14	2/16/2022 R

122132 JOHNSON CONTROLS FIRE PROTECTION LP	\$970.00	2/16/2022	R
122133 JOHNSON, SHARON A.	\$1,086.36	2/16/2022	R
122134 JONES, TREMAYNE K.	\$82.00	2/16/2022	R
122135 JW PEPPER & SON INC	\$0.00	2/16/2022	C
122136 JW PEPPER & SON INC	\$0.00	2/16/2022	C
122137 JW PEPPER & SON INC	\$0.00	2/16/2022	C
122138 JW PEPPER & SON INC	\$1,369.53	2/16/2022	R
122139 KARLSBURGER FOODS INC	\$1,169.52	2/16/2022	R
122140 KATH FUEL OIL SERVICE CO	\$37.88	2/16/2022	R
122141 KELLINGTON CONSTRUCTION INC	\$16,627.31	2/16/2022	R
122142 KEYSTONE INTERPRETING SOLUTIONS	\$157.85	2/16/2022	R
122143 KINNI SPORT & POWER	\$407.08	2/16/2022	R
122144 KIRCHBERG PAUL	\$122.00	2/16/2022	R
122145 KNOBLE, PETE	\$182.00	2/16/2022	R
122146 KOCH MECHANICAL LLC	\$27,150.00	2/16/2022	R
122147 KRAFT MECHANICAL LLC	\$0.00	2/16/2022	C
122148 KRAFT MECHANICAL LLC	\$0.00	2/16/2022	C
122149 KRAFT MECHANICAL LLC	\$15,030.95	2/16/2022	R
122150 KRAUS ANDERSON CONSTRUCTION CO	\$0.00	2/16/2022	C
122151 KRAUS ANDERSON CONSTRUCTION CO	\$675,395.75	2/16/2022	R
122152 KUBES, TOM	\$94.00	2/16/2022	R
122153 KULLY SUPPLY COMPANY	\$1,178.24	2/16/2022	R
122154 LAKES INTERNATIONAL LANGUAGE ACADEMY	\$250.00	2/16/2022	R
122155 LAKESHORE LEARNING MATERIALS	\$171.22	2/16/2022	R
122156 LANDGRAFF, MARCIA J.	\$539.40	2/16/2022	R
122157 LANGUAGE LINE SERVICES	\$792.05	2/16/2022	R
122158 LARA, SUMMER	\$150.00	2/16/2022	R
122159 LARSEN, BRAD	\$94.00	2/16/2022	R
122160 LEONARD, MICHAEL	\$77.00	2/16/2022	R
122161 LIBERTY CLASSICAL ACADEMY	\$6,035.00	2/16/2022	R
122162 LINDE GAS & EQUIPMENT INC	\$61.05	2/16/2022	R
122163 LISA'S PHOTOGRAPHY	\$504.00	2/16/2022	R
122164 LORENZ BUS SERVICE INC	\$0.00	2/16/2022	C
122165 LORENZ BUS SERVICE INC	\$0.00	2/16/2022	C
122166 LORENZ BUS SERVICE INC	\$0.00	2/16/2022	C
122167 LORENZ BUS SERVICE INC	\$8,168.75	2/16/2022	R
122168 L T G POWER EQUIPMENT	\$95.00	2/16/2022	R
122169 M-F ATHLETIC CO INC	\$345.40	2/16/2022	R
122170 MAC RUNNEL, MINDY L.	\$50.00	2/16/2022	R
122171 MACKIN EDUCATIONAL RESOURCES	\$2,497.57	2/16/2022	R
122172 MN ASSOC FOR CHILDREN'S MENTAL HEALTH	\$290.00	2/16/2022	R
122173 MADAUS, KIRSTEN G.	\$112.00	2/16/2022	R
122174 MANSFIELD OIL CO	\$21,051.48	2/16/2022	R
122175 MARSO, MICHAEL	\$77.00	2/16/2022	R
122176 MCDONOUGH'S WATERJETTING AND DRAIN CLEANING	\$572.75	2/16/2022	R
122177 MEDTOX LABORATORIES	\$50.00	2/16/2022	R
122178 MERRY, VANESSA A.	\$150.00	2/16/2022	R

122179 METRO ECSU	\$15.00	2/16/2022 R
122180 METROPOLITAN TRANSPORTATION NETWORK	\$45,895.41	2/16/2022 R
122181 MID CITY SERVICES - INDUSTRIAL LAUNDRY	\$0.00	2/16/2022 C
122182 MID CITY SERVICES - INDUSTRIAL LAUNDRY	\$0.00	2/16/2022 C
122183 MID CITY SERVICES - INDUSTRIAL LAUNDRY	\$1,769.75	2/16/2022 R
122184 MIDWEST BUS PARTS INC	\$0.00	2/16/2022 C
122185 MIDWEST BUS PARTS INC	\$0.00	2/16/2022 C
122186 MIDWEST BUS PARTS INC	\$1,122.32	2/16/2022 R
122187 MILACA WOLVES ARCHERY	\$250.00	2/16/2022 R
122188 MINVALCO INC	\$663.60	2/16/2022 R
122189 MN ULTIMATE	\$500.00	2/16/2022 R
122190 MN UTILITIES & EXCAVATING LLC	\$23,824.30	2/16/2022 R
122191 MN SCHOOL BOARDS ASSN	\$0.00	2/16/2022 C
122192 MN SCHOOL BOARDS ASSN	\$635.00	2/16/2022 R
122193 MTI ENTERPRISES INC	\$1,620.00	2/16/2022 R
122194 MUSCANTO, STEPHEN	\$64.00	2/16/2022 R
122195 NARDINI FIRE EQUIPMENT CO INC	\$0.00	2/16/2022 C
122196 NARDINI FIRE EQUIPMENT CO INC	\$2,030.55	2/16/2022 R
122197 NAVIS, NANCY L.	\$2,544.00	2/16/2022 R
122198 NCPERS GROUP LIFE INS	\$112.00	2/16/2022 R
122199 NEO ELECTRICAL SOLUTIONS LLC	\$29,502.51	2/16/2022 R
122200 NESCO LLC	\$49.88	2/16/2022 R
122201 NEVCO SPORTS, LLC	\$514.29	2/16/2022 R
122202 NEWTRAX	\$7,277.90	2/16/2022 R
122203 NICHOLAS-NELSON, TAMRA	\$101.00	2/16/2022 R
122204 NOBLE CONSERVATION SOLUTIONS	\$400.51	2/16/2022 R
122205 NORTH CENTRAL BLUE BIRD BUS SALES	\$0.00	2/16/2022 C
122206 NORTH CENTRAL BLUE BIRD BUS SALES	\$1,260.22	2/16/2022 R
122207 NORTHEAST METRO INTERMEDIATE DISTRICT 916	\$6,584.38	2/16/2022 R
122208 NOVAK, JANICE S.	\$60.00	2/16/2022 R
122209 NYSTROM PUBLISHING CO INC	\$855.80	2/16/2022 R
122210 O'NEILL ELECTRIC INC	\$44,115.21	2/16/2022 R
122211 O'REILLY AUTOMOTIVE INC	\$183.54	2/16/2022 R
122212 OFFICE DEPOT	\$99.99	2/16/2022 R
122213 OPG-3 INC	\$1,850.00	2/16/2022 R
122214 ORKIN INC	\$350.78	2/16/2022 R
122215 ORTIZ, KLEBER I.	\$1,050.00	2/16/2022 R
122216 OXYGEN SERVICE COMPANY INC	\$29.95	2/16/2022 R
122217 PAN-O-GOLD	\$0.00	2/16/2022 C
122218 PAN-O-GOLD	\$6,388.61	2/16/2022 R
122219 PANERA LLC	\$328.61	2/16/2022 R
122220 PAR INC	\$1,566.72	2/16/2022 R
122221 PARTS TOWN, LLC	\$879.71	2/16/2022 R
122222 PATIENT TOOLS INC	\$235.00	2/16/2022 R
122223 PATZOLDT CONCRETE & MASONRY LLC	\$33,725.00	2/16/2022 R
122224 PEASE, STEVEN	\$101.00	2/16/2022 R
122225 PEDIATRIC HOME SERVICE	\$3,037.50	2/16/2022 R

122226 PETERS, BRIAN	\$101.00	2/16/2022	R
122227 PICTURE THAT!	\$161.00	2/16/2022	R
122228 PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	\$65.97	2/16/2022	R
122229 POSSEHL, KIRK K.	\$1,350.00	2/16/2022	R
122230 PRESS PUBLICATIONS	\$2,097.98	2/16/2022	R
122231 PRINCETON TIGERS ARCHERY	\$250.00	2/16/2022	R
122232 QUADIENT FINANCE USA INC	\$41.42	2/16/2022	R
122233 QUALITY CLEANING INC	\$2,213.52	2/16/2022	R
122234 R & R SPECIALTIES INC	\$75.00	2/16/2022	R
122235 RAMSEY COUNTY PARKS/REC DEPT	\$18,576.64	2/16/2022	R
122236 RAMSEY EXCAVATING COMPANY	\$1,425.00	2/16/2022	R
122237 REED, THOMAS	\$600.00	2/16/2022	R
122238 REILING CONSTRUCTION CO INC	\$7,918.73	2/16/2022	R
122239 RENTAL REHAB & REPAIR	\$3,550.00	2/16/2022	R
122240 REPUBLIC SERVICES #899	\$10,735.42	2/16/2022	R
122241 REVOLUTION SPORTING GOODS	\$1,800.00	2/16/2022	R
122242 RIGHT-WAY CAULKING INC	\$1,108.50	2/16/2022	R
122243 RIVERSIDE INSIGHTS	\$7,439.66	2/16/2022	R
122244 RTL CONSTRUCTION INC	\$11,106.53	2/16/2022	R
122245 RUIZ, ANTHONY R. JR	\$64.00	2/16/2022	R
122246 RUPP ANDERSON SQUIRES	\$2,513.53	2/16/2022	R
122247 RYAN, JAMES	\$64.00	2/16/2022	R
122248 SAMUELSON, SUSAN A.	\$96.00	2/16/2022	R
122249 SANKEY, MATTHEW W.	\$154.00	2/16/2022	R
122250 SCALZO, JOEL	\$182.00	2/16/2022	R
122251 SCHINDLER ELEVATOR CORP	\$2,642.58	2/16/2022	R
122252 SCHOLASTIC BOOK FAIRS	\$2,529.57	2/16/2022	R
122253 SCHOLASTIC	\$973.64	2/16/2022	R
122254 SCHOOL HEALTH CORPORATION	\$115.91	2/16/2022	R
122255 SCHOOL SPECIALTY LLC	\$112.16	2/16/2022	R
122256 SCHWANDT, JORDAN	\$154.00	2/16/2022	R
122257 SCOTT, RYAN	\$64.00	2/16/2022	R
122258 SCR INC	\$27,202.83	2/16/2022	R
122259 SHIKOWSKY, LOUIS	\$171.00	2/16/2022	R
122260 SIGNATION SIGN GROUP	\$1,318.00	2/16/2022	R
122261 SINGLETON, DONALD JR	\$182.00	2/16/2022	R
122262 SKOW, KAREN L.	\$240.00	2/16/2022	R
122263 SKYWARD INC	\$200.00	2/16/2022	R
122264 SMITH, JENNIFER	\$80.00	2/16/2022	R
122265 SMITH, MICHAEL J. JR	\$300.00	2/16/2022	R
122266 SNOW, MICHAEL R.	\$82.00	2/16/2022	R
122267 SOCIAL CLUB SIMPLE LLC	\$15.00	2/16/2022	R
122268 SOCIAL THINKING PUBLISHING	\$124.77	2/16/2022	R
122269 SPURWINK SERVICES INC	\$2,600.00	2/16/2022	R
122270 ST CROIX PREPARATORY ACADEMY	\$1,875.00	2/16/2022	R
122271 STANDARD INSURANCE COMPANY	\$39,197.14	2/16/2022	R
122272 STAPLES	\$0.00	2/16/2022	C

122273 STAPLES	\$0.00	2/16/2022 C
122274 STAPLES	\$0.00	2/16/2022 C
122275 STAPLES	\$2,018.45	2/16/2022 R
122276 STARFALL EDUC FOUNDATION	\$270.00	2/16/2022 R
122277 STAY TUNED PIANO SERVICES	\$360.00	2/16/2022 R
122278 STERICYCLE, INC.	\$224.03	2/16/2022 R
122279 STILLWATER HIGH SCHOOL	\$125.00	2/16/2022 R
122280 STRAUSS SKATES AND BICYCLES	\$956.98	2/16/2022 R
122281 STUMPF, DANIEL	\$188.00	2/16/2022 R
122282 SUMMIT FIRE PROTECTION	\$365.00	2/16/2022 R
122283 SUNRISE PAINTING & WALLCOVERING INC	\$4,820.00	2/16/2022 R
122284 SYNOVIA SOLUTIONS	\$1,551.40	2/16/2022 R
122285 SZYMANSKI, RYAN	\$171.00	2/16/2022 R
122286 TALKACHOVA, IRYNA	\$139.00	2/16/2022 R
122287 TAYLOR PUBLISHING COMPANY	\$1,200.00	2/16/2022 R
122288 TEACHER SYNERGY LLC	\$151.16	2/16/2022 R
122289 TEAMWORKS INTERNATIONAL INC	\$3,036.21	2/16/2022 R
122290 TIERNEY BROTHERS INC	\$37,460.69	2/16/2022 R
122291 TOOLS 4 READING LLC	\$220.00	2/16/2022 R
122292 TR ENVIRONMENTAL CONSULTING LLC	\$1,936.00	2/16/2022 R
122293 TRADE PRESS INC	\$0.00	2/16/2022 C
122294 TRADE PRESS INC	\$2,572.00	2/16/2022 R
122295 TRF SUPPLY	\$733.60	2/16/2022 R
122296 TRI-STATE BOBCAT	\$399.89	2/16/2022 R
122297 TRIMARK	\$287.10	2/16/2022 R
122298 TRIMARK HOCKENBERGS	\$8,554.32	2/16/2022 R
122299 TRIO SUPPLY COMPANY	\$0.00	2/16/2022 C
122300 TRIO SUPPLY COMPANY	\$0.00	2/16/2022 C
122301 TRIO SUPPLY COMPANY	\$0.00	2/16/2022 C
122302 TRIO SUPPLY COMPANY	\$0.00	2/16/2022 C
122303 TRIO SUPPLY COMPANY	\$0.00	2/16/2022 C
122304 TRIO SUPPLY COMPANY	\$0.00	2/16/2022 C
122305 TRIO SUPPLY COMPANY	\$0.00	2/16/2022 C
122306 TRIO SUPPLY COMPANY	\$9,882.98	2/16/2022 R
122307 TURCOTTE, AMBER	\$96.00	2/16/2022 R
122308 TWIN CITY JANITOR SUPPLY CO	\$237.26	2/16/2022 R
122309 TWIN CITIES TRANSPORT & RECOVERY INC	\$250.00	2/16/2022 R
122310 TWIN CITY TRANSPORTATION INC	\$102,850.41	2/16/2022 R
122311 TWIN CITY HARDWARE COMPANY INC	\$6,679.15	2/16/2022 R
122312 US FOODS CULINARY EQUIP & SUPPLIES	\$1,051.87	2/16/2022 R
122313 VANDALIA GLASSWORKS	\$600.00	2/16/2022 R
122314 VANG, STEPHANIE	\$1,262.50	2/16/2022 R
122315 VARSITY SPIRIT FASHIONS	\$176.20	2/16/2022 R
122316 VIKING AUTOMATIC SPRINKLER CO	\$3,456.00	2/16/2022 R
122317 VIKING ELECTRIC SUPPLY	\$0.00	2/16/2022 C
122318 VIKING ELECTRIC SUPPLY	\$0.00	2/16/2022 C
122319 VIKING ELECTRIC SUPPLY	\$2,087.40	2/16/2022 R

122320 WARNERS' STELLIAN	\$839.98	2/16/2022 R
122321 WHITE BEAR CENTER FOR THE ARTS	\$6,375.00	2/16/2022 R
122322 WHITE BEAR LAKE SPORTS CENTER	\$10,250.00	2/16/2022 R
122322 WHITE BEAR LAKE SPORTS CENTER	(\$10,250.00)	2/17/2022 V
122323 WEIDNER PLUMBING & HEATING CO	\$69,145.50	2/16/2022 R
122324 WEST MUSIC COMPANY	\$890.00	2/16/2022 R
122325 WHITE BEAR MAKERSPACE	\$150.00	2/16/2022 R
122326 WILD MOUNTAIN (DO NOT USE)	\$1,097.00	2/16/2022 R
122326 WILD MOUNTAIN (DO NOT USE)	(\$1,097.00)	2/22/2022 V
122327 WILSON, SCOTT T.	\$118.00	2/16/2022 R
122328 WINDSTREAM	\$1,953.18	2/16/2022 R
122329 WISCONSIN MEDICAL SUPPLIES, LLC	\$651.00	2/16/2022 R
122330 WOLD ARCHITECTS AND ENGINEERS	\$0.00	2/16/2022 C
122331 WOLD ARCHITECTS AND ENGINEERS	\$270,672.27	2/16/2022 R
122332 WOLDEN, DEREK	\$82.00	2/16/2022 R
122333 WOODRICH, WARD F. III	\$96.00	2/16/2022 R
122334 WOODSIDE INDUSTRIES INC	\$3,043.26	2/16/2022 R
122335 WTG TERRAZZO & TILE INC	\$7,456.10	2/16/2022 R
122336 XCEL ENERGY	\$97,349.55	2/16/2022 R
122337 YANG, KAO KALIA	\$3,000.00	2/16/2022 R
122338 DS ERICKSON & ASSOC PLLC	\$314.93	2/16/2022 R
122339 GURSTEL CHARGO ATTORNEYS AT LAW	\$307.52	2/16/2022 R
122340 MESSERLI & KRAMER PA	\$296.11	2/16/2022 R
122341 GREATER TWIN CITIES UNITED WAY	\$130.00	2/16/2022 R
122341 GREATER TWIN CITIES UNITED WAY	(\$130.00)	2/16/2022 V
122342 IUOE LOCAL 70	\$1,557.05	2/16/2022 R
122342 IUOE LOCAL 70	(\$1,557.05)	2/16/2022 V
122343 SCHOOL SERVICE EMPLOYEES	\$7,093.45	2/16/2022 R
122343 SCHOOL SERVICE EMPLOYEES	(\$7,093.45)	2/16/2022 V
122344 WBLA EDUCATIONAL FOUNDATION	\$554.00	2/16/2022 R
122344 WBLA EDUCATIONAL FOUNDATION	(\$554.00)	2/16/2022 V
122345 GREATER TWIN CITIES UNITED WAY	\$130.00	2/16/2022 R
122346 IUOE LOCAL 70	\$1,557.05	2/16/2022 R
122347 SCHOOL SERVICE EMPLOYEES	\$7,093.45	2/16/2022 R
122348 WBLA EDUCATIONAL FOUNDATION	\$554.00	2/16/2022 R
122349 CAMMACK, HANNAH	\$110.00	2/17/2022 R
122350 CITY OF HUGO	\$6,600.00	2/17/2022 R
122351 WHITE BEAR LAKE SPORTS CENTER	\$5,125.00	2/17/2022 R
9993365 SAM'S CLUB/SYNCHRONY BANK	\$0.00	2/22/2022 C
9993366 SAM'S CLUB/SYNCHRONY BANK	\$0.00	2/22/2022 C
9993367 SAM'S CLUB/SYNCHRONY BANK	\$0.00	2/22/2022 C
9993368 SAM'S CLUB/SYNCHRONY BANK	\$1,700.61	2/22/2022 R
9993369 AIG	\$7,023.46	2/15/2022 R
9993370 AMERICAN FUNDS	\$80,262.11	2/15/2022 R
9993371 AMERIPRISE FINANCIAL SERVICES	\$17,550.18	2/15/2022 R
9993372 AXA EQUITABLE	\$34,810.80	2/15/2022 R
9993373 BENEFIT RESOURCE, INC	\$0.00	2/15/2022 C

9993374 BENEFIT RESOURCE, INC	\$99,213.22	2/15/2022 R
9993375 EDUCATION MN ESI BILLING TRUST	\$33,018.94	2/15/2022 R
9993376 INTERNAL REVENUE SERVICE	\$0.00	2/15/2022 C
9993377 INTERNAL REVENUE SERVICE	\$0.00	2/15/2022 C
9993378 INTERNAL REVENUE SERVICE	\$0.00	2/15/2022 C
9993379 INTERNAL REVENUE SERVICE	\$0.00	2/15/2022 C
9993380 INTERNAL REVENUE SERVICE	\$0.00	2/15/2022 C
9993381 INTERNAL REVENUE SERVICE	\$0.00	2/15/2022 C
9993382 INTERNAL REVENUE SERVICE	\$831,103.44	2/15/2022 R
9993383 METROPOLITAN LIFE	\$1,049.81	2/15/2022 R
9993384 MN DEPT OF HUMAN SERVICES	\$1,362.60	2/15/2022 R
9993385 MN DEPT OF REVENUE	\$0.00	2/15/2022 C
9993386 MN DEPT OF REVENUE	\$135,872.16	2/15/2022 R
9993387 MN REVENUE	\$160.48	2/15/2022 R
9993388 MN STATE RETIREMENT	\$7,805.29	2/15/2022 R
9993389 PCS RETIREMENT - ASPIRE FINANCIAL SERVICES	\$2,758.88	2/15/2022 R
9993390 PUBLIC EMP RETIREMENT ASSOC	\$0.00	2/15/2022 C
9993391 PUBLIC EMP RETIREMENT ASSOC	\$141,257.40	2/15/2022 R
9993392 TEACHERS RETIREMENT ASSOC	\$0.00	2/15/2022 C
9993393 TEACHERS RETIREMENT ASSOC	\$419,034.75	2/15/2022 R
9993394 VANGUARD SMALL BUSINESS SERVICES	\$40,469.42	2/15/2022 R
9993395 WHITE BEAR LAKE TEACHERS ASSOC (WIRE)	\$39,889.42	2/15/2022 R
9993396 BMO	\$0.00	2/28/2022 C
9993397 BMO	\$0.00	2/28/2022 C
9993398 BMO	\$0.00	2/28/2022 C
9993399 BMO	\$0.00	2/28/2022 C
9993400 BMO	\$0.00	2/28/2022 C
9993401 BMO	\$0.00	2/28/2022 C
9993402 BMO	\$0.00	2/28/2022 C
9993403 BMO	\$0.00	2/28/2022 C
9993404 BMO	\$0.00	2/28/2022 C
9993405 BMO	\$0.00	2/28/2022 C
9993406 BMO	\$0.00	2/28/2022 C
9993407 BMO	\$0.00	2/28/2022 C
9993408 BMO	\$0.00	2/28/2022 C
9993409 BMO	\$0.00	2/28/2022 C
9993410 BMO	\$0.00	2/28/2022 C
9993411 BMO	\$30,893.56	2/28/2022 R
9993412 AIG	\$6,846.48	2/28/2022 R
9993413 AMERICAN FUNDS	\$0.00	2/28/2022 C
9993414 AMERICAN FUNDS	\$81,142.26	2/28/2022 R
9993415 AMERIPRISE FINANCIAL SERVICES	\$18,918.14	2/28/2022 R
9993416 AXA EQUITABLE	\$34,422.28	2/28/2022 R
9993417 BENEFIT RESOURCE, INC	\$0.00	2/28/2022 C
9993418 BENEFIT RESOURCE, INC	\$89,280.93	2/28/2022 R
9993419 EDUCATION MN ESI BILLING TRUST	\$0.00	2/28/2022 C
9993420 EDUCATION MN ESI BILLING TRUST	\$32,775.08	2/28/2022 R

9993421	INTERNAL REVENUE SERVICE	\$0.00	2/28/2022	C
9993422	INTERNAL REVENUE SERVICE	\$0.00	2/28/2022	C
9993423	INTERNAL REVENUE SERVICE	\$0.00	2/28/2022	C
9993424	INTERNAL REVENUE SERVICE	\$0.00	2/28/2022	C
9993425	INTERNAL REVENUE SERVICE	\$0.00	2/28/2022	C
9993426	INTERNAL REVENUE SERVICE	\$0.00	2/28/2022	C
9993427	INTERNAL REVENUE SERVICE	\$0.00	2/28/2022	C
9993428	INTERNAL REVENUE SERVICE	\$766,981.33	2/28/2022	R
9993429	METROPOLITAN LIFE	\$1,049.81	2/28/2022	R
9993430	MN DEPT OF HUMAN SERVICES	\$1,362.60	2/28/2022	R
9993431	MN DEPT OF REVENUE	\$0.00	2/28/2022	C
9993432	MN DEPT OF REVENUE	\$124,456.88	2/28/2022	R
9993433	MN STATE RETIREMENT	\$7,805.29	2/28/2022	R
9993434	PCS RETIREMENT - ASPIRE FINANCIAL SERVICES	\$2,758.88	2/28/2022	R
9993435	PUBLIC EMP RETIREMENT ASSOC	\$125,311.24	2/28/2022	R
9993436	TEACHERS RETIREMENT ASSOC	\$0.00	2/28/2022	C
9993437	TEACHERS RETIREMENT ASSOC	\$0.00	2/28/2022	C
9993438	TEACHERS RETIREMENT ASSOC	\$405,373.90	2/28/2022	R
9993439	VANGUARD SMALL BUSINESS SERVICES	\$41,704.49	2/28/2022	R
9993440	WHITE BEAR LAKE TEACHERS ASSOC (WIRE)	\$39,957.79	2/28/2022	R
212200607	ANDERSON, JON C.	\$142.87	2/2/2022	A
212200608	BEACH, RODNEY W.	\$250.44	2/2/2022	A
212200609	BERRY, JAMES E.	\$30.00	2/2/2022	A
212200610	BILSKEMPER, JOSHUA P.	\$112.61	2/2/2022	A
212200611	BORGES GATEWOOD, MARA F.	\$44.58	2/2/2022	A
212200612	BOSCH, DONALD	\$390.00	2/2/2022	A
212200613	BREWER, ROBERT G.	\$176.14	2/2/2022	A
212200614	CARLINSCHAUER, KYLE L.	\$75.08	2/2/2022	A
212200615	COOK, TRACY A.	\$446.41	2/2/2022	A
212200616	DAHL, MELISA J.	\$104.05	2/2/2022	A
212200617	DANIELS, KATHLEEN S.	\$162.09	2/2/2022	A
212200618	DEUEL, LYN M.	\$44.04	2/2/2022	A
212200619	DEVET, NICHOLAS M.	\$155.68	2/2/2022	A
212200620	DINEHART, CHARLOTTE L.	\$7.07	2/2/2022	A
212200621	ELLISON, JESSICA A.	\$175.64	2/2/2022	A
212200622	FERNANDEZ, KEVIN M.	\$68.04	2/2/2022	A
212200623	FLATEN, LANE A.	\$65.00	2/2/2022	A
212200624	FREEMAN, CHRISTINA J.	\$30.51	2/2/2022	A
212200625	FULTON, JULIE A.	\$64.40	2/2/2022	A
212200626	GALYON, AMY R.	\$46.48	2/2/2022	A
212200627	GRANGER, KIMBERLEY A.	\$130.00	2/2/2022	A
212200628	GRAY, DONALD E.	\$211.40	2/2/2022	A
212200629	GUTHRIE, ASHLEY M.	\$153.40	2/2/2022	A
212200630	HARRIMAN, DION D.	\$1,632.22	2/2/2022	A
212200631	HARRIMAN, GRETCHEN E.	\$390.00	2/2/2022	A
212200632	HILDESTAD, JULIE A.	\$71.68	2/2/2022	A
212200633	HOLMAN, KRISTIE S.	\$85.49	2/2/2022	A

212200634	INGOLD, GINGER R.	\$9.52	2/2/2022	A
212200635	JENTS, AMY L.	\$30.03	2/2/2022	A
212200636	KIEGER, MOLLY A.	\$59.49	2/2/2022	A
212200637	KILGO, GRACE C.	\$36.68	2/2/2022	A
212200638	KLECKER, KEVIN W.	\$206.36	2/2/2022	A
212200639	KRUEGER, LAURA J.	\$115.36	2/2/2022	A
212200640	LARSON, BRITA A.	\$71.14	2/2/2022	A
212200641	LARSON, TIMOTHY J.	\$24.18	2/2/2022	A
212200642	LAU, LAI F.	\$67.50	2/2/2022	A
212200643	LITTLEFIELD, TRAVIS D.	\$229.97	2/2/2022	A
212200644	MALONEY, JESSE E.	\$93.98	2/2/2022	A
212200645	MCGARTHWAITE, NICOLE M.	\$62.95	2/2/2022	A
212200646	MCGRATH-DALY, SARA B.	\$190.00	2/2/2022	A
212200647	MCPHERSON, KIRSTEN M.	\$216.00	2/2/2022	A
212200648	MISGEN, MARK A.	\$102.81	2/2/2022	A
212200649	MOSENG, AMANDA R.	\$260.00	2/2/2022	A
212200650	NELSON, ALISSA B.	\$149.52	2/2/2022	A
212200651	OGDEN, TERESA L.	\$46.02	2/2/2022	A
212200652	PATRICK, MEGAN L.	\$75.14	2/2/2022	A
212200653	PEINE, ELIZABETH E.	\$136.64	2/2/2022	A
212200654	PERRON, PAULA H.	\$191.71	2/2/2022	A
212200655	PHETTEPLACE, WANDA M.	\$38.69	2/2/2022	A
212200656	PIERRE, CHRISTINA K.	\$1,500.00	2/2/2022	A
212200657	ROE, ALEXIS M.	\$65.00	2/2/2022	A
212200658	SAUER, ANGELA M.	\$20.61	2/2/2022	A
212200659	SCHEUERELL, PAMELA J.	\$50.00	2/2/2022	A
212200660	SCHMIDT, DEBRA S.	\$58.50	2/2/2022	A
212200661	SCHWARTZ, LISA C.	\$83.72	2/2/2022	A
212200662	SHIMSHOCK, KELSEY G.	\$96.32	2/2/2022	A
212200663	SIMMONS, CARRIE J.	\$97.76	2/2/2022	A
212200664	SMITH, DIANE M.	\$61.10	2/2/2022	A
212200665	STARUCK, DONNA M.	\$148.78	2/2/2022	A
212200666	TROSKE, CARRIE L.	\$130.00	2/2/2022	A
212200667	TULBERG, AMY C.	\$2.80	2/2/2022	A
212200668	VOLLMER, JENNA D.	\$49.50	2/2/2022	A
212200669	WALD, TIMOTHY A.	\$565.51	2/2/2022	A
212200670	WEDELL, THERESA K.	\$2.80	2/2/2022	A
212200671	ZAKRZEWSKI, JACLYN V.	\$53.76	2/2/2022	A
212200672	AXELL, FRANKLIN J.	\$47.97	2/16/2022	A
212200673	BALLWEBER, JASON K.	\$27.94	2/16/2022	A
212200674	BEACH, RODNEY W.	\$183.69	2/16/2022	A
212200675	BERTELSEN, STACY A.	\$29.21	2/16/2022	A
212200676	BLODGETT, TRACY S.	\$550.64	2/16/2022	A
212200677	DEEN, DENISE T.	\$54.32	2/16/2022	A
212200678	DENUCCI, KRISTINA E.	\$70.38	2/16/2022	A
212200679	DERBY, SARA A.	\$102.37	2/16/2022	A
212200680	DURAND, JENNIFER A.	\$331.17	2/16/2022	A

212200681 ECKERT, ALISON J.	\$14.56	2/16/2022	A
212200682 GEDNALSKE, KIRK M.	\$49.99	2/16/2022	A
212200683 HIGGINS, SHEILA J.	\$235.62	2/16/2022	A
212200684 HOLMAN, DUSTIN D.	\$132.84	2/16/2022	A
212200685 HOUSE, VANESSA D.	\$50.96	2/16/2022	A
212200686 IMMEL, COLLEEN M.	\$281.26	2/16/2022	A
212200687 JAMES, SAMANTHA S.	\$16.48	2/16/2022	A
212200688 JOHNSON, GARRY M.	\$102.30	2/16/2022	A
212200689 KILGO, GRACE C.	\$58.21	2/16/2022	A
212200690 KRUSEMARK, CARY L.	\$465.88	2/16/2022	A
212200691 LAMWERS, LINDSAY M.	\$360.00	2/16/2022	A
212200692 LARSON, TIMOTHY J.	\$38.69	2/16/2022	A
212200693 LEVELIUS, JENA R.	\$199.08	2/16/2022	A
212200694 LU, JOAN M.	\$33.60	2/16/2022	A
212200695 LUKNIC, JONATHAN D.	\$350.00	2/16/2022	A
212200696 MARIER, JAMES J.	\$406.00	2/16/2022	A
212200697 MENIER, MATTHEW M.	\$1,348.98	2/16/2022	A
212200698 MILLS, LEIGH R.	\$36.86	2/16/2022	A
212200699 MOORE, JENNIFER R.	\$81.32	2/16/2022	A
212200700 NACHTSHEIM, JOHN J.	\$59.67	2/16/2022	A
212200701 NADEAU, MEGHAN M.	\$40.74	2/16/2022	A
212200702 NOVOTNY, CHELSEA M.	\$18.45	2/16/2022	A
212200703 OIAN, AMY M.	\$175.00	2/16/2022	A
212200704 PIERRE, CHRISTINA K.	\$130.56	2/16/2022	A
212200705 POST, JEREMY J.	\$217.15	2/16/2022	A
212200706 RANCOUR, RACHEL	\$35.00	2/16/2022	A
212200707 RAU, EMILY J.	\$77.52	2/16/2022	A
212200708 ROLOFF, STEPHANIE H.	\$117.56	2/16/2022	A
212200709 RYAN, DENISE M.	\$217.64	2/16/2022	A
212200710 SAMPOANG, DESSERAY R.	\$441.74	2/16/2022	A
212200711 SAUER, ANGELA M.	\$15.66	2/16/2022	A
212200712 SCHMIDT, LAURA M.	\$336.62	2/16/2022	A
212200713 SCHMID, NICOLE R.	\$210.44	2/16/2022	A
212200714 SCHULTE, VANESSA L.	\$46.31	2/16/2022	A
212200715 SCHWARTZ, LISA C.	\$114.84	2/16/2022	A
212200716 SHIMSHOCK, KELSEY G.	\$205.92	2/16/2022	A
212200717 STAFKI, MEGAN E.	\$4.68	2/16/2022	A
212200718 STEFFENS, CORINNE T.	\$217.98	2/16/2022	A
212200719 STENDER, THERESA M.	\$126.06	2/16/2022	A
212200720 SVIR, SARA A.	\$2,195.38	2/16/2022	A
212200721 SYNAN, ERIN K.	\$69.89	2/16/2022	A
212200722 WEINHOLD, TODD J.	\$203.82	2/16/2022	A
212200723 WILSON, PATRICK W.	\$96.74	2/16/2022	A
212200724 WRIGHT, LAURA A.	\$15.97	2/16/2022	A
	\$12,310,546.42		

RESOLUTION FOR ACCEPTANCE OF GIFTS

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

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

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

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

AGENDA ITEM: **Acceptance of Gifts**

MEETING DATE: **March 14, 2021**

SUGGESTED DISPOSITION: **Action Item**

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

Donation	Donor	Recipient
\$100.00	Christ the King Lutheran Church	Birch Lake Elementary Field Trips
\$10.00	Target Corporation C/O CyberGrants, LLC	Hugo Elementary
Leckey Mygo adapted seat, Kid Walk Gait trainer, Head Pod, play kitchen and toys, and books	Katie Bensen	Otter Lake Elementary Special Education Program
\$100.00	Mike & Pamela Lenz	Willow Lane Elementary Minnow Tank
\$140.00	The Blackbaud Giving Fund C/O YourCause	Central Middle School
\$1,000.00	White Bear Lake Area Hockey Association	White Bear Lake High School - South Campus Adapted Sports Program
\$2,500.00	White Bear Lake Boys Hockey Alumni Association	White Bear Lake High School - South Campus WBL Boys Hockey Alumni Scholarship
\$50.00	Janet Bowser	The Senior Center
\$22.95	Mary Alice Sell	The Senior Center Meals on Wheels
\$300.00	Charles Coughlen, Jr	The Senior Center Meals on Wheels

RECOMMENDED ACTION:

Approve.

AGENDA ITEM: **Field Trip Request**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Action Item**

CONTACT PERSON(S): **Dr. Alison Gillespie, Assistant Superintendent for Teaching and Learning**

BACKGROUND:

Date(s)	Destination	Requesting Staff Member	Grade/ Team	School Days Missed	Students Attending	Total Cost per Student	Total Cost of Trip	Source of Revenue	Purpose
3/24 - 3/26/22	Polk City, IA	Craig Nasvik	Boys and Girls Golf	1	27	\$150	\$150/ student	Parents/ Fundraiser	Team building and pre-season golf opportunities at the Iowa tournament.
4/11 - 4/14/22	Osprey Wilds Environmental Learning Center, Sandstone, MN	Laura Watters, Ben Craig, and Beth Samuelson	ALC Science, Social Studies and Comm. Dept	0	30	\$50	\$4000	Student Activities Fund and WBLAEF grant	Students will gain an appreciation for how both the living and nonliving parts of the natural world work. They will investigate how humans impact other natural aspects of the world. In addition, they will explore engineering as it ties to the natural world.
5/12 - 5/14/22	Detroit Lakes, MN	Craig Nasvik	Boys Golf	1	12	\$110	\$110/ student	Parents/ Fundraiser	To compete in the Detroit Lakes Invite. We have a tradition of going to this event for over 15 years. Great to compete against out-state schools.

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

RECOMMENDATION:

Approve the field trips listed as recommended by the administration.

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(e), 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(e).

RESIGNATION/TERMINATION/NON-RENEWAL - CLASSIFIED STAFF

NICHOLE ZELINSKI – Instructional Assistant - Matoska Elementary
Employed by District 624 since 02/16/2022
Effective Date: 02/18/2022

CHERYL STETTNER – OST Program Assistant, Oneka Elementary
Employed by District 624 since 08/27/2007
Effective Date: 02/08/2022

CHANGE IN ASSIGNMENT - NON-AFFILIATED

HEIDI FASHINGBAUER – From Nutrition Services Assistant - WBLAHS - South Campus
To Out of School Time Activity Leader - Hugo Elementary
\$40,081.60 (prorated \$15,261.84)
Effective Date: 02/14/2022

CHANGE IN ASSIGNMENT - CLASSIFIED STAFF

JADE BOEKE – OST Program Assistant Leader - Oneka Elementary
Increase in hours, from 24.99 hrs to 29.99 hrs week
Effective Date: 01/24/2022

LAUREN BOEKE – OST Program Assistant Leader - Oneka Elementary
Increase in hours, from 22.49hrs to 24.99 hrs week
Effective Date: 01/24/2022

JAMES STOFFEL – From Head Engineer - Multiple Sites
To Assistant Head Engineer - Multiple Sites
From \$26.73 To \$25.29
Effective Date: 02/07/2022

MARY JOANNE VOSS – Nutrition Service Assistant - WBLAHS - South Campus
Increase in hours, from 23.75 hrs to 27.5 hrs week
Effective Date: 02/22/2022

TEMPORARY CHANGE IN ASSIGNMENT - CLASSIFIED STAFF

SUSAN BOWEN – NS Assistant - WBLAHS - South Campus
Increase in hours, from 28.75 hrs to 35 hrs week
Effective Date: 02/14/2022 - 06/10/2022

ALICIA MAHMOOD – NS Assistant - WBLAHS - North Campus

Increase in hours, from 21.25 hrs to 23.35 hrs week

Effective Date: 02/14/2022 - 06/10/2022

ANDREA OSBORNE – From NS Assistant - Matoska Elementary

To NS Assistant Manager - WBLAHS - South Campus & ALC

Effective Date: 02/14/2022 - 06/10/2022

RICHARD WILCOX – From Facility and Maintenance - District Wide

To Head Engineer Multiple Sites - WBLAHS South Campus and ALC

Effective Date: 02/14/2022

NICOLE WIMMER – NS Assistant - WBLAHS - North Campus

Increase in hours, from 21.25 hrs to 28.75hrs week

Effective Date: 02/14/2022

TEMPORARY CHANGE IN ASSIGNMENT - CERTIFIED STAFF

JESSICA HOSMER– Intervention Teacher-Matoska Elementary, Distance Learning Academy

From .7 To .85 FTE

Effective Date: 02/08/2022

FULL TIME LEAVE OF ABSENCE - CERTIFIED STAFF

ANGELA KLEVAN – 1st Grade Teacher - Otter Lake Elementary

Employed by the District 624 since 08/26/2010

Effective Date: 2022-2023 School Year

NEW PERSONNEL - NON-AFFILIATED

ZEEBO KAROUSO – Youth Enrichment and Development Specialist -District Center

40 hrs, \$68,000 annually

Effective Date: 03/21/2022

NEW PERSONNEL - CLASSIFIED STAFF

TERESA ANDERSON – Nutrition Service Assistant - Central Middle School

\$15.70 per hr., 18.75 hrs. per wk., \$4,592.25

Effective Date: 02/14/2022

JENNIFER CULVER – Early Childhood Assistant - Vadnais Heights Elementary

\$19.66 per hr., 15 hrs. per wk., \$5,898

Effective Date: 02/24/2022

SIMON HOEHN – Lunchroom Assistant - Vadnais Heights Elementary

\$18.89 per hr., 11.25 hrs. per wk., \$ 2,932.67

Effective Date: 02/24/2022

SIMON HOEHN – OST Program Assistant - Vadnais Heights Elementary

\$15.50 per hr., 27.25 hrs. per wk., \$7,687.22

Effective Date: 02/24/2022

VALENTINE JOHNSON – Assistant Head Engineer Building B - Vadnais Heights Elementary

\$22.45 per hr. Plus \$0.30 shift differential, 40 hrs. per wk., \$16,197.99

Effective Date: 02/28/2022

JACQUELINE KEANE – Early Childhood Assistant - Vadnais Heights Elementary

\$19.66 per hr., 15 hrs. per wk., \$5,898

Effective Date: 02/24/2022

JACK LONGFELLOW – Lunchroom Assistant - Vadnais Heights Elementary

\$18.89 per hr., 17.5 hrs. per wk., \$4,561.93

Effective Date: 02/25/2022

JACK LONGFELLOW – OST Program Assistant - Vadnais Heights Elementary

\$15.50 per hr., 27.25 hrs. per wk., \$4,185

Effective Date: 02/25/2022

EMILY ST MARTIN – Nutrition Service Assistant - WBLAHS - South Campus

\$15.70 per hr., 18.75 hrs. per wk., \$4,827.75

Effective Date: 02/08/2022

APRIL MARX – Paraeducator - Matoska Elementary

\$20.14 per hr., 32.5 hrs. per wk., \$8,247.33

Effective Date: 03/14/2022

RACHEL MOORE – Early Childhood Assistant - Otter Lake Elementary

\$19.66 per hr., 26.5hrs. per wk., \$7,640.58

Effective Date: 02/14/2022

MALERIE SCHMIDT – Student Supervisor - Central Middle School

\$19.53 per hr., 37.25 hrs. per wk., \$10,475.89

Effective Date: 02/22/2022

ALLYSE SMETAK – Behavior Management - Hugo and Oneka Elementary

\$19.66 per hr., 32.5 hrs. per wk., \$8,050.76

Effective Date: 03/14/2022

JAEMIE WILL – Nutrition Service Assistant - Sunrise Park Middle School
\$15.70 per hr., 17.5hrs. per wk., \$9,891.00
Effective Date: 02/14/2022

NICHOLE ZELINSKI – Instructional Assistant - Matoska Elementary
\$19.66 per hr., 26.5hrs. per wk., \$7,971.26
Effective Date: 02/16/2022

LONG TERM SUBSTITUTE - CERTIFIED STAFF

SARA GOOS – Kindergarten Teacher - Willow Lane Elementary
MA, Step 1, \$ 17,643.86 1.0 FTD
Effective Date: 03/14/2022 - 06/10/2022

ANN HARRIS – Speech Language Pathologist - Hugo Elementary
MA, Step 7, \$5,258.88 .2 FTE
Effective Date: 02/14/2022 - 06/10/2022

B. PUBLIC FORUM

Listed below are the procedures for addressing the School Board on a topic of interest or concern.

1. Speakers must reside in the District, be a guardian of a student(s) in the District, be a student in the District, or be employed by the District. The School Board will give priority to individuals who wish to address a specific item that is on the agenda for that meeting. After this priority has been applied, any remaining openings to speak - up to the total of ten individuals - will be determined by lot.
2. Public Forum will be open for up to 30 minutes (3 minutes per speaker, 10 minutes per topic, no more than 3 speakers per topic). Speakers are encouraged to avoid repeating comments that other speakers have made.
3. Those who wish to address the School Board must submit a written request to speak before 3:00 pm on the day of the School Board meeting. Requests must be submitted to the following email address: publiccomment@isd624.org, or by phone at 651-407-7563.
4. The School Board Chair will call speakers to the microphone and will recognize one speaker at a time. Speakers must be in person to be recognized. Only those individuals who have been recognized by the School Board Chair will be allowed to speak during the public comment period.
5. School District policy and data privacy laws preclude the School Board from publicly discussing personnel and student matters or data, including information, which, if discussed in a public meeting could violate law or policy.
6. Members of the public may not engage in conduct that materially and substantially disrupts any part of a School Board meeting, or that otherwise impedes the School Board's ability to conduct its business in an orderly and efficient fashion.
7. If a speaker violates any of the established procedures or engages in any prohibited conduct, the Board Chair will rule the speaker out of order.
8. An appropriate school district official may be assigned to contact the speaker with answers to their questions or with follow-up information.
9. A handout on the purpose of the Public Forum and the process is available at each regular School Board meeting.
10. Citizens may be asked to address the School Board on a particular subject during the discussion of that item.

C. INFORMATION ITEMS

AGENDA ITEM: **Student Recognition**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Informational Item**

CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent;**
Marisa Vette, Director of Communication and
Community Relations

BACKGROUND:

We will recognize students who represented the district at a state level during tonight's meeting. Certificates and Bear pins have been distributed to the students.
Congratulations, students!

Honoree Name	Honor
Jade Norton, 8th grade	Scholastic Art Awards - Honorable Mention
Claire Dusing, 8th grade	Scholastic Art Awards - Honorable Mention
Molly Winkel, 8th grade	Scholastic Art Awards - Silver Key
Madison Hare, 8th grade	National High School Cheerleading Championship - 4th Place
Katelyn Kaehler, 8th grade	National High School Cheerleading Championship - 4th Place
Taylor Robinson, 8th grade	National High School Cheerleading Championship - 4th Place
Tessa Shaffer, 8th grade	National High School Cheerleading Championship - 4th Place
Madisyn Hood, 9th grade	National High School Cheerleading Championship - 4th Place
Keira Keese, 9th grade	National High School Cheerleading Championship - 4th Place

Presley Manship, 9th grade	National High School Cheerleading Championship - 4th Place
Angelina Marino, 9th grade	National High School Cheerleading Championship - 4th Place
Natalie Steensland, 9th grade	National High School Cheerleading Championship - 4th Place
Jueli Tveit, 9th grade	National High School Cheerleading Championship - 4th Place
Trisha Johnson, 11th grade	National High School Cheerleading Championship - 4th Place
Hailey Lukas, 11th grade	National High School Cheerleading Championship - 4th Place
Samantha Sherrick, 11th grade	National High School Cheerleading Championship - 4th Place
Abigail Arreguin, 12th grade	National High School Cheerleading Championship - 4th Place
Isabelle Bohrer, 12th grade	National High School Cheerleading Championship - 4th Place
Aubree Reiland, 12th grade	National High School Cheerleading Championship - 4th Place
Laney Gunderson, 12th grade	Girls Gymnastics State Tournament Participant Uneven Bars 3rd Place
Grace Squires, 12th grade	Girls Gymnastics State Tournament Participant Uneven Bars Champion
Garrett Jungmann, 11th grade	Boys Alpine Skiing State Tournament Participant - 57th Place
Patrick Levins, 12th grade	Boys Alpine Skiing State Tournament Participant - 6th Place All State Honors
Anthony Parada Romero, 9th grade	Boys Swimming & Diving State Meet Participant

AGENDA ITEM: **Superintendent's Report**
MEETING DATE: **March 14, 2022**
SUGGESTED DISPOSITION: **Information Item**
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

BACKGROUND:

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

D. DISCUSSION ITEMS

AGENDA ITEM: **Sale of General Obligation School Building Bonds, Series 2022A**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Item**

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

BACKGROUND:

At its February 14, 2022 Board Meeting, the Board approved a resolution to sell up to \$63,000,000 in general obligation bonds. The tax impact of the bonds was factored into the tax impact analysis for the 2019 Building Our Future bond referendum.

The bonds were sold on March 14, 2022 and the final sale results will be brought forward for approval at the board meeting. Shelby McQuay, Senior Municipal Advisor from Ehlers, Inc., will attend the meeting to report on the sale.

March 14, 2022

SALE DAY REPORT FOR:

Independent School District No. 624 (White Bear Lake Area Schools), Minnesota

**\$63,000,000 General Obligation School Building
Bonds, Series 2022A**



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Shelby McQuay,
Senior Municipal Advisor

Greg Crowe,
Senior Municipal Advisor

Matthew Hammer,
Municipal Advisor

Aaron Bushberger,
Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Competitive Sale Results

PURPOSE:	For the purpose of financing the acquisition and betterment of school sites and facilities in the District, as approved by district voters on November 5, 2019.
RATING:	MN Credit Enhancement Rating: S&P Global Ratings "AAA" Underlying Rating: S&P Global Ratings "AA-"
NUMBER OF BIDS:	6
LOW BIDDER:	Wells Fargo Bank, National Association, Charlotte, North Carolina

COMPARISON FROM LOWEST TO HIGHEST BID: (TIC as bid)

LOW BID:	2.8939%
HIGH BID:	3.0990%
INTEREST DIFFERENCE:	\$1,023,291

Summary of Sale Results:	
Principal Amount:	\$63,000,000
Underwriter's Discount:	\$690,631
Reoffering Premium:	\$5,433,065
True Interest Cost:	2.8939%
Capitalized Interest:	\$1,943,218
Costs of Issuance:	\$185,927
Yield:	1.44%-3.10%
Total Net P&I:	\$89,252,000

NOTES: Bond Trust Services Corporation, Roseville, Minnesota will serve as Paying Agent on the Bonds.

The Bonds maturing February 1, 2031 and thereafter are callable February 1, 2030 or any date thereafter.

CLOSING DATE: April 7, 2022

BOARD ACTION: Adopt the resolution awarding the sale of \$63,000,000 General Obligation School Building Bonds, Series 2022A.

SUPPLEMENTARY ATTACHMENTS

- Bid Tabulation
- Updated Sources and Uses of Funds
- Updated Debt Service Schedules
- Updated Long-Term Financing Plan for Debt and Capital Payments and Levies
- Rating Report
- BBI Graph
- Bond Resolution (Distributed Separately)

BID TABULATION

\$63,000,000 General Obligation School Building Bonds, Series 2022A

Independent School District No. 624 (White Bear Lake Area Schools), Minnesota

SALE: March 14, 2022

AWARD: WELLS FARGO BANK, NATIONAL ASSOCIATION

MN Credit Enhancement Rating: S&P Global Ratings "AAA"

Underlying Rating: S&P Global Ratings "AA-"

Tax Exempt - Non-Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
WELLS FARGO BANK, NATIONAL ASSOCIATION Charlotte, North Carolina	2025	5.000%	1.440%	\$67,742,433.85	\$23,452,783.65	2.8939%
	2026	5.000%	1.550%			
	2027	5.000%	1.640%			
	2028	5.000%	1.730%			
	2029	5.000%	1.800%			
	2030	5.000%	1.870%			
	2031	5.000%	1.910%			
	2032	4.000%	2.100%			
	2033	3.000%	2.550%			
	2034	3.000%	2.650%			
	2035	4.000%	2.380%			
	2036	4.000%	2.450%			
	2037	4.000%	2.520%			
	2038	3.000%	3.000%			
	2039	3.000%	3.050%			
	2040	3.000%	3.100%			
CITIGROUP GLOBAL MARKETS INC. Los Angeles, California				\$69,521,812.25	\$24,377,333.58	2.9450%
J.P. MORGAN SECURITIES LLC New York, New York				\$68,209,536.99	\$24,363,453.01	2.9813%
BAIRD Red Bank, New Jersey				\$68,751,453.62	\$24,447,499.71	2.9819%

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
PIPER SANDLER & CO. Minneapolis, Minnesota				\$69,147,839.87	\$24,778,141.80	3.0023%
BANK OF AMERICA MERRILL LYNCH New York, New York				\$65,035,894.04	\$24,476,074.29	3.0990%

RESULTS OF BOND SALE

White Bear Lake School District No. 624

Estimated Sources and Uses of Funds

School Building Bonds, Series 2022A

March 14, 2022

Authorized Bond Issue Amount	\$63,000,000
Estimated Bond Issue Amount	\$63,000,000
Sources of Funds	
Par Amount of Bonds	\$63,000,000
Reoffering Premium	5,433,065
District Funds on Hand (Debt Service Fund)	1,943,217
Estimated Investment Earnings *	60,180
Total Sources	\$70,436,462
Uses of Funds	
Allowance for Discount Bidding	\$690,631
Capitalized Interest **	1,943,217
Legal and Fiscal Costs ***	185,927
Net Available for Project Costs	67,616,687
Total Uses	\$70,436,462
Deposit to Project Construction Fund	\$67,556,507

* Estimated investment earnings are based on an average interest rate of 0.10%, and an average life of 12 months for investments.

** The district will not be able to levy for the interest payments due in FY 2023. Those payments will be made with funds on hand in the debt service fund or bond proceeds.

*** Includes fees for municipal advisor, bond counsel, rating agency, paying agent and county certificates.

I.S.D. No. 624 (White Bear Lake), MN

\$63,000,000 General Obligation School Building Bonds, Series 2022A

Dated April 7, 2022

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
02/01/2023	-	-	1,943,217.50	1,943,217.50
02/01/2024	-	-	2,379,450.00	2,379,450.00
02/01/2025	690,000.00	5.000%	2,379,450.00	3,069,450.00
02/01/2026	275,000.00	5.000%	2,344,950.00	2,619,950.00
02/01/2027	1,520,000.00	5.000%	2,331,200.00	3,851,200.00
02/01/2028	1,780,000.00	5.000%	2,255,200.00	4,035,200.00
02/01/2029	2,150,000.00	5.000%	2,166,200.00	4,316,200.00
02/01/2030	2,215,000.00	5.000%	2,058,700.00	4,273,700.00
02/01/2031	4,695,000.00	5.000%	1,947,950.00	6,642,950.00
02/01/2032	4,795,000.00	4.000%	1,713,200.00	6,508,200.00
02/01/2033	5,580,000.00	3.000%	1,521,400.00	7,101,400.00
02/01/2034	5,670,000.00	3.000%	1,354,000.00	7,024,000.00
02/01/2035	5,745,000.00	4.000%	1,183,900.00	6,928,900.00
02/01/2036	5,845,000.00	4.000%	954,100.00	6,799,100.00
02/01/2037	5,910,000.00	4.000%	720,300.00	6,630,300.00
02/01/2038	5,980,000.00	3.000%	483,900.00	6,463,900.00
02/01/2039	5,030,000.00	3.000%	304,500.00	5,334,500.00
02/01/2040	5,120,000.00	3.000%	153,600.00	5,273,600.00
Total	\$63,000,000.00	-	\$28,195,217.50	\$91,195,217.50

Yield Statistics

Bond Year Dollars	\$780,810.00
Average Life	12.394 Years
Average Coupon	3.6110216%
Net Interest Cost (NIC)	3.0036480%
True Interest Cost (TIC)	2.8939997%
Bond Yield for Arbitrage Purposes	2.5805325%
All Inclusive Cost (AIC)	2.9218052%

IRS Form 8038

Net Interest Cost	2.7262583%
Weighted Average Maturity	12.201 Years

RESULTS OF BOND SALE

White Bear Lake Area Schools, No. 624

Preliminary Financing Plan for Capital Projects and 2022A Voter Approved Bonds

\$63,000,000 2022A Voter Approved Bonds
\$13,000,000 Remaining Voter Approved Bonds
\$59,505,000 Future Facilities Maintenance Bonds

Future Bond Issues

Type of Bond	Amount	Dated	Int. Rate
Building Bonds	\$63,000,000	04/07/22	2.89%
Fac. Maintenance	\$34,505,000	02/01/23	3.00%
Building Bonds	\$13,000,000	02/01/24	3.25%
Fac. Maintenance	\$25,000,000	02/01/26	3.50%

March 14, 2022

Levy				Debt Service Levies - Existing Bonds ²						Other Levies		Proposed Building Bonds (2 Add'l Issues)				Facilities Maintenance Funding (2 Bond Issues)						Combined Totals	
Pay. Year	Fiscal Year	Capacity (\$000s)	Est. Tax % Chg	Building Bonds	Alt. Fac. / FM Bonds	OPEB Bonds	Est. Debt Excess ³	Net Levy	Tax Rate	Leases and Ed Abatement ⁴	Capital Project Levy ⁵	Principal	Interest	Addl. Debt Excess ³	Net Levy	General Fund Revenue ⁷	Principal	Interest	Addl. Debt Excess ³	Est. LTFM Aid	Debt Levy	Total Levy	Tax Rate
2019	2020	81,699	7.2%	930,510	4,510,043	10,109,663	(477,776)	15,072,440	18.45	2,434,861	1,866,380	-	-	-	-	737,551	-	-	-	(92,173)	-	20,019,058	24.50
2020	2021	87,357	6.9%	11,945,049	5,075,205	9,602,775	(418,883)	26,204,147	30.00	1,927,951	1,998,489	-	-	-	-	712,796	-	-	-	(199,423)	-	30,643,959	35.08
2021	2022	94,178	7.8%	18,778,282	5,326,681	-	-	24,104,963	25.60	1,923,978	2,138,058	-	-	-	-	6,887,058	-	-	-	(165,775)	-	34,888,282	37.05
2022	2023	95,723	1.6%	12,378,266	11,406,555	-	-	23,784,822	24.85	1,779,797	2,291,668	-	1,943,218	-	-	5,574,264	-	-	-	(133,619)	-	33,296,932	34.78
2023	2024	98,595	3.0%	12,952,406	11,138,588	-	(564,785)	23,526,209	23.86	1,815,371	2,329,266	-	2,379,450	78,750	2,577,173	4,360,058	-	1,035,150	-	(24,384)	-	34,583,693	35.08
2024	2025	101,553	3.0%	12,057,386	11,050,545	-	(1,084,095)	22,023,837	21.69	1,809,621	2,399,144	690,000	2,801,950	-	3,666,548	4,865,058	-	1,035,150	-	(230,163)	1,086,908	35,620,952	35.08
2025	2026	104,599	3.0%	12,165,746	11,563,053	-	(1,039,857)	22,688,942	21.69	1,817,371	2,471,119	275,000	2,767,450	-	3,194,573	5,070,058	-	1,035,150	-	(130,080)	1,086,908	36,198,890	34.61
2026	2027	106,168	1.5%	14,319,926	6,944,805	-	(1,067,796)	20,196,935	19.02	1,817,871	2,545,252	1,520,000	2,753,700	(143,756)	4,343,629	5,070,058	765,000	1,910,150	(48,911)	(132,032)	2,759,997	36,601,711	34.48
2027	2028	107,761	1.5%	14,111,606	7,350,525	-	(956,913)	20,505,218	19.03	1,811,371	2,583,431	1,780,000	2,677,700	(195,463)	4,485,122	5,070,058	930,000	1,887,200	(124,200)	(134,012)	2,833,860	37,155,049	34.48
2028	2029	109,377	1.5%	14,078,006	7,391,055	-	(965,796)	20,503,265	18.75	1,811,371	2,622,183	2,150,000	2,588,700	(201,830)	4,773,805	5,070,058	1,180,000	1,859,300	(127,524)	(136,022)	3,063,741	37,708,401	34.48
2029	2030	109,377	0.0%	14,064,986	7,332,360	-	(966,108)	20,431,238	18.68	1,811,371	2,661,515	2,215,000	2,481,200	(214,821)	4,716,189	5,070,058	1,205,000	1,823,900	(137,868)	(21,061)	3,042,477	37,711,788	34.48
2030	2031	109,377	0.0%	14,169,461	2,913,330	-	(962,881)	16,119,911	14.74	1,811,371	2,661,515	4,695,000	2,370,450	(212,228)	7,206,494	5,070,058	3,025,000	1,787,750	(136,911)	(77,692)	4,916,476	37,708,134	34.48
2031	2032	109,377	0.0%	14,226,634	2,925,458	-	(768,726)	16,383,366	14.98	1,811,371	2,661,515	4,795,000	2,135,700	(324,292)	6,952,943	5,070,058	3,170,000	1,697,000	(221,241)	(57,576)	4,889,109	37,710,786	34.48
2032	2033	109,377	0.0%	15,912,356	-	-	(771,844)	15,140,512	13.84	1,811,371	2,661,515	5,580,000	1,943,900	(312,882)	7,587,213	5,070,058	3,845,000	1,601,900	(220,010)	(57,576)	5,499,235	37,712,329	34.48
2033	2034	109,377	0.0%	15,980,239	-	-	(716,056)	15,264,183	13.96	1,811,371	2,661,515	5,670,000	1,776,500	(341,425)	7,477,400	5,070,058	3,970,000	1,486,550	(247,466)	(57,576)	5,481,912	37,708,864	34.48
2034	2035	109,377	0.0%	16,073,059	-	-	(719,111)	15,353,948	14.04	1,811,371	2,661,515	5,745,000	1,606,400	(336,483)	7,382,487	5,070,058	4,095,000	1,367,450	(246,686)	(57,576)	5,488,886	37,710,691	34.48
2035	2036	109,377	0.0%	16,152,964	-	-	(723,288)	15,429,676	14.11	1,811,371	2,661,515	5,845,000	1,376,600	(332,212)	7,250,468	5,070,058	4,270,000	1,244,600	(247,000)	(57,576)	5,543,330	37,708,843	34.48
2036	2037	109,377	0.0%	16,331,831	-	-	(726,883)	15,604,948	14.27	1,811,371	2,661,515	5,910,000	1,142,800	(326,271)	7,079,169	5,070,058	4,400,000	1,116,500	(249,450)	(57,576)	5,542,675	37,712,361	34.48
2037	2038	109,377	0.0%	16,505,790	-	-	(734,932)	15,770,858	14.42	1,811,371	2,661,515	6,860,000	906,400	(318,563)	7,836,157	5,070,058	3,650,000	984,500	(249,429)	(57,576)	4,616,796	37,709,180	34.48
2038	2039	109,377	0.0%	18,532,159	-	-	(742,761)	17,789,398	16.26	1,811,371	2,661,515	8,900,000	698,400	(352,627)	9,725,693	5,070,058	-	875,000	(207,756)	(57,576)	710,994	37,708,060	34.48
2039	2040	109,377	0.0%	17,974,478	-	-	(833,947)	17,140,530	15.67	1,811,371	2,661,515	9,705,000	421,725	(437,656)	10,195,405	5,070,058	5,805,000	875,000	(31,995)	(57,576)	886,755	37,708,060	34.48
2040	2041	109,377	0.0%	18,544,628	-	-	(808,851)	17,735,776	16.22	1,811,371	2,661,515	3,665,000	119,113	(458,793)	3,514,525	5,070,058	9,650,000	875,000	(39,904)	(57,576)	6,974,096	37,709,766	34.48
2041	2042	109,377	0.0%	18,534,521	-	-	(834,508)	17,700,013	16.18	1,811,371	2,661,515	-	-	-	-	5,070,058	9,545,000	671,825	(313,834)	(57,576)	10,524,082	37,709,464	34.48
2042	2043	109,377	0.0%	18,536,831	-	-	(834,053)	17,702,778	16.19	1,811,371	2,661,515	-	-	-	-	5,070,058	-	334,075	(473,584)	(57,576)	9,899,445	37,087,592	33.91
2043	2044	109,377	0.0%	18,529,429	-	-	(834,157)	17,695,271	16.18	1,811,371	2,661,515	-	-	-	-	5,070,058	-	-	-	(57,576)	-	27,180,640	24.85
2044	2045	109,377	0.0%	18,538,406	-	-	(833,824)	17,704,582	16.19	1,811,371	2,661,515	-	-	-	-	5,070,058	-	-	-	(57,576)	-	27,189,951	24.86
2045	2046	109,377	0.0%	-	-	-	-	-	-	1,811,371	2,661,515	-	-	-	-	5,070,058	-	-	-	(57,576)	-	9,485,369	8.67
2046	2047	109,377	0.0%	-	-	-	-	-	-	1,811,371	2,661,515	-	-	-	-	5,070,058	-	-	-	(57,576)	-	9,485,369	8.67
Totals				392,324,956	94,928,203	19,712,438	(19,387,831)	487,577,766		67,856,592	95,105,904	76,000,000	34,891,361	(4,430,554)	109,964,991	180,308,583	59,505,000	25,503,150	(3,323,769)	(2,915,825)	84,847,881	1,022,745,892	

1 Tax capacity value for taxes payable in 2021 is the final value from Ramsey County, with estimated percentage changes for later years as shown above.

2 Initial debt service levies are set at 105 percent of the principal and interest payments during the next fiscal year.

3 The debt excess adjustments for taxes payable in 2019 through 2021 are the actual amounts, and for taxes payable in 2022 is based on audited data. Estimates for future years are based on 4.5% of the prior years' total debt service levy.

4 Lease levy amounts for future years are based on the best available estimates of future payments for all current and planned future leases.

5 These estimates assume that the current Capital Project Levy would be renewed at the same tax rate when it expires.

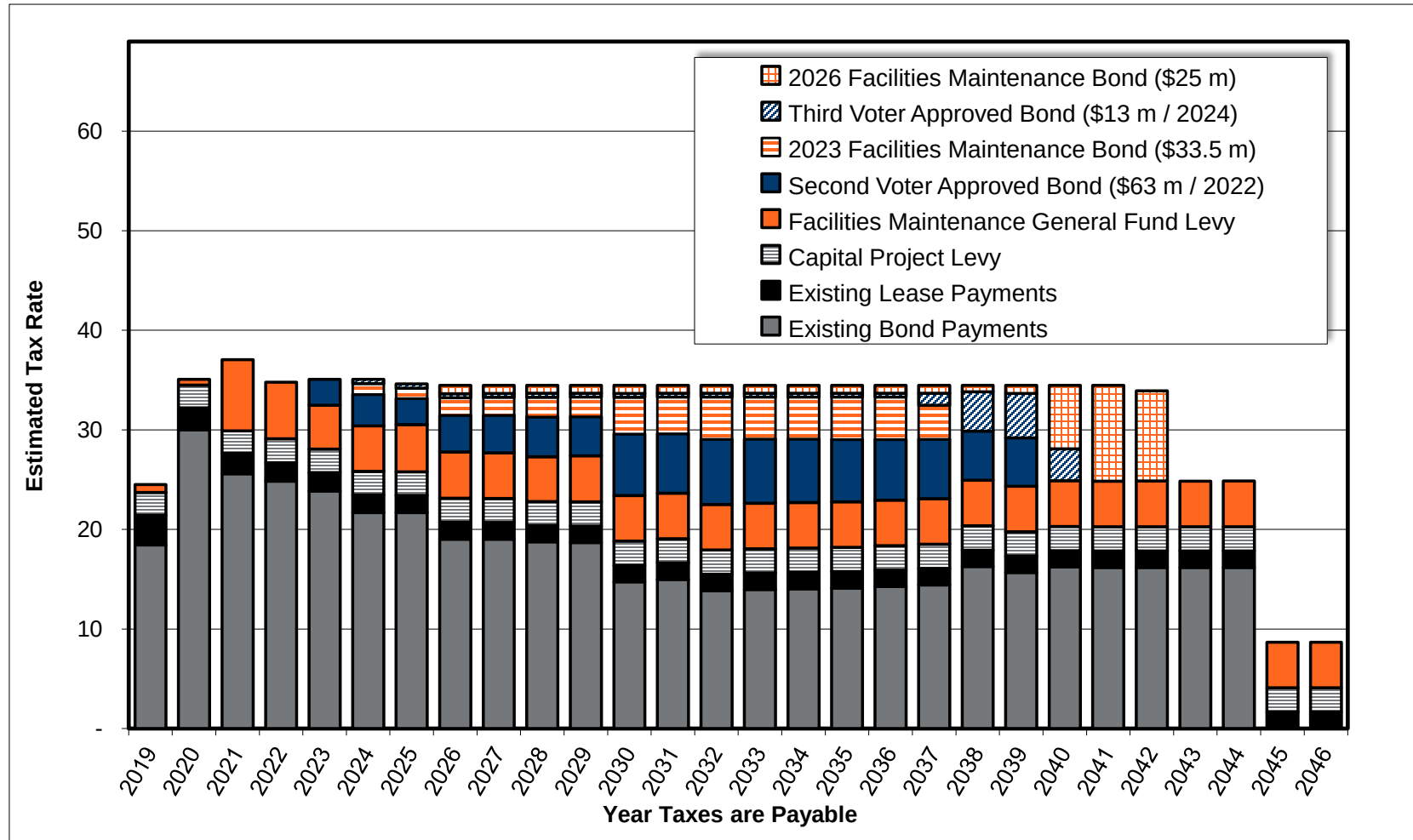
7 For each of the Facilities Maintenance bond issues, interest payments due during the first year would be paid from funds on hand in the debt service fund or bond proceeds.

RESULTS OF BOND SALE

White Bear Lake Area Schools, No. 624 Estimated Tax Rates for Capital and Debt Service Levies

\$63,000,000 2022A Voter Approved Bonds
\$13,000,000 Remaining Voter Approved Bonds
\$59,505,000 Future Facilities Maintenance Bonds

Date Prepared: March 14, 2022



RatingsDirect®

Summary:

White Bear Lake Independent School District No. 624, Minnesota; School State Program

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Summary:

White Bear Lake Independent School District No. 624, Minnesota; School State Program

Credit Profile		
US\$63.0 mil GO Sch bldg bnnds ser 2022A dtd 04/07/2022 due 02/01/2040		
Long Term Rating	AAA/Stable	New
Underlying Rating for Credit Program	AA-/Negative	New

Rating Action

S&P Global Ratings assigned its 'AA-' underlying rating and its 'AAA' long-term rating (based on credit enhancement) to White Bear Lake Independent School District (ISD) No. 624, Minn.'s \$63 million series 2022A general obligation (GO) school building bonds. The outlook on the underlying rating is negative, and the outlook on the long-term rating is stable.

The district's unlimited-tax GO pledge secures its GO bonds. The district plans to use series 2022A bond proceeds to finance the acquisition and betterment of school sites and facilities. The district will have about \$13 million remaining under its current voter-approved GO bonding authorization following this issuance, which it tentatively plans to issue in 2024. In addition, the district plans to issue about \$58.5 million of facilities maintenance bonds in two batches in 2023 and 2026.

The 'AAA' long-term rating reflects the additional security provided by the district's eligibility for and participation in Minnesota's School District Credit Enhancement Program, a state standing appropriation program to prevent a default on the district's bond issues as authorized by Minnesota State Statutes, Section 126C.55. Under the program, the state will pay debt service on behalf of the district from the state's general fund if the district fails to meet its debt service obligations for the qualified debt. Payments from the state represent a standing appropriation from the state's general fund. We view this standing appropriation pledge as equivalent to a general fund pledge because the standing appropriation does not require adoption of a budget or any action of the legislature to make payment. Furthermore, the standing appropriation is not subject to executive unallotment authority. In addition, the credit enhancement program supports projects that are central to the state of Minnesota's operations and purpose. In our opinion, there is no unusual political, timing, or administrative risk related to the debt payment. The rating and outlook on obligations issued under the credit enhancement program reflect, and move in tandem with, the state of Minnesota's rating and outlook. The outlook on the state of Minnesota is stable. For more on the state's credit profile, see our report published Aug. 26, 2021, on RatingsDirect.

Credit overview

White Bear Lake ISD No. 624 is headquartered in its namesake city of White Bear Lake, a rapidly growing suburb about 13 miles northeast of St. Paul, within the Twin Cities metropolitan statistical area (MSA). The district's tax base and population continue to grow, providing a solid base of support for the district's high and increasing debt burden, a

product of a very large multiyear capital plan through which the district is making major investments in improving its facilities and expanding capacity to accommodate growth. The district's credit profile is constrained by the district's long-term structural imbalance with operating deficits occurring in every year but 2014 from fiscal 2011 through fiscal 2020, and significant near-term challenges remaining that we believe render the prospects for achieving balance difficult. Management has included planned budget reductions in its current financial forecast, though the district will rely on greater-than-projected revenue growth to reach budgetary balance once federal COVID-19 funds are exhausted in fiscal 2024. Despite many years of expenditures exceeding revenues, the district still has a good level of available reserves relative to expenditures. We believe the district's ability to achieve structural balance and at least marginally improve reserves, as it has forecast, will be crucial to its ability to maintain its current rating level.

The negative outlook on the unenhanced ratings reflects our view that the district may struggle to stabilize its budget and reverse a long-term trend of operating deficits and declining available reserves. We believe these struggles are exacerbated by modest declines in enrollment driven by the COVID-19 pandemic in fiscals 2021 and 2022, and we consider the sufficiency of management's planned budgetary reductions set for fiscal years 2023 and 2024 as yet to be seen.

Key credit factors include our view of the district's:

- High debt burden on a per capita basis, with debt service carrying charges we expect will remain elevated in the near term as the district continues to issue debt to fund its long-term facilities maintenance plan and exercise its bonding authority to update buildings and increase district capacity, with moderation of those carrying charges as debt is paid off;
- Very strong economic fundamentals with continued population and tax base growth that creates a growing potential base for enrollment, though enrollment growth has not kept pace with population growth, a trend that management hopes to improve through investments in its facilities and programs; and
- Long-term trend of structural imbalance and drawdowns on available reserves, which fell below 8% of operating expenditures for the first time in at least a decade in fiscal 2020, and which we do not expect to be in line with historical levels moving forward given the district's struggles to attain structural balance in addition to its revised fund balance policy.

Environmental, social, and governance

The rating incorporates our view of the health and safety risks posed by the COVID-19 pandemic, which we consider a social risk factor. As we discuss in this report, the pandemic's influence on enrollment presents additional challenges to the district's journey to find structural balance. We also analyzed its environmental and governance risks relative to the district's economy, management, financial measures, and debt and liability profile, and determined that all are in line with our view of the sector standard.

Negative Outlook

Downside scenario

We could lower the ratings if the district continues to post material operating losses due to structural imbalance, or if available reserves do not improve to a level we consider good. We would also view negatively the district's inability to

maintain reserves equal to at least 8%, as required by its revised fund balance policy.

Return to stable scenario

We could revise the outlook to stable if the district demonstrates a clear path toward structural balance as federal COVID-19 relief funds are spent down, and if we expect available reserves will be maintained at a level no lower than the 8% required by the district's revised fund balance policy.

Credit Opinion

Rapid population and property value growth highlight extremely strong tax base, as pandemic pauses enrollment growth trend

The district encompasses 44.5 square miles centered on White Bear Lake, a Twin Cities suburb north-northeast of St. Paul and within easy commuting distance to much of the broader MSA. We consider the district's wealth and income metrics credit supportive. Property values have increased steadily in recent years, following along with rapid population growth. From 2010 to 2020, the district's population increased 7.2%. Strong population growth has supported robust housing demand, boosting assessed value 40% and economic market value 36% from fiscal 2016 through fiscal 2021.

Enrollment is a key factor for Minnesota school funding, as the state's basic general education revenue funding is based on enrollment count. State funding amounted to 71% and 68% of the district's general fund revenue in fiscal years 2020 and 2021, respectively. Enrollment growth has been strong in recent years, though like many other school districts, White Bear Lake saw enrollment dip in fall 2020 due to the pandemic. The district saw another enrollment decline of about 100 students in fall 2021, and management expects enrollment to be similar in fall 2022. Management anticipates growing enrollment after 2022 based on the most recent consultant-produced demographic study, which would translate to higher revenue. Inclusive of the projects underway with its current capital plan, we understand the district has capacity to handle greater-than-expected enrollment growth over at least the next 10 years.

Structural balance remains an elusive goal, with stabilization of reserves a key credit factor

Various factors, including growth-driven capital and facilities maintenance costs, along with challenges posed by the state's special education funding formula have contributed to years of structural imbalance. The district's general fund has posted only one operating surplus since fiscal 2011, and available general fund reserves declined each year from fiscal 2014 through fiscal 2020. We believe the district faces significant challenges in attaining and sustaining structural balance in the near term due to the pandemic-induced pause in enrollment growth and reliance on federal COVID-19 relief funds to reach structural balance within the forecast period, through fiscal 2024.

After recognizing about \$5.8 million of federal stimulus funds, the district posted an approximately \$1 million surplus in fiscal 2021. The district's revised budget for fiscal 2022 reflects a roughly \$2.5 million deficit, after the recognition of about \$6 million in federal stimulus funds. The district has endeavored to budget and forecast conservatively.

Beyond fiscal 2022, the district projects achieving near break-even results for fiscal years 2023 and 2024, supported by a \$3.8 million budget reduction in fiscal 2023 and a \$1.4 million reduction for fiscal 2024. However, we note the district's projections include the usage of federal COVID-19 relief funds, which are not a recurring revenue stream. As

a result, we believe the district will need to consider additional budget reductions beginning in fiscal 2024, barring better-than-projected revenue growth. Otherwise, the district likely risks further drawing down its general fund balance, which could cause reserves to fall below the revised 8% policy requirement again.

With available reserves declining each year, reserves fell below levels we consider strong in fiscal 2020, to 7.9% of operating expenditures. In the context of declining reserves, the district revised its fund balance policy, which previously required a minimum of 12.5% of operating expenditures. The new policy requires an available general fund balance equal to no less than 8% of operating expenditures. With a \$1 million surplus posted in fiscal 2021, available reserves rose above the 8% policy target to 9.9% (based on S&P Global Ratings' calculation). The district will permanently convert about \$2 million of assigned general fund balance and \$730,000 restricted fund balance for medical assistance to unassigned general fund balance in fiscal 2022. Management's forecast indicates available general fund balance will remain at least 8% of expenditures through fiscal 2024.

Standard financial management policies and practices, including lowered general fund balance requirement

Budget-to-actual reporting to the school board is done semiannually, and while budget amendments are typically done annually, they can occur more frequently if necessary. The district revised its formal general fund balance policy in May 2021, reducing the requirement from a minimum of 12.5% to a minimum of 8% of budgeted expenditures. The district had been below 12.5% in fiscal 2019 and fiscal 2020 after being well above that level in prior years. We understand the district believes the 8% level is sufficient, based on an assessment of similar-sized districts in the state, and to cover unexpected needs. We note the district's available general fund balance fell below the policy target in fiscal 2020, but rose back above in fiscal 2021.

Other highlights to the Financial Management Assessment include:

- Revenue and expenditure assumptions for annual budgeting formulated via analysis of historical revenue and cost trends and informed by data from a variety of external sources, though we note some examples in recent years of actual results falling short of budgeted levels;
- Long-term forecasts updated at least annually along with the budget, including a budgeted year plus three projected years;
- An annually updated 10-year long-term facilities maintenance plan; and
- A formal investment policy, revised in 2020 to now require quarterly investment reporting to the school board.

The district's debt policy governs post-issuance compliance, though it does not include affordability metrics or other restrictions around debt structure.

High and increasing debt burden supported by robust and growing tax base

Including its series 2022A issuance, the district will have about \$380.5 million in direct debt outstanding. With \$74.6 million in overlapping debt, the district's net debt per capita is high at \$6,622. Its net debt is moderate relative to district market value, at 4.8%. We expect net debt will remain high on a per capita basis and moderate relative to the district's robust and growing tax base.

Our analysis has considered the district's additional borrowing plans, including its plans to utilize the remainder of its

voter-approved building bonds capacity (about \$13 million), and we do not expect the district's borrowing plans in the next two years will pressure its credit profile. That said, if economic metrics unexpectedly worsen, the added leverage could pressure the district's credit quality. The district plans to exercise the remainder of its current GO bonding authorization through another issuance of \$13 million in fiscal 2024. The district also plans to issue about \$33.5 million in additional facilities maintenance bonds in fiscal 2023 and \$25.0 million in fiscal 2026.

The district's debt service carrying charge was elevated at 16.6% of total governmental fund expenditures in fiscal 2021. We expect carrying charge will remain elevated as annual debt service requirements increase with the anticipated debt plan in the next few years. However, we note the district levies to cover the debt service on its GO bonds, so the added debt service, while constituting a greater share of the budget, does not constrain the district's ability to cover its operating costs.

Minimal pension pressures, though with some potential for cost acceleration, and a fully funded other postemployment benefits (OPEB) plan

We do not believe that pension and OPEB liabilities represent a medium-term credit pressure given that contributions are only a modest share of the budget, though pension plan actuarial assumptions and methods and plan funding practices introduce long-term risk of cost acceleration.

The district participates in two multiple-employer, defined-benefit pension plans that cover teachers and general employees. Both plans have seen recent improvements in funded status, though plan statutory contributions have regularly fallen short of actuarial recommendations. Along with certain plan-specific actuarial assumptions and methods, this introduces some long-term risk of funding volatility and cost acceleration.

The district's single-employer OPEB plan has been more than fully funded for many years after the issuance of OPEB bonds in 2008, and the district has not needed to contribute to the plan to preserve funding status.

The district participates in the following pension and OPEB plans:

- Teachers' Retirement Association of Minnesota (TRA): 86.6% funded (as of June 30, 2021), with a district proportionate share of the plan's net pension liability (NPL) of \$41.9 million.
- Minnesota General Employees Retirement Fund (GERF): 87.0% funded (as of June 30, 2021), with a district proportionate share of the plan's NPL of \$11.7 million.
- A single-employer, defined-benefit OPEB plan: 208.6% funded with a net OPEB asset of \$18.9 million.

The district's combined pension contributions were 4.3% of governmental fund expenditures in fiscal 2021. Plan-level contributions to both TRA and GERF were in excess of our static funding metric in the most recent year, and both plans fell short of minimum funding progress. Annual contributions are based on a statutory formula that has typically produced contributions less than the actuarially determined contribution, which we think increases risk of underfunding over time if future funding shortfalls are not met with offsetting adjustments by the state legislature. The plans' 7.5% investment rate of return assumption introduces substantial market risk, and their use of a lengthy 30-year amortization period based on a level-percentage of payroll significantly defers contributions into the future, which creates long-term risk of cost acceleration. Still, costs remain only a modest share of total spending and, we think, are unlikely to pressure the district's medium-term operational health.

White Bear Lake Independent School District No. 624, Minnesota--Key Credit Metrics					
	Characterization	Most recent	Historical information		
			2021	2020	2019
Economic indicators					
Population				68,723	68,393
Median household EBI % of U.S.	Very strong			131	132
Per capita EBI % of U.S.	Strong			129	128
Market value (\$000)			9,518,472	9,000,212	8,537,476
Market value per capita (\$)	Extremely strong	138,505	138,505	130,964	124,830
Top 10 taxpayers % of taxable value	Very diverse		4.5	4.6	4.9
Financial indicators					
Total available reserves (\$000)			12,236	9,228	12,947
Available reserves % of operating expenditures	Strong		9.9	7.9	11.1
Total government cash % of governmental fund expenditures			15.5	24.6	22.9
Operating fund result % of expenditures			0.8	(1.1)	(2.4)
Financial Management Assessment	Standard				
Enrollment		8,169	8,330	8,559	8,562
Debt and long-term liabilities					
Overall net debt % of market value	Moderate	--	4.0	4.2	1.6
Overall net debt per capita (\$)	High	6,622	5,586	5,460	1,955
Debt service % of governmental fund noncapital expenditures	Elevated		16.6	11.1	11.1
Direct debt 10-year amortization (%)	Slower than average	37	38	38	91
Required pension contribution % of governmental fund expenditures			3.1	3.6	3.9
OPEB actual contribution % of governmental fund expenditures			1.3	0.0	0.0
Minimum funding progress, largest pension plan (%)			85.3	70.1	72.5

EBI--Effective buying income. OPEB--Other postemployment benefits.

Related Research

- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Ratings Detail (As Of March 10, 2022)		
White Bear Lake Indpt Sch Dist #624 GO Sch bldg bnds ser 2022A dtd 04/07/2022 due 02/01/2040		
Long Term Rating	AAA/Stable	Rating Assigned
Underlying Rating for Credit Program	AA-/Negative	Rating Assigned

Summary: White Bear Lake Independent School District No. 624, Minnesota; School State Program

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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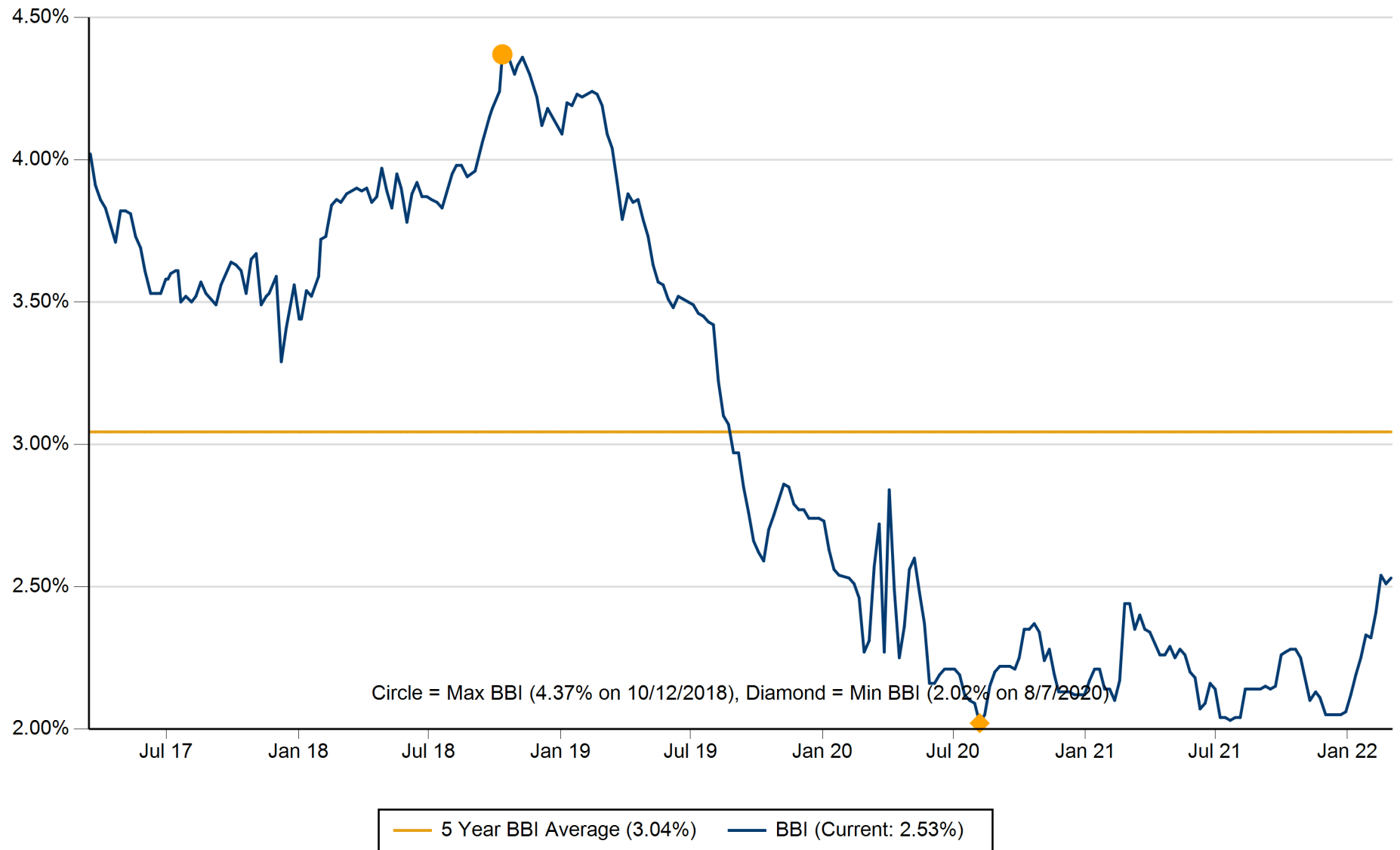
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5 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates March, 2017 - March, 2022



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



AGENDA ITEM: **FY 2022-23 Proposed Budget Adjustments**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Items**

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

BACKGROUND:

At the February 28, 2022 School Board meeting, the Board reviewed the guiding principles and process for making budget adjustments for the preliminary FY 2022-23 budget. Administration will provide a summary of the budget adjustment recommendations.

FY22-23 Proposed Budget Adjustments

March 14, 2022
School Board Meeting

WHITE BEAR LAKE AREA SCHOOLS



Budget Adjustment Guiding Principles

- Our highest priority will be to minimize the impact on the classroom.
- We will remain committed to our Equity Commitment.
- Adjustments will be sustainable for multiple years.
- Attrition (retirements, resignations, etc.) will factor into staffing reductions.
- Staff across the District are encouraged to share ideas of how to decrease spending and increase revenue.
- Target for FY22-23 adjustments is \$3.8 million.

FY22-23 Proposed Budget Adjustments

Line #	Budget Item	Amount
1	Community Education - increase chargeback for custodial, human resources and finance office support	65,000
2	Nutrition Services - shift lunchroom custodial and student supervision to Nutrition Services fund	440,000
3	Special Education (all net of revenue) - 1.2 teaching FTE; 2.5 support staff FTE; shift 30% of Licensed School Nurses to special education	179,000
4	Teaching & Learning/Special Services restructure	131,000
5	Technology - supply and equipment budgets	150,000
6	Shift staff from general fund unassigned to general fund restricted sources and bond projects for project management	465,000
7	Reduce district center supply/contracted services budgets	95,000
8	Elementary - reduce 8 teaching FTE to match pre-covid class size targets; reduce DLA principal	696,000
9	Secondary - reduce 16 teaching FTE; 3.5 general education support staff FTE	1,113,000
10	Secondary Revenue increase - athletic fees	40,000
11	Teaching & Learning - restructure calendar for instructional coaches; supply/software budget reduction	144,000
12	Transportation - increase walking radius to 1 mile for elementary students and 2 miles for secondary students, reduce 3 bus routes	195,000
		3,713,000

Next Steps

- January work session - present FY2021-22 revised budget
- January/February - budget presentations to staff meetings
- January/February - prepare proposed budget adjustments
- February regular board meeting - approve FY2021-22 revised budget
- February work session - present budget adjustments overview
- **March regular board meeting - present proposed budget adjustments**
- **March work session - approve budget adjustments**

AGENDA ITEM: **Policy 404, Employment Background Checks**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Matt Mons, Director of Human Resources and General Counsel**

BACKGROUND:

School Board Policy 404, Employment Background Checks, 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 sections I, II and III.

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students.

RECOMMENDATION:

Review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 11, 2022 or a subsequent School Board meeting agenda for action.

Adopted: April 29, 1996
Revised: January 11, 2010
Revised: October 11, 2010
Revised: October 8, 2012
Revised:

White Bear Lake Area
School District #624 Policy 404

Revised: July 16, 2018

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide ~~athletic coaching services or other extracurricular academic coaching~~ **volunteer** services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of **service providers**, ~~volunteers~~, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who receive an offer of employment and all individuals, except enrolled student volunteers, who are offered the opportunity to provide ~~athletic coaching services or other extracurricular academic coaching~~ **volunteer** services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or providing services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

- A. An individual will not commence employment until the school district receives the results of the criminal history background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minn. Stat. § 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.
- B. In order for an individual to be eligible for employment or to provide ~~athletic coaching services or other extracurricular academic coaching~~ **volunteer** services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and/or the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, **service provider**, independent contractor, or student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer or **is** granted permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- ~~C. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:~~
- ~~1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;~~
 - ~~2. the other school hiring authority conducted a criminal background check within the previous 12 months;~~
 - ~~3. the individual executes a written consent form giving the school district access to the results of the check; and~~
 - ~~4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.~~
- D. For all non-state residents who are offered employment with or the opportunity to provide ~~athletic coaching services or other extracurricular academic coaching~~ **volunteer** services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the individual's resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of

employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or providing services to, the school district. Such individuals must provide an executed criminal history consent form.

- E. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
- F. Copies of this policy shall be available in the school district's employment office and will be distributed, upon request, to applicants for employment and individuals who are offered the opportunity to provide ~~athletic coaching services or other extracurricular academic coaching~~ volunteer services. The requirement to submit to a criminal history background check may be included with the basic criteria for employment or providing services in the position posting and position advertisements.
- G. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- H. If the criminal history background check precludes the individual from employment with, or providing services to, the school district, the individual will be so advised.
- I. The school district shall apply these procedures to service providers and independent contractors.
- J. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

Legal References: Minn. Stat. § 13.04, Subd. 4 (Inaccurate or Incomplete Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal History Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References:

AGENDA ITEM: **Policy 405, Veterans Preference**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Matt Mons, Director of Human Resources and General Counsel**

BACKGROUND:

School Board Policy 405, Veterans Preference, 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 sections I, II and III.

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

RECOMMENDATION:

Review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 11, 2022 or a subsequent School Board meeting agenda for action.

Adopted: April 29, 1996
Revised: May 9, 2005
Revised: January 9, 2012
Revised: April 14, 2014
Revised:

White Bear Lake Area
School District #624 Policy 405

Revised: February 12, 2018

405 VETERAN²S PREFERENCE

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to comply with the VPA regarding veteran²s preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing, or good faith abolishment of position. This paragraph does not apply to the position of teacher.

III. PROCEDURES

- A. Veteran²s preference points will be applied pursuant to applicable law as follows:
 - 1. A credit of ten points shall be added to the competitive open examination rating of a nondisabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the

addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.

4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.
- B. Eligibility for and application of veteran²s preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.
 - C. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran²s preference.
 - D. The school district's policy is to use a 100-point hiring system to enable allocation of veteran²s preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.
 - E. If the school district rejects a member of the finalist pool who has claimed veteran²s preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.
 - F. **The** **A** school district may require a veteran to complete an initial hiring probationary period as defined in Minn. Stat. § 43A.16.
 - G. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.
 1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
 2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.
 - H. The VPA and the provisions of this policy do not apply to the position of superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in

Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran²s Preference)
Minn. Stat. § 197.455 (Veteran²s Preference Applied)
Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

AGENDA ITEM: **Policy 406, Public and Private Personnel Data**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Matt Mons, Director of Human Resources and General Counsel**

BACKGROUND:

School Board Policy 406, Public and Private Personnel Data, 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 sections III, IV, V, VI, VII, VIII and the Legal References.

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

RECOMMENDATION:

Review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 11, 2022 or a subsequent School Board meeting agenda for action.

Adopted: April 29, 1996
Revised: January 10, 2005
Revised: October 11, 2010
Revised: December 12, 2011
Annual Review: March 3, 2014
Annual Review: November 9, 2015
Annual Review: January 8, 2018

*White Bear Lake Area
School District #624 Policy 406*

Revised: April 9, 2012
Annual Review: October 13, 2014
Annual Review: November 14, 2016
Annual Review:

406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. DEFINITIONS

- A. "Confidential" means the data is not public and is not accessible ~~available~~ to the subject.
- B. "Finalist" means an individual who is selected to be interviewed.
- C. "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space and work telephone number.
- D. "Personnel data" means government data on individuals maintained because they are or were employees ~~of the school district~~, applicants for employment, volunteers for the school district, ~~or members of or applicants for an advisory board or commission~~. Personnel data include data submitted by an employee to the school district ~~by an employee~~ as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. ~~An employee who is identified in a suggestion shall have access to all data in the~~

~~suggestion except the identity of the employee making the suggestion.~~

- E. "Private" means the data is not public and is accessible only ~~available~~ to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject. ~~and to school district staff who need it to conduct the business of the school district.~~
- F. "Protected health information" means individually identifiable health information as defined in 45 C.F.R. § 160.103, that is transmitted ~~in electronic form by a school district acting as a~~ by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider in connection with a transaction covered by 45 C.F.R. Parts 160, 162 and 164. "Protected health information" excludes individually identifiable health information in education records covered by the ~~Federal~~ Family Educational Rights and Privacy Act, ~~and~~ employment records held by a school district in its role as employer, and records regarding a person who has been deceased for more than fifty (50) years.
- G. "Public" means that the data is available to anyone who requests it.
- H. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; individuals defined as superintendents and principals.

IV. PUBLIC PERSONNEL DATA

- A. The following information on current and former employees, ~~including~~ volunteers and independent contractors of the school district, is public:
1. name;
 2. employee identification number, which may not be the employee's s Social ~~s~~ Security number;
 3. actual gross salary;
 4. salary range;
 5. terms and conditions of employment relationship;
 6. contract fees;

7. actual gross pension;
8. the value and nature of employer-paid fringe benefits;
9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
10. job title;
11. bargaining unit;
12. job description;
13. education and training background;
14. previous work experience;
15. dates of first and last employment;
16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section § 13.43, ~~Subdivision~~ 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 school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. work email address;
22. badge number;

23. work-related continuing education;
24. honors and awards received; and
25. payroll time sheets or other comparable data that is used only 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~~;~~~~and~~

B. The following information on current and former applicants for employment by the school district is public:

1. veteran status;
2. relevant test scores;
3. rank on eligible list;
4. job history;
5. education and training; and
6. work availability.

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they applicants are considered by the School Board to be ~~become~~ finalists for ~~an~~ public employment ~~position~~.

D. Applicants for appointment to a public body.

1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:
 - a. name;
 - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
 - c. education and training;
 - d. employment history;
 - e. volunteer work;

- f. awards and honors;
 - g. prior government service;
 - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multi-member agency pursuant to ~~Minnesota Statutes~~ section § 15.0597; and
 - i. veteran status.
2. Once an individual is appointed to a public body, the following additional items of data are public:
- a. residential address;
 - b. either a telephone number or ~~electronic~~ email address where the appointee can be reached, or both at the request of the appointee;
 - c. first and last dates of service on the public body;
 - d. the existence and status of any complaints or charges against an appointee; and
 - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.
3. Notwithstanding paragraph 2, any ~~electronic~~ email address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an ~~electronic~~ email address or telephone number provided by the public body as designated ~~electronic~~ email address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in ~~Minnesota Statutes~~ section § 13.43, ~~Subdivision~~ 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in ~~Minnesota Statutes~~ section § 13.43, ~~Subdivision~~ 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge is public, unless access to the data would jeopardize an active investigation or reveal confidential sources.
- ~~F.~~ Data relating to a complaint or charge against a public official is public only if:
- 1. the complaint or charge results in disciplinary action or the employee

resigns or is terminated from employment while the complaint or charge is pending; or

2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. All other personnel data not listed in Section IV is private and ~~will only be shared with school district staff whose work requires such access. Private data~~ will not be otherwise released unless authorized by law ~~or by the employee's informed written consent.~~
- B. An individual's checking account number is private when submitted to a government entity.
- C. Data pertaining to an employee's dependents is private data on individuals.
- D. Data created, collected, or maintained by the school district to administer employee assistance programs is private.
- E. Parking space leasing data with regard to data on individuals is private.
- F. Personnel data may be disseminated to labor organizations to the extent the responsible authority ~~school district~~ determines ~~it is~~ the dissemination is necessary for the labor organization to conduct ~~its business~~ elections, notify employees of fair share fee assessments and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ~~or when~~ ordered or authorized by the Commissioner of the ~~Bureau of Mediation Services~~ BMS.
- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if ~~the~~ its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that is relevant to the concerns for safety to:
 1. The person who may be harmed and to the attorney representing the person when the data is relevant to obtaining a restraining order;

2. A pre-petition screening team conducting an investigation of the employee under ~~Minnesota Statutes~~ section § 253B.07, S~~ubdivision~~ 1; or
 3. A court, law enforcement agency or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purposes of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of ~~such~~ a crime or alleged crime committed by an employee.
 - J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
 - K. When allegations of sexual or other types of harassment are made against an employee, the employee ~~shall~~ does not have access to data that would identify the complainant or other witnesses if the responsible authority ~~school district~~ determines that the employee's access to that data would:
 1. threaten the personal safety of the complainant or a witness; or
 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- L. The school district ~~must~~ shall make any report to the ~~Board of Teaching or the Board of School Administrators~~ Minnesota Professional Education Licensing and Standards Board ("PELSB") or Board of School Administrators ("BOSA"), whichever has jurisdiction over the teacher's or administrator's license, as required by ~~Minnesota Statutes~~ section § 122A.20, S~~ubdivision~~ 2, and shall, upon written request from the licensing board having jurisdiction over ~~a teacher's~~ license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, any settlement or compromise, or any investigative file in accordance with Minnesota Statutes section 122A.20, subdivision 2.
- M. Private personnel data shall be disclosed to the Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under ~~Minnesota Statutes~~ Ch. 268.
- N. When a report of alleged maltreatment of a student in an elementary, middle school, or high school is made to the Commissioner of the Minnesota Department

of Education (“MDE”) under Minnesota Statutes Chapter 260E, data that is relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if

1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release of the data and the investigation resulted in the resignation or termination of the subject of the data; or

2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee’s alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes Chapter 13.

Data released under this paragraph must not include data on the student.

P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion. The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, to make the school district more efficient, or to improve school district operations is private.

Q. Protected Health information, as defined in 45 C.F.R. Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy

~~requirements:~~

- R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and ~~electronic~~ email address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- T. When a continuing-contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13 (b), ~~sexual abuse~~ or when the Commissioner of the ~~Minnesota Department of Education (MDE)~~ makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4 or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under ~~Minnesota Statutes, section § 13.41, S~~ subdivision 5, and must provide ~~the Board of Teaching PELSB~~ and the licensing division at MDE with the necessary and relevant information to enable ~~the Board of Teaching PELSB~~ and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under ~~Minnesota Statutes, section §123B.03, a~~ School b Board or other school hiring authority must contact ~~the Board of Teaching PELSB~~ and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals is classified as both private and confidential by Minnesota Statutes, Chapter 13, or any other state or federal law, the data is private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with ~~other~~ either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated the Director of Human Resources as the authority responsible for personnel data. ~~If you have any questions, contact the Director of Human Resources.~~

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

IX. RELEASE FORM

An employee authorization form is included as "Addendum A" to this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.41 (Licensing Data - Public Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, ~~S~~subd. 3 (~~Elected and Appointed Officials~~
Applicants for Employment)
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. § 122A.20, ~~S~~subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, ~~S~~subds. 13 and 16 (Employment; Contracts, Termination)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)

Minn. Stat. Ch. 260E ~~§ 626.556, Subd. 7~~ (Reporting of Maltreatment of Minors)

Minn. Stat. Ch. 268 (Unemployment Insurance)

Minn. R. Pt. 1205 (Data Practices)

P.L. 104-191 (HIPAA)

45 C.F.R. Parts 160, 162 and 164 (HIPAA Regulations)

Cross References: WBLASB Policy 206 (Public Participation in School Board Meetings/Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
WBLASB Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records-Privacy-Access to Data)

AGENDA ITEM: **Policy 410, Family and Medical Leave Act and District Leaves of Absence Policy**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Matt Mons, Director of Human Resources and General Counsel**

BACKGROUND:

School Board Policy 410, Family and Medical Leave Act and District Leaves of Absence Policy, 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 sections I, and IV.

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA), the Parenting Leave Act, and the Military Family Leave Act, and to provide guidance regarding other leaves of absence that may be provided by the school district.

RECOMMENDATION:

Review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 11, 2022 or a subsequent School Board meeting agenda for action.

Adopted: April 29, 1996
Revised: May 9, 2005
Revised: September 14, 2009
Annual Review: August 8, 2011
Annual Review: October 13, 2014
Annual Review: December 9, 2019
Annual Review:

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

Annual Review: September 10, 2012
Annual Review: April 9, 2018
Annual Review: July 12, 2021

410 FAMILY AND MEDICAL LEAVE ACT AND DISTRICT LEAVES OF ABSENCE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA), the Parenting Leave Act, **and** the Military Family Leave Act, and to provide guidance regarding other leaves of absence that may be provided by the school district.

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

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

B. “Covered service member” means:

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; and

2. A veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.
- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. While the 12 month of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her National Guard or Reserve military service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered service member with a serious injury or illness.
- E. “Next of kin of a covered service member” means the nearest blood relative other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member next of kin, and the employee may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member’s only next of kin.
- F. “Outpatient status” means, with respect to a covered service member, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or
 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to five days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member; and
 8. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse: means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

- A. Twelve-week Leave under Federal Law:

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

therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistant for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better

accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered service member being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV. A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board periodically for review.

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

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

B. Twelve-week Leave under State Law

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

C. Twenty-six week Service member Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a service member includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered service member and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered service member with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered service member and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., and IV.A.12., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES.

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 - 1. take leave for the entire period or periods of the planned medical treatment; or
 - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a trimester or semester may be required to extend the leave through the end of the trimester or semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a trimester or semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the trimester or semester.
 - 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a trimester or semester, the school district may require that the leave be continued until the end of the trimester or semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the trimester or semester.
 - 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of a trimester or semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the trimester or semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. DISTRICT LEAVE PROVISIONS

- A. General leaves of absence
 - 1. All leaves of absence that are of a duration of 20 workdays or greater require School Board approval, as does the employment of a replacement for an employee on said leave. The Director of Human Resources has the authority to approve leaves of absence of a duration less than 20

workdays, as well as the employment of a replacement for an employee on said leave.

2. All leave of absence requests must be submitted in writing to the Human Resources Department at least 30 workdays in advance of the leave unless the leave is for an entire school year, in which case the request needs to be submitted by March 1 of the previous school year. Notice of intent to return to work following an annual leave of absence must be submitted in writing to the Human Resources Department by March 1 of the year of the leave (failure to do so will result in the district assuming the employee is returning to work as scheduled). The Director of Human Resources has the authority to waive these timelines based on a consideration of all the surrounding facts and circumstances.
3. In acting on employee leave requests, the School Board will observe provisions of the appropriate employee master agreement, district policy, and applicable state and federal statutes. In making recommendations to the School Board regarding leave without pay approval, district administration will consider both the reasons for the employee's request and the needs of the district. In general, concerns related to the educational program will take precedence over personal interests of the employee. Factors to be considered may include the following:
 - a. The stated reason(s) of the employee in requesting a leave;
 - b. Relevant provisions of the appropriate employee master agreement, district policy and/or state and federal statute(s);
 - c. Length of service to the district of the employee applying for the leave. (Normally the district will not approve any leave during an employee's probationary period other than leaves required by law or collective bargaining agreement.)
 - d. Length of leave request. Normally, the length of an approved leave of absence for other reasons shall not exceed one (1) year. In extenuating circumstances, an extension of one (1) additional year may be granted for a maximum of two consecutive years of leave.
 - e. Record of previous leaves taken by the employee;
 - f. Availability of qualified substitute employees;
 - g. Number of other employees in the same assignment category currently on leaves of absence;
 - h. Timing of the leave as it relates to potential disruption to students, other staff, and educational programming. Whenever possible, leaves should begin when the school year begins and ends when

the school year ends. If that is not possible, the beginning or ending of a leave should coincide with a natural break point during the school year.

- i. Potential benefits to the district;
- j. Whether the purpose of the leave can be scheduled or accomplished during a non-duty (school vacation/break) period.

B. Non-delivering parent leave

- 1. An eligible employee may use available accumulated paid leave for a period not to exceed six weeks following the date of birth or adoption of a child. Eligible employee means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. A statement certifying the birth or adoption of a child must be produced.
- 2. Employees that do not meet the eligibility requirement in VI. B. 1. may use up to ten (10) days of available accumulated paid leave following the date of birth or adoption of a child. A statement certifying the birth or adoption of a child must be produced.

C. Jury Duty

- 1. Personnel shall be released from job responsibilities in order to perform jury duty.
- 2. On days when jury duty requires only a portion of the work day, the employee shall work the remaining portion of the day.
- 3. The compensation of an employee shall not be reduced as a result of jury duty.
- 4. Any jury compensation, excluding mileage, meals or lodging, shall be assigned to the district.

VII. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VIII. DISSEMINATION OF POLICY

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

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

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

AGENDA ITEM: **Policy 501, School Weapons Policy**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Dr. Alison Gillespie, Assistant Superintendent
for Teaching and Learning**

BACKGROUND:

School Board Policy 501, School Weapons Policy, 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 sections III, IV, V, VII, and the Legal and Cross References.

The purpose of this policy is to assure a safe school environment for students, staff and the public.

RECOMMENDATION:

Review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 11, 2022 or a subsequent School Board meeting agenda for action.

Adopted: October 9, 1995
Revised: June 11, 2001
Revised: January 10, 2005
Revised: May 8, 2017

*White Bear Lake Area
School District #624 Policy 501*

Revised:

501 SCHOOL WEAPONS POLICY

I. PURPOSE

The purpose of this policy is to assure a safe school environment for students, staff and the public.

II. GENERAL STATEMENT OF POLICY

No student or nonstudent, including adults and visitors, shall possess, use or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

III. DEFINITION

A. “Weapon”

1. A “weapon” means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; ~~nunchucks~~ nunchucks; throwing stars; explosives; fireworks; mace and other propellants; ~~stunguns~~ stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No student shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to, weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.
3. No student shall use any object, device or instrument designed for other purposes (e.g., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate. Such use will be treated as the possession and use of a weapon.

- B. "School Location" includes any school building or school grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.
- C. "Possession" means having a weapon on one's person or in an area subject to one's control in a school location.
- D. "Dangerous Weapon" means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, "flammable liquid" means any liquid having a flash point below 100 degrees Fahrenheit and having a vapor pressure not exceeding 40 pounds per square inch (absolute) at 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, "combustible liquid" is a liquid having a flash point at or above 100 degrees Fahrenheit.

IV. EXCEPTIONS

- A. A student who finds a weapon on the way to school or in the school building, or a student who discovers that ~~he or she~~ they accidentally ~~has~~ have a weapon in ~~his or her~~ their possession, and takes the weapon to the building administrator's office, a student shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the building administrator's office, a student shall not be considered to possess a weapon if ~~he or she~~ they immediately turns the weapon over to an administrator or staff member as soon as practicable notifies an administrator, teacher or head coach of the weapon's location.
- B. It shall not be a violation of this policy if a nonstudent commits acts which would otherwise violate this policy, but the nonstudent falls within one of the following categories:
1. Is a licensed peace officer, military personnel, or student or nonstudent participating in military training, who are performing official duties;
 2. Is authorized to carry a pistol under Minnesota Statutes, Section 624.714, while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

3. Who keeps or stores in a motor vehicle pistols in accordance with ~~Minnesota Statutes~~, Sections 624.714 or 624.715, or other firearms in accordance with Minnesota Statutes, Section 97B.045;
 - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for “antique firearms which are carried or possessed as curiosities or for their historical significance or value.”
 - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with Sections 624.714 and 624.715.
4. Is participating in firearms safety or marksmanship courses or activities conducted on school property;
5. A ceremonial color guard who is in possession of unloaded dangerous weapons, BB guns, or replica firearms.
6. A gun or knife show held on school property;
7. Is in possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the School or the director of a child care center;
8. Is on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

C. Policy Application to Instructional Equipment/Tools

While the school district and the school takes a firm “Zero Tolerance” position on the possession, use or distribution of weapons by students, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use or distribution of weapons by students. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statutes, Section 624.714, to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder’s vehicle shall constitute a violation of this policy.

V. CONSEQUENCES FOR STUDENT WEAPON POSSESSION/USE/DISTRIBUTION

- A. The school district takes a position of “Zero Tolerance” in regard to the possession, use or distribution of weapons by students. Consequently, the minimum consequence for students willfully possessing, using or distributing weapons without authorization or outside the Exceptions listed in Section IV above shall include:
1. immediate out-of-school suspension;
 2. confiscation of the weapon;
 3. immediate notification of police;
 4. parent or guardian notification; and
 5. recommendation to the superintendent of dismissal for not to exceed one year.
- B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The ~~s~~School ~~b~~Board may modify this requirement on a case-by-case basis.

C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.

D. Administrative Discretion

While the school district takes a “Zero Tolerance” position on the possession, use or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including non-renewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including non-renewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES

- A. The school district must electronically report to the Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, Section 121A.06.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)
Minn. Stat. § 609.602, ~~S~~subd. 6 (Definition of Dangerous Weapons)
Minn. Stat. § 609.605 (Trespass)
Minn. Stat. § 609.66 (Dangerous Weapons)
Minn. Stat. § 624.714 (Carrying of Weapons Without Permit; Penalties)

Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)
18 U.S.C. § 921 (Definition of Firearm)
In re C.R.M., 611 N.W. 2d 802 (Minn. 2000)
In re A.D., 883 N.W.2d 251 (Minn. 2016)

Cross References: WBLASB Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
WBLASB Policy 506 (Student Discipline)
WBLASB Policy 525 (Violence Prevention)
WBLASB Policy 903 (Visitors to School District Buildings and Sites)

AGENDA ITEM: **Policy 507, Corporal Punishment**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Dr. Alison Gillespie, Assistant Superintendent
for Teaching and Learning**

BACKGROUND:

School Board Policy 507, Corporal Punishment, 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 section III, and the Cross References.

The purpose of this policy is to describe limitations on corporal punishment of students.

RECOMMENDATION:

Review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 11, 2022 or a subsequent School Board meeting agenda for action.

Adopted: July 22, 1996
Revised: June 11, 2001
Revised: September 9, 2002
Revised: July 16, 2018

*White Bear Lake Area
School District #624 Policy 507*

507 CORPORAL PUNISHMENT

I. PURPOSE

The purpose of this policy is to describe limitations on corporal punishment of students.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term "corporal punishment" means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm.

III. EXCEPTIONS

An employee or agent of the school district may use reasonable force when necessary to restrain a student from inflicting bodily harm to self **or** to another person.

IV. VIOLATION

Employees and agents of the school district who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to, and in accordance, with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for those school district employees and agents.

Legal References: Minn. Stat. § 123B.25 (Actions Against Districts and Teachers)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

Cross References: WBLASB Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
WBLASB Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
WBLASB Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
WBLASB Policy 506 (Student Discipline)

AGENDA ITEM: **Policy 526, Hazing Prohibition**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Dr. Alison Gillespie, Assistant Superintendent
for Teaching and Learning**

BACKGROUND:

School Board Policy 526, Hazing Prohibition, 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 sections II, III, IV, V, VI and the Legal References.

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing.

RECOMMENDATION:

Review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 11, 2022 or a subsequent School Board meeting agenda for action.

Adopted: March 9, 1998
Revised: June 11, 2001
Revised: December 14, 2009
Revised: January 9, 2012
Revised:

*White Bear Lake Area
School District #624 Policy 526*

Revised: June 8, 2015

526 HAZING PROHIBITION

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor or other employee of the school district shall plan, direct, encourage, aid or engage in hazing.
- B. No student, teacher, administrator, volunteer, contractor or other employee of the school district shall permit, condone or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.

E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.

F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

G.D. This policy applies to ~~behavior~~ hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation ~~and before, during, and after school hours, including weekends and other non-school days.~~

H.E. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

I.F. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

- A. “Hazing” means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school. This may include verbal abuse such as yelling, swearing at and insulting the student.
 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

B. “Immediately” means as soon as possible but in no event longer than 24 hours.

- C. “On school premises or school district property, or at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- D. “Remedial response” means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. “Student” means a student enrolled in a public school or a charter school.
- E.B.** “Student organization” means a group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- A. Any student who believes ~~he or she~~ **they** ~~has~~ **have** been the **target or** victim of hazing or any person who has personally observed or has knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy such as a coach, counselor, teacher, athletic director or administrator. **A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.**
- B. **The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.**

The building principal, **the principal’s designee, or the building supervisor (hereinafter the “building report taker”)** is the person responsible for receiving and investigating reports of hazing at the building level. **Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately.** Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the assistant superintendent or superintendent or the school district human rights officer by the reporting party or complainant.

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

- C. ~~Teachers, administrators, volunteers, contractors and other employees of the school district~~ A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who witnesses, observes, receives a report of, ~~observes~~, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.
- D. Submission of a good faith complaint or report of hazing by a student or staff member will not affect the complainant or reporter's future employment, grades, activity participation, ~~or~~ work assignments, or educational work environment.
- E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.
- F. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. ~~Upon~~ Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district. ~~The district must ensure that the investigation begins within one school day of receipt of a hazing report or complaint.~~
- B. The building report taker or other appropriate school district officials may take immediate steps, at ~~its~~ their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students; or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

~~D.C.~~ Upon completion of ~~the~~ an investigation that determines hazing has occurred, the school district will take appropriate action against students or staff that condoned, planned, directed, encouraged, aided, permitted, or engaged in hazing. Such action may include, but is not limited to, warning, suspension, suspension from Minnesota State High School League activities, Saturday School, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be adequate to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies, and regulations.

~~E.D.~~ The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. At a parent(s)/guardian(s) request school officials will notify the parent(s)/guardian(s) of students involved in a hazing incident who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law; ~~based on a confirmed report.~~

F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who commits an act of reprisal or who ~~(1)~~ retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing; ~~(2) retaliates against any person who testifies, assists, or participates in an investigation, or~~ ~~(3) retaliates against any person~~ who testifies, assists or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

VII. DISSEMINATION OF POLICY

A. This policy shall be referenced in each school's student handbook and in each school's building and staff handbooks.

- B. The school district will develop a method of annually disseminating this policy to students, parents/guardians, and employees.

Legal References: Minn. Stat. § 121A.40 - 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § ~~121A.0695~~ 121A.031 (School Student Bullying Policy
~~Board Policy; Prohibiting Intimidation and Bullying~~)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of
Students and Parents Under the Safe and Supportive Minnesota Schools
Act)

Cross Reference: WBLASB Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
WBLASB Policy 413 (Harassment and Violence)
WBLASB Policy 506 (Student Discipline)
WBLASB Policy 514 (Bullying Prohibition Policy)
WBLASB Policy 525 (Violence Prevention [Applicable to Students and Staff])

AGENDA ITEM: **Policy 531, The Pledge of Allegiance**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Dr. Alison Gillespie, Assistant Superintendent
for Teaching and Learning**

BACKGROUND:

School Board Policy 531, The Pledge of Allegiance, 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 section II.

The purpose of this policy is to provide for recitation of the Pledge of Allegiance and instruction in school to help further that end.

RECOMMENDATION:

Review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 11, 2022 or a subsequent School Board meeting agenda for action.

Adopted: August 14, 2006
Revised: April 12, 2010
Revised:

*White Bear Lake Area
School District #624 Policy 531*

531 THE PLEDGE OF ALLEGIANCE

I. PURPOSE

The School Board recognizes the need to display an appropriate United States flag and to provide instruction to students in the proper etiquette, display, and respect of the flag. The purpose of this policy is to provide for recitation of the Pledge of Allegiance and instruction in school to help further that end.

II. GENERAL STATEMENT OF POLICY

Students in ~~the this~~ school district shall **have an opportunity to** recite the Pledge of Allegiance to the flag of the United States of America one or more times each week. The recitation shall be conducted:

- A. By each individual classroom teacher or the teacher's surrogate; or
- B. Over a school intercom system by a person designated by the school principal or other person having administrative control over the school.

III. EXCEPTIONS

Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so. Students and school personnel must respect another person's right to make that choice.

IV. INSTRUCTION

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises.

Legal References: Minn. Stat. § 121A.11, Subd. 3 (Pledge of Allegiance)
Minn. Stat. § 121A.11, Subd. 4 (Instruction)

Cross References:

AGENDA ITEM: **Policy 706, Acceptance of Gifts**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Item**

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

BACKGROUND:

School Board Policy 706, Acceptance of Gifts, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. There are no changes to this policy.

The purpose of this policy is to provide guidelines for the acceptance of gifts by the School Board.

RECOMMENDATION:

Review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 11, 2022 or a subsequent School Board meeting agenda for action.

Adopted: April 28, 1997
Revised: February 9, 2015
Revised: July 16, 2018
Reviewed:

*White Bear Lake Area
School District #624 Policy 706*

No Recommended Changes

706 ACCEPTANCE OF GIFTS

I. PURPOSE

The purpose of this policy is to provide guidelines for the acceptance of gifts by the School Board.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to accept gifts only in compliance with state law.

III. ACCEPTANCE OF GIFTS GENERALLY

The School Board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The School Board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether it should be accepted or rejected.

IV. GIFTS OF REAL OR PERSONAL PROPERTY

The School Board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

V. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the School Board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the School Board shall attempt to administer it in accordance with the intent of the terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

Legal References: Minn. Stat. § 123B.402, Subd. 6 (Bequests, Donations, Gifts)
Minn. Stat. § 465.03 (Gifts to Municipalities)

Cross References:

AGENDA ITEM: **Policy 720, Vending Machines**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Discussion Item**

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

BACKGROUND:

School Board Policy 720, Vending Machines, 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 section V.

The purpose of this policy is to establish procedures to govern vending machines installed in school facilities in the school district.

RECOMMENDATION:

Review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 11, 2022 or a subsequent School Board meeting agenda for action.

Adopted: August 27, 2001
Revised: March 9, 2009
Revised: December 10, 2018
Revised:

*White Bear Lake Area
School District #624 Policy 720*

720 VENDING MACHINES

1. PURPOSE

The purpose of this policy is to establish procedures to govern vending machines installed in school facilities in the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to contract for, supervise, maintain and account for the proceeds from vending machines located in school facilities in a manner that is fair, that maximizes the revenues from those machines, that allows those revenues to be included in the budget of the facility in which they are generated, and that establishes controls to avoid fraud, theft or the appearance of impropriety.

III. AUTHORIZATION

Automatic vending machines for the dispensing of food, beverages or other approved items are authorized in any school facility in the school district provided that all contracts for such vending machines must be approved by the superintendent or School Board as required by Minn. Stat. § 123B.52.

IV. SUPERVISION, APPROVAL, LOCATION

- A. All vending machines shall be under the supervision of the school principal or other person in charge of the location in which the machine is located. That administrator shall be responsible to supervise the machine in compliance with this policy and any applicable laws.
- B. The items to be dispensed from a vending machine located in a school facility shall be approved by the principal or other person in charge. All food, beverages or other items approved shall be appropriate to the school setting. Machines dispensing cigarettes or tobacco products are not authorized under any circumstances. In the event a written complaint is filed with the superintendent regarding the approval or disapproval of any item, the School Board, after proper review, shall make the final determination.
- C. Vending machines may be approved that will dispense items only during certain hours, through the use of timers or otherwise. Vending machines should not be

operated in competition with the school cafeteria or food service. The machine supervisor (as designated above) may regulate the hours of operation of any machine.

- D. Vending machines shall be located to meet any applicable building, fire or life/safety codes and to provide convenience of operation, accessibility and ease of maintenance. The principal or other person in charge of the facility shall review the location of each machine with appropriate maintenance and food service staff.

V. CONTRACT APPROVAL

- A. All contracts for the purchase or rental of vending machines shall be considered by the superintendent on a district-wide basis.
- B. The contracting process shall be conducted in compliance with the Minn. Stat. § 123B.52. A copy of this policy shall be included in any specifications or request for proposals or quotations. A record shall be kept of all bids or quotations received with the names, amounts, and successful bidder indicated. All bids and quotations shall be kept on file as a public record for a period of at least one year after their receipt.
- C. Any bid~~s~~ or quotation must specify all commissions to be paid from the machine and any other non-commission amounts to be paid as a result of the award of the contract. The non-commission amounts include, but are not limited to, cash payments, in-kind payments, equipment donations, scholarship contributions, bonus payments, or other payments or contributions of any kind or nature. The non-commission amounts shall be reduced to a cash equivalency and shall be specified on the bid or quotation as an additional amount to be paid for the award of the contract.
- D. If a contract contains a provision allowing exclusivity, such as all machines in the building carrying only a certain manufacturer's brand of beverage, that provision must be reviewed by the administration prior to requesting bids or quotations to ensure that it does not conflict with other contracts of the school district.
- E. All contracts for vending machines must be approved by the School Board. Any contract not made in compliance with this policy shall be void. Any district employee signing an unauthorized contract may be subject to personal liability thereon and may be disciplined for said action.
- F. All vending machines are to be installed at the expense of the facility in which **it is** located. All financial responsibility for the maintenance and repair of machines shall remain with the individual facility in which located to the extent not addressed in the contract.

- G. No teacher, administrator, school district employee or School Board member shall be interested, directly or indirectly, in a vending machine contract with the school district or personally benefit financially therefrom.

VI. ACCOUNTING

- A. Proceeds from vending machine sales and contracts shall be under the control of the School Board, shall be accounted for in one of the regular school district funds, and must be accounted for and reported in compliance with UFARS.
- B. An amount equal to the amount of the proceeds from the machines in each facility shall be included in the budget of the facility in which the proceeds are generated. That amount may be expended in accordance with established expenditure procedures.
- C. Pursuant to the vending machine contract or otherwise, proper auditing and inventory control procedures shall be established to ensure that commissions are being correctly calculated and paid. District-wide periodic reviews shall be conducted with the vending company.

Legal References: Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 123B.20 (Dealing in Supplies)
Minn. Stat. § 471.345 (Contracts)
Minn. Stat. § 471.87 (Conflict of Interest)

Cross References: WBLASB Policy 210 (Conflict of Interest--School Board Members)
WBLASB Policy 702 (Accounting)

E. OPERATIONAL ITEMS

AGENDA ITEM: **Action on Sale of General Obligation School Building Bonds, Series 2022A**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Operational Item**

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

BACKGROUND:

At its February 14, 2022 Board Meeting, the Board approved a resolution to sell up to \$63,000,000 in general obligation school building bonds. The tax impact of the bonds was factored into the tax impact analysis for the 2019 Building Our Future bond referendum.

Earlier this evening Shelby McQuay of Ehlers, Inc presented an overview of the General Obligation School Building Bonds, Series 2022A sale that occurred on March 14, 2022.

RECOMMENDATION:

Approve the sale of \$63,000,000 in General Obligation School Building Bonds, Series 2022A as presented.

EXTRACT OF MINUTES OF MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 624
(WHITE BEAR LAKE AREA SCHOOLS)
ANOKA, RAMSEY, AND WASHINGTON COUNTIES, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 624 (White Bear Lake Area Schools), Anoka, Ramsey, and Washington Counties, Minnesota, was duly held in the School District on March 14, 2022, commencing at 5:30 o'clock p.m.

The following members were present:

and the following were absent:

* * *

* * *

* * *

Member, _____ introduced the following resolution and moved its adoption:

**RESOLUTION AWARDING THE SALE OF GENERAL
OBLIGATION SCHOOL BUILDING BONDS, SERIES 2022A, IN
THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF
\$63,000,000; FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY; AND
PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 624 (White Bear Lake Area Schools), Anoka, Ramsey, and Washington Counties, Minnesota (the “District”), as follows:

Section 1. Findings, Determinations; Sale of Bonds.

1.01 Background. It is hereby determined that:

(a) At a duly called and regularly held special election on November 5, 2019, the voters of the District approved the issuance and sale by the District of general obligation bonds for the acquisition and betterment of school sites and facilities in the maximum principal amount of \$326,000,000 pursuant to Minnesota Statutes, Chapter 475, as amended (the “Act”).

(b) The purpose of the bonds as approved by the voters is to provide financing for the acquisition and betterment of school sites and facilities, including the construction and equipping of a new grades K-5 elementary school facility; the construction of various projects to accommodate projected enrollment growth districtwide; the completion of deferred maintenance projects at all school district facilities; the construction, acquisition and installation of safety and security improvements at all school district facilities; the construction of additions and renovations to current district elementary schools; the construction of additions and renovations to the high school North Campus to convert that site and facility for use as a grades 9-12 single site high school facility; the construction of renovations to the high school South Campus to convert it for use as a middle school facility; the construction of renovations to the Sunrise Park Middle School facility to convert it for uses to include a senior citizen center, an early childhood center, the Transition Education Center and the District office; and the construction of renovations to the current District Center building to allow for expansion of the Central Middle School facility (collectively the “Projects”).

(c) On March 5, 2020, the District issued its General Obligation School Building Bonds, Series 2020A, in the principal amount of \$250,000,000 pursuant to the Act, in accordance with the authority granted by District voters, leaving a remaining unused voter-approved bond authority of \$76,000,000.

(d) It is necessary and expedient to the sound financial management of the affairs of the District to issue its General Obligation School Building Bonds, Series 2022A (the “Bonds”), in the original aggregate principal amount of \$63,000,000, pursuant to the Act, to provide financing for the Projects.

(e) By resolution adopted by the Board on February 14, 2022, the District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes,

Section 126C.55, which provides for payment by the State of Minnesota of the debt service on the Bonds in the event the District notifies the State of Minnesota of a potential default by the District in the timely payment of the debt service on the Bonds. The District understands that as a result of its covenant to be bound by said provisions, these provisions shall be binding as long as the Bonds remain outstanding.

(f) The District is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale because the District has retained Ehlers and Associates, Inc. (the “Municipal Advisor”) to be the District’s independent municipal advisor in connection with the sale of the Bonds. The actions of the District staff and the Municipal Advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of Wells Fargo Bank, National Association (the “Purchaser”), to purchase the Bonds of the District is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$67,742,433.85 (par amount of the Bonds of \$63,000,000, plus original issue premium of \$5,535,948.95, less original issue discount of \$102,883.90, less an underwriter’s discount of \$690,631.20), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2025	5.00%	2033	3.00%
2026	5.00%	2034	3.00%
2027	5.00%	2035	4.00%
2028	5.00%	2036	4.00%
2029	5.00%	2037	4.00%
2030	5.00%	2038	3.00%
2031	5.00%	2039	3.00%
2032	4.00%	2040	3.00%

True interest cost: 2.8939997%

1.03. Purchase Contract. The execution and delivery of a Proposal Form, dated as of March 14, 2022 (the “Purchase Agreement”), between the District and the Purchaser, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the “Resolution”). The Bonds shall be issued and delivered in accordance with the terms and conditions of the Purchase Agreement and this Resolution. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Treasurer in consultation with the Municipal Advisor. The Treasurer is directed to receive and retain the good faith payment of the Purchaser, pending completion of the sale of the Bonds.

1.04. Terms and Principal Amounts of the Bonds. The District shall forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of \$63,000,000, originally dated April 7, 2022, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$ 690,000	2033	\$5,580,000
2026	\$ 275,000	2034	\$5,670,000
2027	\$1,520,000	2035	\$5,745,000
2028	\$1,780,000	2036	\$5,845,000
2029	\$2,150,000	2037	\$5,910,000
2030	\$2,215,000	2038	\$5,980,000
2031	\$4,695,000	2039	\$5,030,000
2032	\$4,795,000	2040	\$5,120,000

1.05. Schedule of Maturities. In order to satisfy the requirements of Section 475.54, subdivisions 1 and 2, of the Act, the Director of Finance has combined the maturities of the Bonds with the outstanding maturities of one or more designated general obligation bond issues of the District.

1.06. Optional Redemption. The District may elect on February 1, 2030, and on any day thereafter to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the District and in such manner as the District shall determine. If less than all Bonds of a maturity are called for optional redemption, the District shall notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds shall be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond shall be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond shall be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond shall be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2023, to the registered owners of record thereof as of the close of business on the fifteenth day immediately preceding each interest payment date, whether or not such day is a business day.

2.03. Registration. The District shall appoint a bond registrar (the "Registrar"), authenticating agent (the "Authenticating Agent"), and paying agent (the "Paying Agent"). Except as specifically provided otherwise in Section 7 hereof, the effect of registration and the rights and duties of the District and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register (the “Bond Register”) in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the District.

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

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name a Bond is registered in the Bond Register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner’s order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees, and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen, or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost the Registrar shall deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Registrar evidence satisfactory to it that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the District and the Registrar must be named as obligees.

Bonds so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in whole in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed shall be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the Bond Register and, if publication of the notice of redemption is required by law, by publishing the notice of redemption as required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, shall not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption shall cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar, Paying Agent, and Authenticating Agent. The District appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. The Board Chair and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with Bond Trust Services Corporation, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. Upon merger or consolidation of the Registrar, Paying Agent, and Authenticating Agent with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar, Paying Agent, and Authenticating Agent. The District agrees to pay the reasonable and customary charges of the Registrar, Paying Agent, and Authenticating Agent for the services performed. The District reserves the right to remove the Registrar, Paying Agent, or Authenticating Agent upon thirty (30) days' notice and upon the appointment of a successor Registrar, Paying Agent, or Authenticating Agent, in which event the predecessor Registrar, Paying Agent, or Authenticating Agent must deliver all cash and Bonds in its possession to the successor Registrar, Paying Agent, or Authenticating Agent and the Registrar must deliver the Bond Register to the successor Registrar. On or before three (3) business days prior to each principal or interest due date, without further order of the Board, the Treasurer must transmit to the Paying Agent money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds shall be prepared under the direction of the Clerk and executed on behalf of the District by the signatures of the Board Chair and the Clerk, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Authenticating Agent. Certificates of authentication on different Bonds need not be signed by the same representative of the Authenticating Agent. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed, and authenticated the Clerk shall deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds shall be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to accompany each Bond.

Section 4. Payment; Security; Funds; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds shall be payable from the General Obligation School Building Bonds, Series 2022A Debt Service Fund (the “Debt Service Fund”) hereby created, and the proceeds of ad valorem taxes hereinafter levied are hereby pledged to the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Bonds shall be deposited in the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The District hereby creates the General Obligation School Building Bonds, Series 2022A Construction Fund (the “Construction Fund”). Proceeds of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the appropriation, if any, made in accordance with Section 4.01 hereof) shall be deposited in the Construction Fund and used solely to pay the costs of the Projects. Any balance remaining in the Construction Fund after completion of the Projects may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Bonds for such new use and purpose, or credited to the Debt Service Fund or other District debt service fund, all in accordance with Section 475.65 of the Act.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith and credit and taxing powers of the District are hereby irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Treasurer must pay such principal or interest from the general fund of the District, and the general fund shall be reimbursed for those advances out of the proceeds of the Taxes (as hereinafter defined) levied herein, when collected.

4.04. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there are levied direct annual irrevocable ad valorem taxes (the “Taxes”) upon all of the taxable property in the District, to be spread upon the tax rolls and collected with and as part of other general taxes of the District. The Taxes shall be credited to the Debt Service Fund above provided and shall be levied in the years and amounts attached hereto as EXHIBIT C to this Resolution, and, in the event the Taxes so levied are ever insufficient to pay the principal of and interest on the Bonds, additional Taxes are hereby authorized to be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

4.05. Debt Service Coverage. It is determined that the estimated collection of Taxes levied in accordance with Section 4.04 hereof shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies herein provided shall be irrevocable until all of the Bonds are paid, provided that at the time the District makes its annual tax levies the Treasurer may certify to the County Auditors of Anoka, Ramsey, and Washington Counties, Minnesota (collectively, the "County Auditors") that the District made an irrevocable appropriation of a specified amount to the Debt Service Fund of money actually on hand or if there is on hand any excess amount in the Debt Service Fund and the respective County Auditors shall reduce by the amount so certified the amount otherwise to be included in the rolls next thereafter prepared.

4.06. Registration of Resolution. The Clerk is authorized and directed to file a certified copy of this Resolution with each of the County Auditors and to obtain the certificates required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. District Proceedings and Records. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, shall be deemed representations of the District as to the facts stated therein.

5.02. Certification as to Official Statement. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are authorized and directed to certify that they have examined the final Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the final Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the final Official Statement and further that said final Official Statement did not (as of the date of the final Official Statement) and does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the final Official Statement is to be used, or which is necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

5.03. Other Certificates. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the District or incumbency of its officers, at the closing the Board Chair, the Clerk, and the Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Payment of Costs of Issuance. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association on the closing date for further distribution as directed by the Municipal Advisor.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The District shall comply with all the necessary requirements and take all necessary actions (or decline to take prohibited actions) to ensure that interest on the Bonds shall not be includable in gross income for federal income tax purposes under Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations promulgated thereunder (the “Regulations”). The District covenants and agrees with the holders from time to time of the Bonds that it shall not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to federal income taxation under the Code and the Regulations, in effect at the time of such actions, and that it shall take or cause its officers, employees, or agents to take all affirmative action within their powers that may be necessary to ensure that such interest shall not become includable in gross income for federal income tax purposes under the Code and applicable Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Continuing Requirements. The District shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States. The Board Chair, the Clerk, and the Treasurer, being officers of the District charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates, and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the “gross proceeds” of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The District covenants and agrees to retain such records, make such determinations, file such reports and documents, and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 of the Regulations. The District shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

6.03. Not Private Activity Bonds. The District further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be determined to constitute “private activity bonds,” within the meaning of Sections 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder.

6.04. Not Qualified Tax-Exempt Obligations. The District shall not designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Section 7. Book-Entry System; Limited Obligation of District.

7.01. DTC. The Bonds shall be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its

successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the District, the Registrar, and the Paying Agent shall have no responsibility or obligation to any broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District, the Registrar, and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments shall be valid and effectual to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” shall refer to such new nominee of DTC; and upon receipt of such a notice, the Clerk shall promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The District has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the District with respect to the Bonds shall agree to take all action necessary for all representations of the District in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the District, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the District shall notify DTC, whereupon DTC shall notify the Participants, of the availability through DTC of Bond certificates. In such event the District shall issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the District shall issue and the Registrar shall authenticate Bond certificates in accordance with this resolution and the provisions hereof shall apply to the transfer, exchange, and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with

respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond shall be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Board Chair and Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. District Compliance with Provisions of Continuing Disclosure Certificate. The District hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the District for the prompt and full payment of the principal of and interest on the Bonds shall remain in full force and effect. The District may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

PURCHASE AGREEMENT

PROPOSAL FORM

The School Board
Independent School District No. 624 (White Bear Lake Area Schools), Minnesota (the "District")

March 14, 2022

RE: \$63,000,000* General Obligation School Building Bonds, Series 2022A (the "Bonds")
DATED: April 7, 2022

For all or none of the above Bonds, in accordance with the Terms of Proposal and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 67,742,433.85 (not less than \$63,315,000) plus accrued interest to date of delivery for fully registered Bonds bearing interest rates and maturing in the stated years as follows:

<u>5.00</u>	% due	2025	<u>5.00</u>	% due	2031	<u>4.00</u>	% due	2037
<u>5.00</u>	% due	2026	<u>4.00</u>	% due	2032	<u>3.00</u>	% due	2038
<u>5.00</u>	% due	2027	<u>3.00</u>	% due	2033	<u>3.00</u>	% due	2039
<u>5.00</u>	% due	2028	<u>3.00</u>	% due	2034	<u>3.00</u>	% due	2040
<u>5.00</u>	% due	2029	<u>4.00</u>	% due	2035			
<u>5.00</u>	% due	2030	<u>4.00</u>	% due	2036			

*The District reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2025 maturity, then the lowest rate that may be proposed for any later maturity is 2.50%.) All Bonds of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$1,260,000 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by EHLers no later than two hours after the proposal opening time. Wire transfer instructions will be provided to the winning bidder by EHLers after the tabulation of proposals. The District reserves the right to award the Bonds to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the District may award the Bonds to the bidder submitting the next best proposal provided such bidder agrees to such award. The Deposit will be retained by the District as liquidated damages if the proposal is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of EHLers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Terms of Proposal. This proposal is for prompt acceptance and is conditional upon delivery of said Bonds to The Depository Trust Company, New York, New York, in accordance with the Terms of Proposal. Delivery is anticipated to be on or about April 7, 2022.

This proposal is subject to the District's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Preliminary Official Statement for the Bonds.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the District with the reoffering price of the Bonds within 24 hours of the proposal acceptance.

This proposal is a firm offer for the purchase of the Bonds identified in the Terms of Proposal, on the terms set forth in this proposal form and the Terms of Proposal, and is not subject to any conditions, except as permitted by the Terms of Proposal.

By submitting this proposal, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: ☒ NO: ☐

If the competitive sale requirements are not met, we elect to use either the: 10% test, or the hold-the-offering-price rule to determine the issue price of the Bonds.

Account Manager: Wells Fargo Bank, National Association

By: Karl Kuro

Account Members:

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from April 7, 2022 of the above proposal is \$23,452,783.65 and the true interest cost (TIC) is 2.894 %.

The foregoing offer is hereby accepted by and on behalf of the School Board of Independent School District No. 624 (White Bear Lake Area Schools), Minnesota, on March 14, 2022.

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT B
FORM OF BOND

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

GENERAL OBLIGATION SCHOOL BUILDING BONDS
SERIES 2022A

No. R-____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
0.000%	February 1, 20__	April 7, 2022	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Independent School District No. 624 (White Bear Lake Area Schools), a duly organized and existing school district in Anoka, Ramsey, and Washington Counties, Minnesota (the “District”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Registrar, Paying Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

The District may elect on February 1, 2030, and on any date thereafter to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the District and in such order as the District shall determine. If less than all Bonds of a maturity are called for redemption, the District shall notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant shall then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the optional redemption date.

This Bond is one of an issue in the aggregate principal amount of \$63,000,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the School Board of the District (the “Board”) on March 14, 2022 (the “Resolution”), for the purpose of providing money to aid in financing the acquisition and betterment of school sites and facilities, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, pursuant to authority granted by the voters of the District at a duly called and regularly held special election on November 5, 2019. The principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the District are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the District in the event of any deficiency of ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The Board has not designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), relating to the disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

The District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, and to guarantee the payments of the principal of and interest on this Bond when due, pursuant to said statute.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the District shall cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed preliminary to and in the issuance of this Bond in order to make this Bond a valid and binding general obligation of the District in accordance with its terms, have been done, do exist, have happened, and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 624 (White Bear Lake Area Schools), Anoka, Ramsey, and Washington Counties, Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Board Chair and Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: April 7, 2022

**INDEPENDENT SCHOOL DISTRICT NO. 624
(WHITE BEAR LAKE AREA SCHOOLS), ANOKA,
RAMSEY, AND WASHINGTON COUNTIES,
MINNESOTA**

(Facsimile)
Board Chair

(Facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Its Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

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

Name and Address: _____

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

Please insert federal identification or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
April 7, 2022	Cede & Co. Federal ID #13-2555119	

EXHIBIT C

TAX LEVY SCHEDULE

TAX LEVY CALCULATION

Issue ID# 340615

Independent School District No. 624 (White Bear Lake Area Schools), MN

Dated Date: 4/7/2022

\$63,000,000 General Obligation School Building Bonds, Series 2022A

Call Date: 2/1/2030

Tax Levy		Tax		Bond Pay				
Year		Year		Year	Total P & I	Funds Available (1)	P & I @ 105%	Net Levy
2021	/	2022	/	2023	1,943,217.50	(1,943,217.50)	0.00	0.00
2022	/	2023	/	2024	2,379,450.00		2,498,422.50	2,498,422.50
2023	/	2024	/	2025	3,069,450.00		3,222,922.50	3,222,922.50
2024	/	2025	/	2026	2,619,950.00		2,750,947.50	2,750,947.50
2025	/	2026	/	2027	3,851,200.00		4,043,760.00	4,043,760.00
2026	/	2027	/	2028	4,035,200.00		4,236,960.00	4,236,960.00
2027	/	2028	/	2029	4,316,200.00		4,532,010.00	4,532,010.00
2028	/	2029	/	2030	4,273,700.00		4,487,385.00	4,487,385.00
2029	/	2030	/	2031	6,642,950.00		6,975,097.50	6,975,097.50
2030	/	2031	/	2032	6,508,200.00		6,833,610.00	6,833,610.00
2031	/	2032	/	2033	7,101,400.00		7,456,470.00	7,456,470.00
2032	/	2033	/	2034	7,024,000.00		7,375,200.00	7,375,200.00
2033	/	2034	/	2035	6,928,900.00		7,275,345.00	7,275,345.00
2034	/	2035	/	2036	6,799,100.00		7,139,055.00	7,139,055.00
2035	/	2036	/	2037	6,630,300.00		6,961,815.00	6,961,815.00
2036	/	2037	/	2038	6,463,900.00		6,787,095.00	6,787,095.00
2037	/	2038	/	2039	5,334,500.00		5,601,225.00	5,601,225.00
2038	/	2039	/	2040	5,273,600.00		5,537,280.00	5,537,280.00
Totals					91,195,217.50	(1,943,217.50)	93,714,600.00	93,714,600.00

(1) The following funds are available to pay the interest payment due 02/01/2023

Deposit to Debt Service Fund (Funds on Hand): 1,943,217.50

STATE OF MINNESOTA)
)
)
 COUNTIES OF ANOKA,)
 RAMSEY AND WASHINGTON) ss.
)
 INDEPENDENT SCHOOL)
 DISTRICT NO. 624)

I, the undersigned, being the duly qualified Clerk of Independent School District No. 624 (White Bear Lake Area Schools), Anoka, Ramsey, and Washington Counties, Minnesota (the “District”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of the School Board of the District held on the date specified above, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes insofar as they relate to the issuance and sale of the District’s General Obligation School Building Bonds, Series 2022A, in the original aggregate principal amount of \$63,000,000.

WITNESS My hand officially as such Clerk this _____ day of March 2022.

Clerk
 Independent School District No. 624
 (White Bear Lake Area Schools), Anoka, Ramsey, and
 Washington Counties, Minnesota

AGENDA ITEM: **Action on Purchase of City of Hugo Public Works Site**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Tim Wald, Assistant Superintendent for Finance and Operations;**
Dan Roeser, Director of Building Operations

BACKGROUND:

Currently, the District's grounds department is housed in the old bus garage scheduled to be demolished as part of the high school unification project. As a new space for the grounds equipment and staff, the District and City of Hugo have come to an agreement for the District to purchase the soon to be vacated Rice Lake Centre Public Works Facility.

Tim Wald, Assistant Superintendent for Finance and Operations, and Dan Roeser, Director of Building Operations, will explain the purchase agreement.

RECOMMENDED ACTION:

Approve the purchase of the City of Hugo Public Works Site. The Board authorizes the Superintendent and the Assistant Superintendent for Finance and Operations to sign all documents as necessary to acquire said property.

School Board Chair _____

Date: _____

School Board Clerk _____

Date: _____

MEMORANDUM OF OPTION RIGHT

This Memorandum is made this ____ day of _____, 202____, by and between City of Hugo, a Minnesota municipal corporation (Seller), and Independent School District No. 624, White Bear Lake (Buyer).

1. That the Seller and Buyer have entered into an Option Right executed on the _____ day of _____, 202__.
2. That the Purchase Agreement relates to the “Property”, which is described in Exhibit “A” attached hereto and hereby made a part hereof.
4. That the City of Hugo retains an option to repurchase the Property as set forth therein (Paragraph 16(a)).
5. That the Seller agrees not to sell or offer for sale the Property during the life of the Option or any extension thereof.

In witness whereof, this Memorandum of Option Right is executed on this _____ day of _____, 202__.

Buyer: City of Hugo

By: Tom Weidt
Its: Mayor

By: Michele Lindau
Its: Clerk

On this _____ day of _____, 2022, before me, a Notary Public, within and for said County and State, appeared ____ and _____, to me personally known, and who being by me first duly sworn, did say that they are respectively the _____ and _____ of the Independent School District No. 624, White Bear Lake, who executed the foregoing document by authority of the _____ of the Independent School District No. 624, White Bear Lake, and said _____ and _____ acknowledge said instrument to be the free act and deed of said Independent School District No. 624, White Bear Lake.

[illegible]

On this _____ day of _____, 2022, before me, a Notary Public, within and for said County and State, appeared Tom Weidt, Mayor and Michele Lindau, Clerk, to me personally known, and who being by me first duly sworn, did say that they are respectively the Mayor and Clerk of the City of Hugo, who executed the foregoing document by authority of the City Council of the City of Hugo, and said Mayor and Clerk acknowledge said instrument to be the free act and deed of said City of Hugo.

Notary Public

This Instrument was Drafted By:

David K. Snyder (#251392)
Johnson/Turner Legal
56 E. Broadway Avenue, Suite 206
Forest Lake, MN 55025
651-464-7292

PURCHASE, SALE AND OPTION RIGHT AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") entered into this ____ day of _____, 2022, by and between the City of Hugo ("Seller"), a municipal corporation and Independent School District No. 624, White Bear Lake, a public school corporation ("Buyer").

1. **Property Subject to Sale.** Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell, assign and convey, and Buyer agrees to purchase and accept from Seller, all of Seller's right, title and interest in and to the following described property (collectively, the "Property"):

- (a) The land and building located at 6900 137th Street North, Hugo, Minnesota, containing approximately 10 acres, together with all hereditaments and easements appurtenant thereto, legally described as: See Exhibit A;
- (b) All improvements and fixtures in, upon and under the land, including without limitation, the building located thereon containing approximately 25,400 square feet. (the "Improvements"); and
- (c) All Seller's right, title and interest in and to all assignable licenses, permits, certificates, approvals, authorizations and variances issued for or with respect to the Property by any governmental authority and/or third party to the extent assignable (the "Licenses").

2. **Purchase Price; Earnest Money.** The purchase price for the Property (the "Purchase Price") shall be One Million and No/100 Dollars (\$1,000,000.00). Buyer shall pay the Purchase Price as follows:

- (a) Earnest Money Deposit. As the earnest money deposit and in part payment of the Purchase Price, Buyer shall deposit into escrow with Closing Company of Buyer's Choosing (the "Title Company"), at the Closing Company's offices located at Address the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) within five (5) business days of the Effective Date of this Agreement (the "Earnest Money Deposit").
- (b) Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price (subject to adjustments, and the prorations and obligations of each party as set forth in this Agreement), in full to Seller at the Closing. Payment shall be made in immediately available U.S. funds.

3. **Seller's Deliverables and Buyer's Investigation.**

- (a) Seller's Deliverables. Within ten (10) days after the Effective Date hereof, Seller shall deliver to Buyer, to the extent said documents are within Seller's custody or control, true copies of the following records (or in the event the size or bulk of the items make it impractical to deliver, Seller shall make appropriate arrangements for Buyer to review such documents and records at a location reasonably acceptable to Buyer and Seller): (i) all building permits, surveys, site plans, architectural plans and elevations, development or marketing studies, certificates of occupancy, rental licenses, notices of completion, soil reports, engineering or laboratory or other technical reports relating to the Property or any condition on or affecting the Property; (ii) any and all environmental audits, tests or reports and other similar documents regarding the environmental condition of Property, and any other records or reports concerning the physical condition of the Property, including all Phase I, II, letters from the Minnesota Pollution Control Agency; (iii) geotechnical reports and plans; and (iv) building plans.
- (b) Title Insurance. Within ten (10) business days of the Effective Date, Seller, at its sole cost and expense, shall deliver to Buyer: (a) a current title insurance commitment issued by a Title Company of Buyer's choosing, including copies of all recorded exceptions to title referred to therein, and including searches covering bankruptcies, state and federal judgments and liens, real estate taxes, and levied and pending special assessments, committing to insure title to the Property in Buyer, in the amount of the Purchase Price, by issuance of a policy of title insurance; and (b) a current survey in a form acceptable to Buyer (hereafter, collectively, the "Title Commitment"). Buyer shall be responsible for any cost related to updating the survey. Buyer shall have ten (10) business days following receipt of the Title Commitment for examination of title and making of any objections; said objections shall be made in writing or are deemed to be waived. If any objection is made, Seller shall be allowed sixty (60) days to make title marketable. Pending correction of title the Closing and the payments due hereunder shall be postponed. Upon correction of title, and within ten (10) days written notice to Buyer, the Parties shall perform this Agreement according to its terms. If the title is not made marketable within sixty (60) days, this Agreement shall be null and void, at the option of the Buyer. If Buyer elects to cancel this Agreement for the reasons set forth in this section, then the Earnest Money Deposit shall be returned to Buyer.

- (c) Inspection of Property. For one hundred twenty (120) days following the date Seller delivers to Buyer all deliverables outlined in Section 3(a) (the “Due Diligence Period”), or any earlier date of termination of this Agreement, Buyer shall be permitted to investigate the Property and Improvements and all matters relevant to its acquisition, ownership, operation, value, use and enjoyment, all at its sole cost and expense. Such right of investigation shall include, without limitation, Buyer’s right to have made any studies, surveys, tests or inspections of the Property that Buyer may deem necessary or appropriate. Seller shall reasonably cooperate with such investigations, inspections, or studies made by Buyer. Buyer shall provide a minimum of twenty-four (24) hour notice to Seller of intent to access the Property, and Seller shall have the right to accompany Buyer during any and all such inspections. Seller shall grant Buyer and Buyer’s agents, employees, engineers, surveyors and consultants (collectively, “Buyer’s Designees”) reasonable access to the Property, and the right to make all engineering, soils, drainage and other studies, environmental audits and other investigations of all physical, economic and other aspects of the Property as Buyer may determine necessary or appropriate. Buyer is responsible for any damages caused by its inspection, tests, etc., and is required to return the Property and Improvements to the condition in which they existed prior to the inspections, tests, etc. During the Due Diligence Period, Buyer may terminate this Agreement for any reason and have all Earnest Money paid hereunder immediately refunded.
- (d) No Assumption of Liabilities. Buyer shall not assume any liability or obligation in connection with the Property, including, but not limited to, the following: (i) federal, state and local income, franchise, sales, payroll or other taxes (other than real estate taxes, water and sewer charges, which shall be prorated as of the Closing) of Seller or for which Seller is liable, including any interest and/or penalties thereon; (ii) any liability the existence of which would constitute a breach of any of Seller’s representations or warranties contained in this Agreement; (iii) the obligations or liabilities of Seller under any agreements including, but not limited to, any management, maintenance or other agreement relating directly or indirectly to the Property or its operation or any and all contracts; (iv) any litigation concerning any portion of the Property or the operation of the improvements (if any) filed or arising from events occurring prior to the Closing; (v) any issues relating to employees of Seller, including, without limitation, the payment of all employment taxes, FICA and other similar items; (vi) any sales tax relating to any transaction occurring prior to the Closing; and (vii) any liability or obligation of Seller which arises from acts, omissions, or occurrences that take place prior to the Closing; and Seller covenants and agrees that all such liabilities shall be paid in full by Seller as of Closing.

4. **Representations and Warranties.** Seller hereby warrants and represents to Buyer as follows:

- (a) To Seller's knowledge, and except as shown in the Title Commitment, there are not any special assessments or outstanding obligations (contingent or otherwise) (collectively "Assessments") with respect to the Property or any part thereof, nor are there any pending condemnation actions, nor has Seller any knowledge of any Assessments or condemnation actions being contemplated or threatened; nor has Seller received any notice of any possible Assessment; nor has any governmental agency served any notice on Seller or its agents requiring alteration or correction of any existing conditions of the Property;
- (b) To Seller's knowledge, there is no litigation pending or threatened against the Property and Seller has performed all obligations required to be performed of it in connection with the Property and Seller is not in default under any contract, agreement, lease, or other agreement relating to the Property;
- (c) This Agreement has been, and all the documents required in connection with the conveyance of the Property to be delivered by Seller to Buyer at Closing will be, duly authorized, executed, and delivered by Seller and are or will be legal, valid, and binding obligations of Seller and the conveyance of the Property will not violate any applicable statutes, ordinances, restrictions and/or agreements;
- (d) Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code and that Seller will furnish to Buyer, at or prior to Closing, an affidavit in form satisfactory to Buyer confirming the same;
- (e) There are no (nor will there be at Closing) any outstanding leases, agreements (except for the agreements referenced in Section 16 hereof), or contracts, which are not fully and completely cancelable by Seller;
- (f) The Improvements located on the Property conform with all applicable zoning laws and building codes and ordinances and are entirely within the boundary lines of the Property and Seller has no knowledge of any encroachment or projections by any structure upon the Property;

- (g) To Seller's knowledge, the Property has not been used for any disposal, storage, treatment, processing or other handling of, and there is otherwise no presence on the Property of, any Hazardous Materials in violation of Environmental Laws (hereinafter defined). As used herein, the term "Hazardous Material" shall mean any hazardous or toxic waste, substance or material in any composition or quantity (i) which violates any standards, guidelines, limitations or requirements arising under any federal, state or local law pertaining to environmental protection or established by any governmental authority ("Environmental Laws"), or (ii) which is customarily remediated, or recommended to be remediated, under prevailing standards in the environmental engineering industry;
- (h) To Seller's knowledge there are no easements or rights-of-way affecting any or all of the Property, except as shown on the Title Commitment and/or the Survey;
- (i) To Seller's knowledge, all installation and connection fees and charges for all utilities servicing the Property, including, without limitation, electricity, gas, water, sewer, and telephone have been paid in full;
- (j) Seller has no knowledge of any fact, condition, or action, presently contemplated, or threatened, which would or may result in the termination or impairment of access to and from the Property as such access presently exists, and to Seller's knowledge, Seller is not in violation of any easements, rights-of-way, conditions, covenants and restrictions, licenses or other agreements burdening the Property;
- (k) As of Closing, no persons or entities other than Buyer shall have any right to possession or use of the Property by, through or under Seller for any reason whatsoever, except for those rights of tenants conferred pursuant to the Assumed Leases;
- (l) Other than those agreements disclosed to Buyer in writing pursuant to Section 3(a), Seller has no knowledge of any service or other contracts, agreements or equipment leases relating to the operation, maintenance, service, repair or management of the Property;
- (m) To Seller's knowledge, at the Effective Date hereof and as of the Closing Date, all wiring, plumbing, and other mechanical equipment and systems used in connection with or located on the Property is in proper working order and condition.

Each of the representations, covenants and warranties contained in this Agreement are acknowledged by Seller to be material and to be relied upon by Buyer in proceeding with the transaction contemplated herein, shall be deemed to have been remade by Seller as of the Closing Date. The express representations and warranties made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing, and as such, shall survive the closing of this transaction. No representation or warranty made herein by Seller, nor any statement, information or document given or to be given by Seller to Buyer contains any untrue statement of material fact or omits to state a material fact necessary to make the statements contained herein not misleading.

5. Covenants of Seller. Seller hereby covenants to Buyer as follows:

- (a) Operation of the Property. Until Closing or the earlier termination of this Agreement, Seller shall:
 - (i) Not do anything, nor permit or suffer anything to be done, which would impair or modify the status of title as shown on the Title Commitment;
 - (ii) Operate and maintain the Property in substantially the same manner as it was being operated and maintained prior to this Agreement;
 - (iii) Promptly pay all utilities, charges, trade payables, and other operating expenses in the ordinary course of the operation of the Improvements and/or the Property, as the same become due and owing; and
- (b) Termination of Agreements. As of or prior to Closing, Seller shall terminate all service contracts, agreements, and/or contracts relating to the Property (except for the Assumed Leases), and Seller shall bear all termination fees or charges or other remaining obligations or liabilities attributable to these terminated agreements. Buyer may waive Seller's Termination of Agreements covenant upon written notice of the specific service contract, agreement, and/or contract which it does not want terminated.
- (c) Cooperation. Seller agrees to reasonably cooperate with Buyer after the Closing to provide for the orderly transition of ownership of the Improvements and Personal Property, including, without limitation, the communication with vendors and suppliers, employees, governmental authorities and other parties.'

6. Buyer's Representations, Warranties and Covenants.

- (a) Buyer is a public school corporation under the laws of the State of Minnesota and has full right, power, and authority to enter into this transaction.

- (b) The persons signing this Agreement on behalf of Buyer have been duly authorized to sign this Agreement and to bind the Buyer.
- (c) The signing of this Agreement, and the performance of the obligations and duties imposed upon Buyer by this Agreement, will not violate or cause a breach in any other agreement, arrangement, order or ordinance to which Buyer is a party or to which it is subject.

7. **Contingencies and Conditions to Closing.** During the Due Diligence Period, Buyer shall have the right to do the following, at its sole discretion, and to determine that the Property is satisfactory for its purposes:

- (a) Site Approval. Inspect the Property and determine that it is satisfactory for its intended use. Notwithstanding the above, Seller shall be under no obligation to make any repair or modification to the Property or the Improvements. Buyer is purchasing the Property and Improvements “as is”.
- (b) Environmental. Perform such environmental tests and inspections it deems fit. Buyer may, at its sole discretion, obtain environmental reports so that Buyer may assess the environmental condition of the Property. Buyer shall pay all costs and expenses relating to the testing of the Property and shall indemnify and hold Seller harmless from such expenses. Buyer shall obtain Seller’s prior written permission to conduct any invasive tests on the Property, and Seller shall not unreasonably withhold said permission. Buyer is responsible for any damages caused by its inspection, tests, etc., and is required to return the Property to the condition in which it existed prior to the inspections, tests, etc.
- (c) Regulatory and Land Use Approvals. Determine that zoning and other governmental requirements are sufficient to allow Buyer to conduct its intended business in the Property and, as necessary, obtain all licenses, permits, and other authorizations needed to operate school district grounds and maintenance department on the property intended by Buyer.
- (d) Plans and Drawings. Review all constructions plans, including architectural, mechanical, and electrical plans.
- (e) Records. Review the other records provided by Seller pursuant to section 3(a) of this Purchase Agreement.

- (f) Extension of Due Diligence Period. Buyer shall be entitled to a one-time reasonable extension of the Due Diligence period to meet the contingencies outlined above in this Section 7. Prior to the expiration of the Due Diligence Period, Buyer shall provide Seller with written notice of: (1) its election to extend the Due Diligence Period and (2) the amount of time it needs to meet the contingencies in Section 7 not to exceed an additional sixty (60) days.

8. Closing Date and Closing Documents.

- (a) Closing Date. The closing (the “Closing”) shall take place at Title Company of Buyer’s Choosing within thirty (30) days of the end of the Due Diligence Period (“Closing Date”). Seller shall deliver possession of the Property on the Closing Date.
- (b) Closing Documents. Seller shall deliver or cause to be delivered to Buyer at the Closing all documents necessary or desirable to complete the transaction contemplated hereby, including but not limited to, the following:
 - (i) Warranty Deed. A limited warranty deed conveying marketable title to Buyer, subject to the following exceptions: (a) building and zoning laws, ordinances and state and federal regulations; (b) utility and drainage easements which do not interfere with the Improvements; and (c) reservation of any mineral or mineral rights to the State of Minnesota; and
 - (ii) Bill of Sale. A bill of sale conveying to Buyer all of Seller’s right, title and interest in and to any Personal Property included in the sale, free of any and all liens, encumbrances, restrictions or other matters affecting title thereto; and
 - (iii) Easements. The Easement Agreements required by Section 16 hereof shall be delivered by Seller and Buyer in a mutually acceptable form.

9. Adjustments and Prorations. The following adjustments and prorations shall be made as of the Closing Date.

- (a) Taxes. Real Property taxes payable in the year of Closing shall be prorated to the Closing Date, with Seller responsible for the prorated costs prior to and including the Closing Date. Seller shall be responsible for special assessments levied or pending as of the Closing Date.
- (b) Utilities. All utilities in connection with the Property shall be prorated to the Closing Date.

- (c) Closing Costs. Seller shall pay the cost of recording any instruments required to discharge any liens or encumbrances against the Property, any real estate transfer or deed tax or fee applicable to the transaction contemplated herein and Seller's customary closing costs. Buyer shall pay for all premiums for Title Insurance, the fee for recording the Deed, any mortgage registration tax, and Buyer's customary closing costs. Each party shall pay for its own legal, accounting, or other advisors' costs. Buyer and Seller shall split escrow fees evenly.
- (d) Operating Expenses. All current operating expenses for the Real Property shall be prorated to the Closing Date.

10. **Casualty Damage.** In the event that the Property or any portion thereof shall be damaged by any casualty occurring prior to Closing, this Agreement shall be null and void, at Buyer's option, and all Earnest Money paid hereunder shall be immediately refunded to Buyer. Seller shall promptly give Buyer written notice of any such casualty occurrence. If Buyer elects to consummate the transaction, Buyer shall be entitled to any and all insurance proceeds payable to Seller as a result of such casualty, regardless of whether such proceeds are payable prior to, on or after the Closing Date. In the event Buyer elects to consummate this transaction, Seller agrees that it will not make any adjustment or settlement of any insurance proceeds without Buyer's prior written consent, which may be withheld in Buyer's discretion.

11. **Condemnation.** If prior to Closing there arises any actual or threatened condemnation or exercise of eminent domain for the taking of all or any part of the Property, or any actual or threatened proceeding for the closure or impairment of access to the Property, Seller shall promptly notify Buyer upon becoming aware of the same. Buyer at its election may then terminate this Agreement and the Earnest Money paid hereunder shall be immediately refunded to Buyer. If Buyer shall not elect to so terminate this Agreement, this Agreement shall remain in full force and effect in accordance with its other provisions and if the sale and purchase contemplated hereunder closes, Buyer shall be entitled to any and all condemnation awards or similar compensation payable to Seller as a result of such condemnation, regardless of whether such awards or compensation are payable prior to, on or after the Closing Date.

12. **Environmental.** In the event that Seller discloses actual or threatened contamination of the Property to Buyer or if Buyer's environmental testing discloses actual or threatened contamination, then Buyer, at its election, may either terminate this Agreement during the Due Diligence Period and receive a full refund of all Earnest Money paid or proceed with the transaction contemplated hereby.

13. **Broker and Commissions.** Each party agrees to defend, indemnify, hold the other harmless of and from any and all claims, loss, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the indemnified party arising out of, or resulting from, any claim by any broker or finder to the extent based upon any statement, representation or agreement made by the indemnifying party. The provisions of this Section 13 shall survive Closing.

14. **Default.**

- (a) Buyer Default. **IF BUYER FAILS TO CLOSE THE PURCHASE OF THE PROPERTY FOR ANY REASON OTHER THAN SELLER'S DEFAULT OR PURSUANT TO A REASON LISTED THIS AGREEMENT, THEN SELLER MAY, AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT AND RETAIN THE EARNST MONEY AS LIQUIDATED DAMAGES.**
- (b) Seller Default. **IF SELLER FAILS TO CLOSE THE SALE OF THE PROPERTY FOR ANY REASON OTHER THAN BUYER'S DEFAULT, THEN BUYER MAY, AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT AND HAVE THE EARNST MONEY RETURNED.**

15. **General Provisions.** The parties further agree as follows:

- (a). Time. Time is of the essence for this Agreement.
- (b) Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth herein.
- (d) Governing Law. This Agreement shall be construed and enforced in accordance with laws of the State of Minnesota.
- (e) Survival. All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged through the Closing, shall not be deemed merged into any instrument delivered at that Closing and shall remain fully enforceable thereafter and shall survive Closing to the extent and subject to the limitations otherwise provided in this Agreement. This shall include any provision of Paragraph 16 hereof.
- (f) Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, in person, by mail with postage prepaid or by overnight courier service, at the following addresses:

16. **Special Provisions.** The Agreement is subject to the following special provisions which shall survive closing and delivery of any deed herein:

- (a) Option Right to Repurchase. Seller shall have the right to repurchase the Property on the 15th, 20th and 25th anniversaries of the date hereof by giving Buyer three years' written advance notice of said election to repurchase. The repurchase price shall be at the Purchase Price set forth in paragraph two hereof, increased by 3% per year on an annually compounded basis. Said compounding to occur only after the 7th year following this Agreement. Should the seller exercise their right to repurchase the property the City and the District will work together to identify a suitable potential replacement site.
- (b) Use of Community Room. Buyer shall allow Hugo and its guests and invitees continued exclusive dominion and use of the community room on the Property. The purpose is to ensure open and ongoing use of the room for community purposes., It would be made available to community groups, the school district and the public for events, activities, celebrations, etc by the city, with reservations and scheduling handled by City staff. The City will adopt a policy acceptable to it for prioritization of use. The City will provide janitorial services for the room. The City may choose to maintain/replace or upgrade furniture and add A/V equipment or other amenities to the room. The School District will pay electricity, as the room is not metered separately and furnish at all times utility service to the room. The School District will not pay a fee to use the room.

- (c) Snow Removal – The City agrees to plow snow from District driveway and parking lots identified in the parking and access easement description.
- (d) Maintenance of Building and Grounds. The District agrees to maintain the building and grounds in good condition, reasonable wear and tear excepted provided, however, that reasonable wear and tear shall be periodically corrected.
- (e) Easement Agreements. Seller and Buyer shall execute and cause to be recorded the Trail, Parking and Access, Septic, and Drainage, Utility, and Well Easements and Memorandum of Option attached hereto as Exhibits B-F.

IF TO SELLER:

Hugo City Hall
14669 Fitzgerald Avenue North
Hugo, MN 55038
Attn: City Administrator

IF TO BUYER:

White Bear Lake Area Schools
4855 Bloom Avenue
White Bear Lake, MN 5110
Attn: Superintendent

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:

CITY OF HUGO

By: _____

Its: _____

By: _____

Its: _____

BUYER:

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

By: _____

Its: _____

By: _____

Its: _____

Legal description for property located at 6900 137th Street North:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

(top 3 inches reserved for recording)

DRAINAGE, UTILITY AND WELL EASEMENT AGREEMENT

This Drainage, Utility and Well Easement Agreement is entered into by and between Independent School District No. 624, White Bear Lake Area Schools (“Grantors”), and the City of Hugo, a municipal corporation under the laws of Minnesota (“Grantee”).

RECITALS

WHEREAS, Grantor has acquired property from Grantee; and

WHEREAS, Grantee requires a permanent drainage and utility easement over a portion of Grantor’s property, which portion is legally described in Exhibit A (“Drainage and Utility Easement Area”); and

WHEREAS, Grantee also requires a well easement over a portion of Grantor’s property, which portion is also legally described in Exhibit A (“Well Easement Area”); and

WHEREAS, Grantor agrees to grant a permanent drainage and utility easement and a well easement to Grantee according to the terms and conditions contained herein.

TERMS OF EASEMENT

NOW THEREOFRE, IN CONSIDERATION OF the foregoing and the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Drainage and Utility and Well Easements.** Grantor hereby grants and conveys to Grantee a permanent drainage and utility easement over, under, and across the area as described in the attached Exhibit A. Grantor also hereby grants and conveys to Grantor a permanent well easement over, under, and across the area described in Exhibit A.

2. **Scope of Drainage and Utility Easement.** The drainage and utility easement granted hereunder includes the right of Grantee, its contractors, agents, and employees to enter upon said premises at all reasonable times for the purposes of construction, grading, sloping, maintenance, and restoration purposes, and all purposes ancillary thereto, together with the right to remove trees, shrubs, or other vegetation in the Exhibit A Easement Area, as necessary to utilize the Easement Area for the intended drainage and utility purposes.

3. Scope of Well Easement. The well easement granted hereunder includes the right of Grantee, its contractors, agents, and employees to enter upon said premises at all reasonable times for the purpose of installation, reinstallation, service and maintenance of the well located in the Exhibit A Well Easement Area

4. Obligations to Maintenance and Repair. Grantee shall, at its own expense, maintain the stormwater pond and piping located in the Exhibit A Easement Area. Grantee shall also, at its expense, maintain the well located in the Exhibit A Well Easement Area.

5. Warranty of Title. Grantor warrants it is the owner of the property and has the right, title and capacity to convey to Grantee the easement described herein.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor and its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this ____ day of _____, 2022.

**Grantor: INDEPENDENT SCHOOL DISTRICT NO. 624, WHITE BEAR LAKE
AREA SCHOOLS**

School Board Chair

School Board Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Jessica Ellison, School Board Chair, and Angela Thompson, School Board Clerk, of Independent School District No. 624, on behalf of the District pursuant to the authority granted by the School Board.

Notary Public

Grantee: City of Hugo

By _____
Tom Weidt, Mayor

By _____
Michele Lindau, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared Tom Weidt, Mayor, and Michele Lindau, Clerk, of the City of Hugo, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Hugo by the authority of the City Council of the City of Hugo, and Tom Weidt and Michele Lindau acknowledge said instrument to be the free act and deed of said City of Hugo.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Rupp, Anderson, Squires & Waldspurger, P.A.
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402

EXHIBIT A

Legal Description of Drainage, Utility, and Well Easement:

A permanent easement for drainage & utility purposes over, under, and across the following described property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

Said permanent easement is described as follows:

Commencing at the southeast corner of the above described property; thence on an assumed bearing of North 00 degrees 59 minutes 13 seconds East, along the east line thereof, a distance of 109.01 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 55 seconds West, a distance of 42.00 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 166.32 feet; thence North 16 degrees 35 minutes 13 seconds West, a distance of 18.34 feet; thence North 85 degrees 42 minutes 15 seconds West, a distance of 192.90 feet; thence North 04 degrees 17 minutes 45 seconds East, a distance of 30.00 feet; thence South 85 degrees 42 minutes 15 seconds East, a distance of 131.04 feet; thence North 15 degrees 02 minutes 44 seconds West, a distance of 78.90 feet; thence North 65 degrees 12 minutes 04 seconds West, a distance of 174.91 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 132.99 feet; thence North 89 degrees 47 minutes 41 seconds West, a distance of 82.38 feet; thence North 71 degrees 17 minutes 09 seconds West, a distance of 156.39 feet; thence North 00 degrees 37 minutes 49 seconds East, a distance of 66.60 feet, to the north line of the above described property; thence South 89 degrees 51 minutes 55 seconds East, along said north line, a distance of 521.19 feet to the northeast corner of the above described property; thence South 00 degrees 59 minutes 13 seconds West, along the east line thereof, a distance of 616.99 feet to the point of beginning.

NON-EXCLUSIVE PARKING AND ACCESS EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PARKING AND ACCESS EASEMENT AGREEMENT is made on this day ____ of _____, 2022, by and between Independent School District No. 624, White Bear Lake Area Schools (“Grantor”) and the City of Hugo, a Minnesota municipal corporation, (“City”) or (“Grantee”).

RECITALS

WHEREAS, the City is the fee owner of real property located in Washington County, Minnesota, which contains varied recreational facilities that are maintained by the City (“Facilities”); and which property is legally described in the attached Exhibit A.

WHEREAS, Grantor is the owner of real property located in Washington County, Minnesota which includes a parking lot and is legally described in the Attached Exhibit B.

WHEREAS, the Exhibit A City Parcel abuts the Exhibit B Grantor Parcel;

WHEREAS, the City desires a non-exclusive easement for pedestrian and vehicular access and parking purposes over the Exhibit B Grantor Parcel to serve the City Parcel and the easement is described in Exhibit C and depicted in Exhibit D;

NOW, THEREFORE, for valuable consideration, the parties do hereby agree as follows:

1. **Easement**. Grantor hereby grants, creates and establishes for the benefit of the City Parcel, the City, its employees, agents, contractors, customers, guests, licensees, invitees, successors and assigns, a non-exclusive easement in, to, over, across and through the Grantor Parcel for the following purposes:

A. An easement to use the parking areas and drive aisles as currently constructed on the Grantor Parcel as described in Exhibit C, attached hereto ("Parking Lot") for the parking of vehicles and passage of vehicles and pedestrians and

B. An easement over, upon and across the various drive aisles within Grantor's Parcel to provide passage by vehicles and pedestrians to the City Parcel from the adjoining right of way.

2. **Rights and Responsibilities.** Use of the Grantor's Parcel pursuant to this Agreement is subject to the following rights, responsibilities, and limitations:

A. Grantor shall have the exclusive right to use Grantor's Reserved Parking Area and agrees to provide appropriate signage designating the parking spaces accordingly.

B. No changes to the layout of the Parking Lot or drive aisle within the Parking Lot shall be made by Grantor, unless the parties to this Agreement have amended the Agreement to address the rights to use of the revised parking areas and drive aisles.

3. **Construction and Maintenance.**

A. Duty to Maintain. Grantor shall be responsible for maintaining, improving and repairing the Parking Lot, to keep the Parking Lot in good repair. The foregoing obligations to maintain, repair and when necessary, replace the improvements, shall include without limitation; (i) keeping all portions of the Parking Lot in a clean and sanitary condition; (ii) keeping all marking and directional signs in the Parking Lot, if any, clear, distinct, and legible; and (iii) maintaining, patching, sealing, removing, and replacing the surface areas in the Parking Lot as reasonably necessary.

Snow Removal- The City agrees to plow snow from the District driveway and parking lots identified in the parking and access easement description.

B. No Barriers. No fence, division, rail, hedge, wall, planting, material, structure, or other obstruction of any type may be erected, permitted, or maintained within the Grantor Parcel, if doing so will interfere with the rights set forth in this Agreement, including access and use of the Parking Lot and access to the City parcel. The City shall have the right to remove any obstructions or structures not permitted by this Agreement.

4. **Indemnification.** Each Party shall indemnify, defend, and hold the other Party harmless from and against all claims, demands, actions, legal proceedings, causes of action and liability, or any nature (including without limitation costs and reasonable attorneys' fees), arising out of or relating to personal injury or damage to property occasioned by any action or omission of such party or the Party's tenant, subtenants,

agents, employees, licensees, invites, and permittees on the Parking Lot or arising out of or relating to the party's failure to comply with the terms of this Agreement. To the extent permitted by law, nothing in this Agreement shall be deemed a waiver of any limitation of liability or defenses by the City under Minnesota Statutes Chapter 466 of any other provision of law.

5. **Insurance.** Each party shall, at its own expense, maintain and keep in force comprehensive general liability insurance against claims for personal injury, death or property damage arising in connection with this Agreement in at least the limits set forth in Minnesota Statutes, section 466.04, as amended. The insurance coverage required under this Agreement shall extend to any liability of the Parties arising out of the above indemnities. The Parties shall provide proof of such insurance to each other upon written request. The Parties shall notify each other immediately if there is a lapse in insurance coverage.

6. **Real Estate Taxes.** Grantor shall be solely responsible for any real estate taxes and assessments on Grantor's Parcel.

7. **No Partnership or Joint Venture.** None of the terms or provisions of this Agreement shall be deemed to create the relationship of principal, agent, partnership, or joint venture between the Parties.

8. **Amendment.** This Agreement may only be amended, changed, or terminated by written agreement signed by the then existing owners of the Grantor Parcel and City Parcel.

9. **Waiver.** Failure to enforce any covenant or condition of this Agreement shall not be deemed to be a waiver of the right to do so after that. No waiver by any Party of any covenant or condition of this Agreement shall be effective or binding on the party unless made in writing and no waiver will be implied from any omission by a party to take action with respect to the covenant or condition. The express waiver of any covenant or condition will not be a waiver or any other covenant or condition to cover any other period of time except for the covenant or condition and the period of time specified in the express waiver.

10. **Covenant Running With Land.** This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of the City Parcel.

11. **Severability.** The invalidity of any portion of this Agreement shall not impair in any manner the validity, enforceability or effect of the rest of this Agreement.

12. **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

13. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Minnesota.

14. **Warranty of Title.** Grantor represents and warrants to the City that Grantor is the only owner of fee simple title to the Easement Area, and that there are no owners or mortgages, contract for deed, leases, rental agreements, occupancy agreements, or any other encumbrances or verbal or written agreements of any nature whatsoever affecting title to the Easement Area.

15. **Termination.** If the City decommissions the Exhibit A City Parcel for all public recreational purposes, this Easement Agreement shall automatically terminate.

[Remainder of page intentionally left blank.]
[Signature pages to follow]

IN TESTIMONY WHEREOF, the parties have executed this Agreement this ____ day of _____, 2022.

Grantor: INDEPENDENT SCHOOL DISTRICT NO. 624, WHITE BEAR LAKE AREA SCHOOLS

School Board Chair

School Board Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Jessica Ellison , School Board Chair, and Angela Thompson, School Board Clerk, of Independent School District No. 624, on behalf of the District pursuant to the authority granted by the School Board.

Notary Public

Grantee: City of Hugo

By _____ By _____
Tom Weidt, Mayor Michele Lindau, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared Tom Weidt, Mayor, and Michele Lindau, Clerk, of the City of Hugo, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Hugo by the authority of the City Council of the City of Hugo, and Tom Weidt and Michele Lindau acknowledge said instrument to be the free act and deed of said City of Hugo.

Notary Public

DRAFTED BY:
Rupp, Anderson, Squires & Waldspurger, P.A.
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402
(612) 436-4300

EXHIBIT A

Legal Description of City of Hugo (Grantee) Property:

The North one-half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), except that part described as follows:

Beginning at a point on the South line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, distant 400 feet West of the Southeast corner thereof; thence East 400 feet to said Southeast corner; thence Northerly along the East line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; 1,322 feet, more or less to the Northeast corner of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence Westerly along the North line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ 260 feet; thence Southwesterly 1,334 feet, more or less to the point of beginning, according to the United States Government Survey thereof, Washington County, Minnesota.

EXCEPT the South 725.92 feet of the West 600.00 feet thereof.

EXHIBIT B

Legal Description of ISD #624, White Bear Lake Area Schools (Grantor) Property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

EXHIBIT C

Legal Description of Parking and Access Easement:

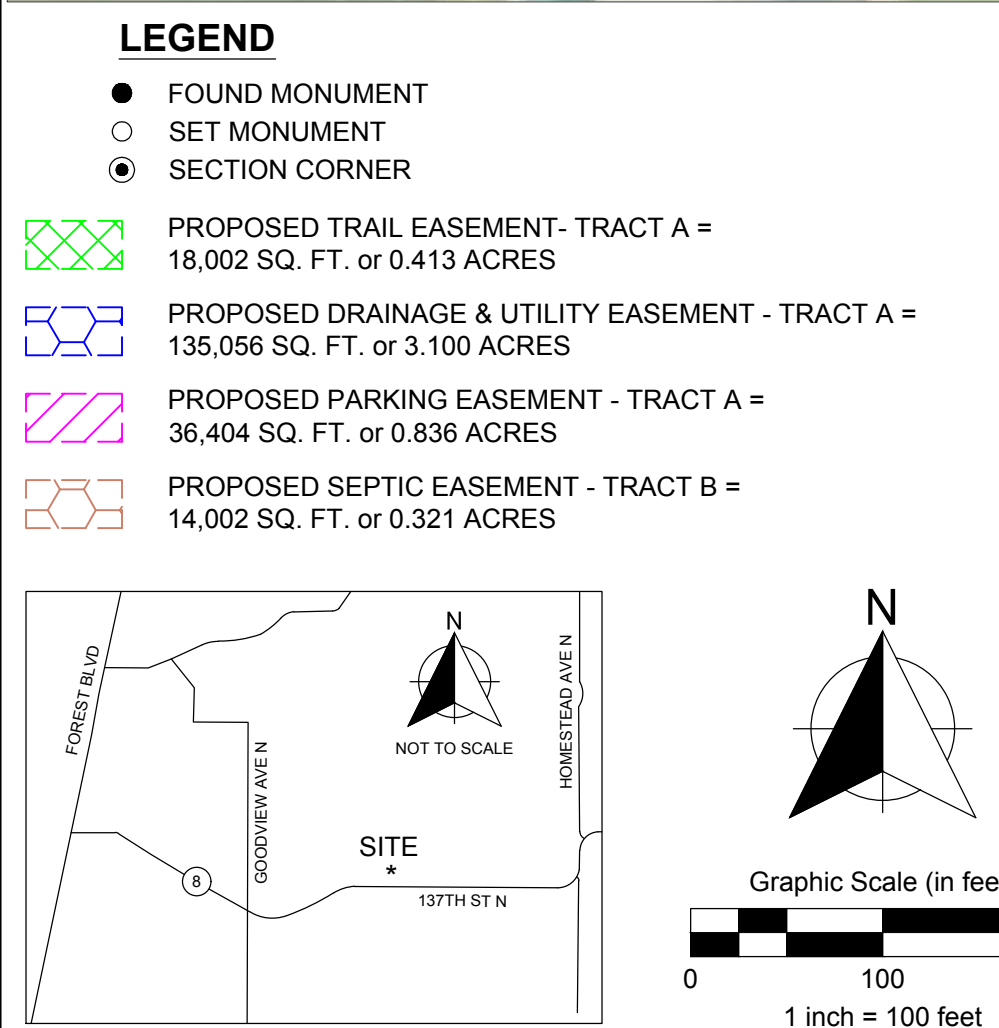
A permanent easement for parking purposes over, under, and across the following described property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

Said permanent easement is described as follows:

Commencing at the southeast corner of the above described property; thence on an assumed bearing of North 00 degrees 59 minutes 13 seconds East, along the east line thereof, a distance of 96.01 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 55 seconds West, a distance of 320.04 feet; thence South 00 degrees 59 minutes 13 seconds West, a distance of 96.01 feet, to the south line of the above described property; thence North 89 degrees 51 minutes 55 seconds West, along said south line, a distance of 40.00 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 126.01 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 190.02 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 170.02 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 128.01 feet; thence South 00 degrees 59 minutes 13 seconds West, a distance of 170.02 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 42.00 feet, to the east line of the above described property; thence South 00 degrees 59 minutes 13 seconds West, along said east line, a distance of 30.00 feet to the point of beginning.

CERTIFICATE OF SURVEY
6900 137TH ST N, HUGO, MINNESOTA



PROPERTY DESCRIPTION

The North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), except that part described as follows:
Beginning at a point on the South line of said North ½ of the Northeast ¼, distant 400 feet West of the Southeast corner thereof, thence East 400 feet to said Southeast corner; thence Northerly along the East line of said North ½ of the Northeast ¼, 1,322 feet, more or less to the Northeast corner of said North ½ of the Northeast ¼; thence Westerly along the North line of said North ½ of the Northeast ¼ 260 feet; thence Southwesterly 1,334 feet, more or less to the point of beginning, according to the United States Government Survey thereof, Washington County, Minnesota.

PROPERTY SUMMARY

- Subject property's address is 6900 137th St N, Hugo, MN, 55038.
- Subject property's property identification numbers are 28.031.21.12.0001 an 28.031.21.12.0002.
- The gross area of the subject property is 3,060,880 Square Feet or 70.268 acres.
- The subject property is zoned (AG) Agricultural, per the City of Hugo Zoning Map, dated May 2020.

SURVEY NOTES

- The bearing system is based on the Washington County Coordinate System, NAD83 (1986 Adjust), having an assumed bearing of S89°54'43"E for the North line of the Northeast Quarter of Section 28, Township 31 North, Range 21 West.
- Field work was completed on 8/10/2020.

AREAS

Proposed Tract A = 435,600 Square Feet or 10.000 acres
Existing Highway Easement (137th St N) = 36,004 Square Feet or 0.827 acres
Proposed Tract A (Less Existing Highway Easement (137th St N)) = 399,596 Square Feet or 9.173 acres
Proposed Tract B = 2,625,280 Square Feet or 60.268 acres
Existing Highway Easement (137th St N) = 93,845 Square Feet or 2.154 acres
Proposed Tract B (Less Existing Highway Easement (137th St N)) = 2,531,435 Square Feet or 58.114 acres

PROPOSED PROPERTY DESCRIPTION - TRACT A

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

PROPOSED PROPERTY DESCRIPTION - TRACT B

The North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), except that part described as follows:
Beginning at a point on the South line of said North ½ of the Northeast ¼, distant 400 feet West of the Southeast corner thereof, thence East 400 feet to said Southeast corner; thence Northerly along the East line of said North ½ of the Northeast ¼, 1,322 feet, more or less to the Northeast corner of said North ½ of the Northeast ¼; thence Westerly along the North line of said North ½ of the Northeast ¼ 260 feet; thence Southwesterly 1,334 feet, more or less to the point of beginning, according to the United States Government Survey thereof, Washington County, Minnesota.

EXCEPT the South 725.92 feet of the West 600.00 feet thereof.

PROPOSED TRAIL EASEMENT DESCRIPTION - TRACT A

A permanent easement for trail purposes over, under, and across the North 30 feet of the South 90 feet of the following described property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

PROPOSED PARKING EASEMENT DESCRIPTION - TRACT A

A permanent easement for parking purposes over, under, and across the following described property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

Said permanent easement is described as follows:

Commencing at the southeast corner of the above described property; thence on an assumed bearing of North 00 degrees 59 minutes 13 seconds East, along the east line thereof, a distance of 96.01 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 55 seconds West, a distance of 320.04 feet; thence South 00 degrees 59 minutes 13 seconds West, a distance of 96.01 feet, to the south line of the above described property; thence North 89 degrees 51 minutes 55 seconds West, along said south line, a distance of 40.00 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 126.01 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 190.02 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 170.02 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 128.01 feet; thence South 00 degrees 59 minutes 13 seconds West, a distance of 170.02 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 42.00 feet, to the east line of the above described property; thence South 00 degrees 59 minutes 13 seconds West, along said east line, a distance of 30.00 feet to the point of beginning.

PROPOSED DRAINAGE & UTILITY EASEMENT DESCRIPTION - TRACT A

A permanent easement for drainage & utility purposes over, under, and across the following described property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

Said permanent easement is described as follows:

Commencing at the southeast corner of the above described property; thence on an assumed bearing of North 00 degrees 59 minutes 13 seconds East, along the east line thereof, a distance of 109.01 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 55 seconds West, a distance of 42.00 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 166.32 feet; thence North 16 degrees 35 minutes 13 seconds West, a distance of 18.34 feet; thence North 85 degrees 42 minutes 15 seconds West, a distance of 192.90 feet; thence North 04 degrees 17 minutes 45 seconds East, a distance of 30.00 feet; thence South 85 degrees 42 minutes 15 seconds East, a distance of 131.04 feet; thence North 15 degrees 02 minutes 44 seconds West, a distance of 78.90 feet; thence North 65 degrees 12 minutes 04 seconds West, a distance of 174.91 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 132.99 feet; thence North 89 degrees 47 minutes 41 seconds West, a distance of 82.38 feet; thence North 71 degrees 17 minutes 09 seconds West, a distance of 156.39 feet; thence North 00 degrees 59 minutes 49 seconds East, a distance of 68.60 feet, to the north line of the above described property; thence South 89 degrees 51 minutes 55 seconds East, along said north line, a distance of 521.19 feet to the northeast corner of the above described property; thence South 00 degrees 59 minutes 13 seconds West, along the east line thereof, a distance of 616.99 feet to the point of beginning.

PROPOSED SEPTIC EASEMENT DESCRIPTION - TRACT B

A permanent easement for septic purposes over, under, and across the following described property:

The North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), except that part described as follows:
Beginning at a point on the South line of said North ½ of the Northeast ¼, distant 400 feet West of the Southeast corner thereof; thence East 400 feet to said Southeast corner; thence Northerly along the East line of said North ½ of the Northeast ¼, 1,322 feet, more or less to the Northeast corner of said North ½ of the Northeast ¼; thence Westerly along the North line of said North ½ of the Northeast ¼ 260 feet; thence Southwesterly 1,334 feet, more or less to the point of beginning, according to the United States Government Survey thereof, Washington County, Minnesota.

EXCEPT the South 725.92 feet of the West 600.00 feet thereof.

Said permanent easement is more particularly described as follows:

The North 140.00 feet of the South 275.00 feet of the East 100.00 feet of the West 700.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

EXHIBIT D



WSB PROJECT NO.:
016280-000

SCALE: 1" = 100'
DRAWN BY: JRH
SURVEY BY: KK/TH
CHECK BY: JRH

REVISIONS

CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEY PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 8/18/20 LIC. NO.: 58013
Jeremy R. Honga

PROJECT: 2318 ST. CROIX TRAIL

CLIENT: CITY OF HUGO

LOCATION: HUGO, MINNESOTA

CERTIFICATE
OF SURVEY
-
LOT SPLIT
-
PROPOSED EASEMENTS

SHEET
1 OF 1

MEMORANDUM OF OPTION RIGHT

This Memorandum is made this ____ day of _____, 202____, by and between City of Hugo, a Minnesota municipal corporation (Seller), and Independent School District No. 624, White Bear Lake (Buyer).

1. That the Seller and Buyer have entered into an Option Right executed on the _____ day of _____, 202__.
2. That the Purchase Agreement relates to the “Property”, which is described in Exhibit “A” attached hereto and hereby made a part hereof.
4. That the City of Hugo retains an option to repurchase the Property as set forth therein (Paragraph 16(a)).
5. That the Seller agrees not to sell or offer for sale the Property during the life of the Option or any extension thereof.

In witness whereof, this Memorandum of Option Right is executed on this _____ day of _____, 202__.

Buyer: City of Hugo

By: Tom Weidt
Its: Mayor

By: Michele Lindau
Its: Clerk

On this _____ day of _____, 2022, before me, a Notary Public, within and for said County and State, appeared ____ and _____, to me personally known, and who being by me first duly sworn, did say that they are respectively the _____ and _____ of the Independent School District No. 624, White Bear Lake, who executed the foregoing document by authority of the _____ of the Independent School District No. 624, White Bear Lake, and said _____ and _____ acknowledge said instrument to be the free act and deed of said Independent School District No. 624, White Bear Lake.

[illegible]

On this _____ day of _____, 2022, before me, a Notary Public, within and for said County and State, appeared Tom Weidt, Mayor and Michele Lindau, Clerk, to me personally known, and who being by me first duly sworn, did say that they are respectively the Mayor and Clerk of the City of Hugo, who executed the foregoing document by authority of the City Council of the City of Hugo, and said Mayor and Clerk acknowledge said instrument to be the free act and deed of said City of Hugo.

Notary Public

This Instrument was Drafted By:

David K. Snyder (#251392)
Johnson/Turner Legal
56 E. Broadway Avenue, Suite 206
Forest Lake, MN 55025
651-464-7292

SEPTIC EASEMENT

This Septic Easement (hereinafter “Easement”), made this ____ day of _____, 2022, by and between the City of Hugo, a municipal corporation under the laws of Minnesota (“Grantor”); and Independent School District No. 624, White Bear Lake Area Schools, a public school corporation under the laws of Minnesota (“Grantee”).

WHEREAS, a septic system is located on Grantor’s property, which system serves a building located on Grantee’s property, which is adjacent to Grantor’s property.

WHEREAS, Grantor agrees to convey to Grantee an easement as further described herein and Grantee agrees to accept said Easement according to the terms and conditions contained herein; and

WHEREAS, said Easement provided by the Grantor does not convey ownership of lands within the easement area to the Grantee.

NOW THEREFORE, in consideration of mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to as follows:

TERMS OF EASEMENTS

- 1.) Grant of Easement. Grantor grants and conveys to the Grantee the Easement legally described in Exhibit A and depicted on the attached Exhibit B.
- 2.) Scope of Easement. The perpetual non-exclusive Easement granted herein includes the right of the Grantee, its contractor, agents, and employees to reconstruct, operate, maintain, inspect, alter and repair within the described easement, a septic system that serves Grantee’s adjacent property. The Grantee is responsible for maintenance of the septic system.
- 3.) Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title, and capacity to convey it the Grantee the easements herein.

Notary Public

**Grantee: INDEPENDENT SCHOOL DISTRICT NO. 624, WHITE BEAR LAKE
AREA SCHOOLS**

School Board Chair

School Board Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Jessica Ellison, School Board Chair, and Angela Thompson, School Board Clerk, of Independent School District No. 624, on behalf of the District pursuant to the authority granted by the School Board.

Notary Public

This instrument was drafted by:

Rupp, Anderson, Squires & Waldspurger, P.A.
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402

EXHIBIT A

Legal Description of Septic Easement:

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The North one-half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), except that part described as follows:

Beginning at a point on the South line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, distant 400 feet West of the Southeast corner thereof; thence East 400 feet to said Southeast corner; thence Northerly along the East line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; 1,322 feet, more or less to the Northeast corner of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; thence Westerly along the North line of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ 260 feet; thence Southwesterly 1,334 feet, more or less to the point of beginning, according to the United States Government Survey thereof, Washington County, Minnesota.

EXCEPT the South 725.92 feet of the West 600.00 feet thereof.

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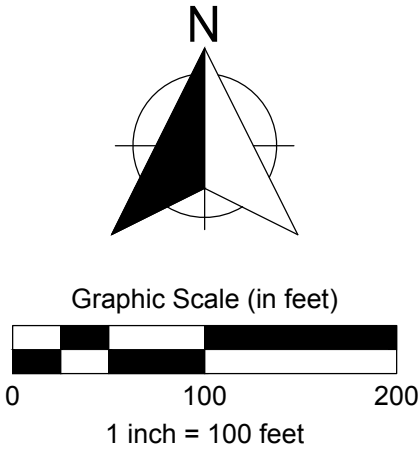
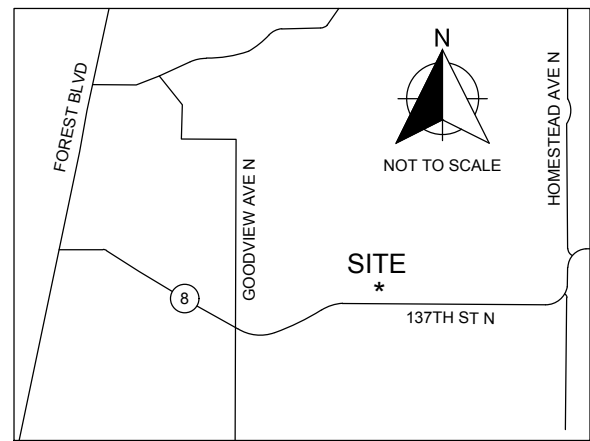
CERTIFICATE OF SURVEY
6900 137TH ST N, HUGO, MINNESOTA



LEGEND

- FOUND MONUMENT
- SET MONUMENT
- SECTION CORNER

- PROPOSED TRAIL EASEMENT- TRACT A = 18,002 SQ. FT. or 0.413 ACRES
- PROPOSED DRAINAGE & UTILITY EASEMENT - TRACT A = 135,056 SQ. FT. or 3.100 ACRES
- PROPOSED PARKING EASEMENT - TRACT A = 36,404 SQ. FT. or 0.836 ACRES
- PROPOSED SEPTIC EASEMENT - TRACT B = 14,002 SQ. FT. or 0.321 ACRES



PROPERTY DESCRIPTION

The North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), except that part described as follows:
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PROPERTY SUMMARY

- Subject property's address is 6900 137th St N, Hugo, MN, 55038.
- Subject property's property identification numbers are 28.031.21.12.0001 an 28.031.21.12.0002.
- The gross area of the subject property is 3,060,880 Square Feet or 70.268 acres.
- The subject property is zoned (AG) Agricultural, per the City of Hugo Zoning Map, dated May 2020.

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- Field work was completed on 8/10/2020.

AREAS

Proposed Tract A = 435,600 Square Feet or 10.000 acres
Existing Highway Easement (137th St N) = 36,004 Square Feet or 0.827 acres
Proposed Tract A (Less Existing Highway Easement (137th St N)) = 399,596 Square Feet or 9.173 acres
Proposed Tract B = 2,625,280 Square Feet or 60.268 acres
Existing Highway Easement (137th St N) = 93,845 Square Feet or 2.154 acres
Proposed Tract B (Less Existing Highway Easement (137th St N)) = 2,531,435 Square Feet or 58.114 acres

PROPOSED PROPERTY DESCRIPTION - TRACT A

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

PROPOSED PROPERTY DESCRIPTION - TRACT B

The North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), except that part described as follows:
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EXCEPT the South 725.92 feet of the West 600.00 feet thereof.

PROPOSED TRAIL EASEMENT DESCRIPTION - TRACT A

A permanent easement for trail purposes over, under, and across the North 30 feet of the South 90 feet of the following described property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

PROPOSED PARKING EASEMENT DESCRIPTION - TRACT A

A permanent easement for parking purposes over, under, and across the following described property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

Said permanent easement is described as follows:

Commencing at the southeast corner of the above described property; thence on an assumed bearing of North 00 degrees 59 minutes 13 seconds East, along the east line thereof, a distance of 96.01 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 55 seconds West, a distance of 320.04 feet; thence South 00 degrees 59 minutes 13 seconds West, a distance of 96.01 feet, to the south line of the above described property; thence North 89 degrees 51 minutes 55 seconds West, along said south line, a distance of 40.00 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 126.01 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 190.02 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 170.02 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 128.01 feet; thence South 00 degrees 59 minutes 13 seconds West, a distance of 170.02 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 42.00 feet, to the east line of the above described property; thence South 00 degrees 59 minutes 13 seconds West, along said east line, a distance of 30.00 feet to the point of beginning.

PROPOSED DRAINAGE & UTILITY EASEMENT DESCRIPTION - TRACT A

A permanent easement for drainage & utility purposes over, under, and across the following described property:

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Said permanent easement is described as follows:

Commencing at the southeast corner of the above described property; thence on an assumed bearing of North 00 degrees 59 minutes 13 seconds East, along the east line thereof, a distance of 109.01 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 55 seconds West, a distance of 42.00 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 166.32 feet; thence North 16 degrees 35 minutes 13 seconds West, a distance of 18.34 feet; thence North 85 degrees 42 minutes 15 seconds West, a distance of 192.90 feet; thence North 04 degrees 17 minutes 45 seconds East, a distance of 30.00 feet; thence South 85 degrees 42 minutes 15 seconds East, a distance of 131.04 feet; thence North 15 degrees 02 minutes 44 seconds West, a distance of 78.90 feet; thence North 65 degrees 12 minutes 04 seconds West, a distance of 174.91 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 132.99 feet; thence North 89 degrees 47 minutes 41 seconds West, a distance of 82.38 feet; thence North 71 degrees 17 minutes 09 seconds West, a distance of 156.39 feet; thence North 00 degrees 59 minutes 49 seconds East, a distance of 68.60 feet, to the north line of the above described property; thence South 89 degrees 51 minutes 55 seconds East, along said north line, a distance of 521.19 feet to the northeast corner of the above described property; thence South 00 degrees 59 minutes 13 seconds West, along the east line thereof, a distance of 616.99 feet to the point of beginning.

PROPOSED SEPTIC EASEMENT DESCRIPTION - TRACT B

A permanent easement for septic purposes over, under, and across the following described property:

The North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), except that part described as follows:
Beginning at a point on the South line of said North ½ of the Northeast ¼, distant 400 feet West of the Southeast corner thereof; thence East 400 feet to said Southeast corner; thence Northerly along the East line of said North ½ of the Northeast ¼, 1,322 feet, more or less to the Northeast corner of said North ½ of the Northeast ¼; thence Westerly along the North line of said North ½ of the Northeast ¼ 260 feet; thence Southwesterly 1,334 feet, more or less to the point of beginning, according to the United States Government Survey thereof, Washington County, Minnesota.

EXCEPT the South 725.92 feet of the West 600.00 feet thereof.

Said permanent easement is more particularly described as follows:

The North 140.00 feet of the South 275.00 feet of the East 100.00 feet of the West 700.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

EXHIBIT B



WSB PROJECT NO.:
016280-000

SCALE: 1" = 100'
DRAWN BY: JRH
SURVEY BY: KK/TH
CHECK BY: JRH

REVISIONS

CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEY PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 8/18/20 LIC. NO.: 58013
Jeremy R. Honga

PROJECT: 2318 ST. CROIX TRAIL
CLIENT: CITY OF HUGO
LOCATION: HUGO, MINNESOTA

CERTIFICATE OF SURVEY
-
LOT SPLIT
-
PROPOSED EASEMENTS

SHEET
1 OF 1

TRAIL AND UTILITY EASEMENT

This Trail and Utility Easement (hereinafter “Easement”), is made this ____ day of _____, 2022, by and between Independent School District No. 624, White Bear Lake Area Schools (“Grantor”) and the City of Hugo, a municipal corporation under the laws of Minnesota (“Grantee”).

WHEREAS, Grantor agrees to convey to Grantee an easement for trail and utility purposes herein and Grantee agrees to accept said Easement according to the terms and conditions contained herein; and

WHEREAS, Grantor is the fee owner of certain property in Washington County, Minnesota, legally described on the attached Exhibit A (“Property”); and

WHEREAS, said Easement provided by the Grantor does not convey ownership of lands within the easement area to the Grantee.

NOW THEREFORE, in consideration of mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to as follows:

TERMS OF EASEMENTS

- 1.) Grant of Easements. Grantor grants and conveys to the Grantee the Trail and Utility Easement legally described in Exhibit B and depicted on the Exhibit C.
- 2.) Scope of Easements. The perpetual non-exclusive Easement granted herein includes the right of the Grantee, its contractor, agents, and employees to locate, install, construct, reconstruct, operate, maintain, inspect, alter and repair within the described easement area any of the following facilities and amenities: public utilities, sidewalk or trail, trail signage and any other trail related structure.
- 3.) Trail Use and Purposes. This Easement is for public trail and utility purposes only. Trails shall be open to the general public, and shall be used exclusively for outdoor recreation and commuting including but not limited to walking, jogging, skating, biking, and uses allowed under State and Federal law including, but not limited to, other personal driven mobility devices (OPDMD’s) and electric

personal assistive devices. In addition, motor vehicles used for maintenance, law enforcement other public uses will be permitted within the Easement area in emergency situations, when pertinent to the specific maintenance or patrol activity, when motor vehicles legally operate on the street, and/or when an adjacent roadway does not exist.

- 4.) Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title, and capacity to convey it the Grantee the easements herein.
- 5.) Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

In witness whereof, the said parties have caused this instrument to be executed on the date and year first written above.

**Grantor: INDEPENDENT SCHOOL DISTRICT NO. 624, WHITE BEAR LAKE
AREA SCHOOLS**

School Board Chair

School Board Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2022, by Jessica Ellison, School Board Chair, and Angela Thompson,
School Board Clerk, of Independent School District No. 624, on behalf of the District
pursuant to the authority granted by the School Board.

Notary Public

Grantee: City of Hugo

By _____ By _____
Tom Weidt, Mayor Michele Lindau, Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared Tom Weidt, Mayor, and Michele Lindau, Clerk, of the City of Hugo, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Hugo by the authority of the City Council of the City of Hugo, and Tom Weidt and Michele Lindau acknowledge said instrument to be the free act and deed of said City of Hugo.

Notary Public

This instrument was drafted by:

Rupp, Anderson, Squires & Waldspurger, P.A.
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402

EXHIBIT A

Legal Description of White Bear Lake Area Schools ISD #624 (Grantor) Property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

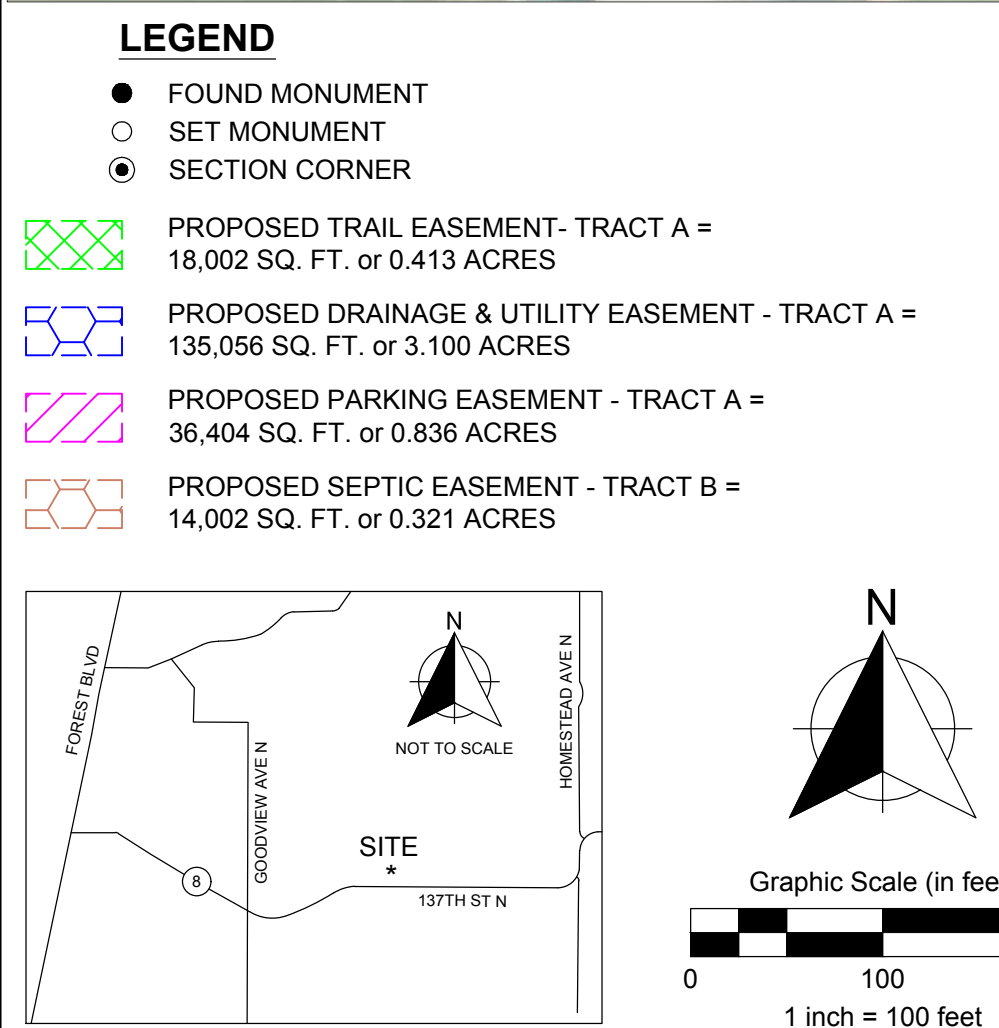
EXHIBIT B

Legal Description of Trail Easement:

A permanent easement for trail purposes over, under, and across the North 30 feet of the South 90 feet of the following described property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

CERTIFICATE OF SURVEY
6900 137TH ST N, HUGO, MINNESOTA



PROPERTY DESCRIPTION

The North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), except that part described as follows:
Beginning at a point on the South line of said North ½ of the Northeast ¼, distant 400 feet West of the Southeast corner thereof, thence East 400 feet to said Southeast corner; thence Northerly along the East line of said North ½ of the Northeast ¼, 1,322 feet, more or less to the Northeast corner of said North ½ of the Northeast ¼; thence Westerly along the North line of said North ½ of the Northeast ¼ 260 feet; thence Southwesterly 1,334 feet, more or less to the point of beginning, according to the United States Government Survey thereof, Washington County, Minnesota.

PROPERTY SUMMARY

- Subject property's address is 6900 137th St N, Hugo, MN, 55038.
- Subject property's property identification numbers are 28.031.21.12.0001 an 28.031.21.12.0002.
- The gross area of the subject property is 3,060,880 Square Feet or 70.268 acres.
- The subject property is zoned (AG) Agricultural, per the City of Hugo Zoning Map, dated May 2020.

SURVEY NOTES

- The bearing system is based on the Washington County Coordinate System, NAD83 (1986 Adjust), having an assumed bearing of S89°54'43"E for the North line of the Northeast Quarter of Section 28, Township 31 North, Range 21 West.
- Field work was completed on 8/10/2020.

AREAS

Proposed Tract A = 435,600 Square Feet or 10.000 acres
Existing Highway Easement (137th St N) = 36,004 Square Feet or 0.827 acres
Proposed Tract A (Less Existing Highway Easement (137th St N)) = 399,596 Square Feet or 9.173 acres
Proposed Tract B = 2,625,280 Square Feet or 60.268 acres
Existing Highway Easement (137th St N) = 93,845 Square Feet or 2.154 acres
Proposed Tract B (Less Existing Highway Easement (137th St N)) = 2,531,435 Square Feet or 58.114 acres

PROPOSED PROPERTY DESCRIPTION - TRACT A

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

PROPOSED PROPERTY DESCRIPTION - TRACT B

The North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), except that part described as follows:
Beginning at a point on the South line of said North ½ of the Northeast ¼, distant 400 feet West of the Southeast corner thereof, thence East 400 feet to said Southeast corner; thence Northerly along the East line of said North ½ of the Northeast ¼, 1,322 feet, more or less to the Northeast corner of said North ½ of the Northeast ¼; thence Westerly along the North line of said North ½ of the Northeast ¼ 260 feet; thence Southwesterly 1,334 feet, more or less to the point of beginning, according to the United States Government Survey thereof, Washington County, Minnesota.

EXCEPT the South 725.92 feet of the West 600.00 feet thereof.

PROPOSED TRAIL EASEMENT DESCRIPTION - TRACT A

A permanent easement for trail purposes over, under, and across the North 30 feet of the South 90 feet of the following described property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

PROPOSED PARKING EASEMENT DESCRIPTION - TRACT A

A permanent easement for parking purposes over, under, and across the following described property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

Said permanent easement is described as follows:

Commencing at the southeast corner of the above described property; thence on an assumed bearing of North 00 degrees 59 minutes 13 seconds East, along the east line thereof, a distance of 96.01 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 55 seconds West, a distance of 320.04 feet; thence South 00 degrees 59 minutes 13 seconds West, a distance of 96.01 feet, to the south line of the above described property; thence North 89 degrees 51 minutes 55 seconds West, along said south line, a distance of 40.00 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 126.01 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 190.02 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 170.02 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 128.01 feet; thence South 00 degrees 59 minutes 13 seconds West, a distance of 170.02 feet; thence South 89 degrees 51 minutes 55 seconds East, a distance of 42.00 feet, to the east line of the above described property; thence South 00 degrees 59 minutes 13 seconds West, along said east line, a distance of 30.00 feet to the point of beginning.

PROPOSED DRAINAGE & UTILITY EASEMENT DESCRIPTION - TRACT A

A permanent easement for drainage & utility purposes over, under, and across the following described property:

The South 725.92 feet of the West 600.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

Said permanent easement is described as follows:

Commencing at the southeast corner of the above described property; thence on an assumed bearing of North 00 degrees 59 minutes 13 seconds East, along the east line thereof, a distance of 109.01 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 55 seconds West, a distance of 42.00 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 166.32 feet; thence North 16 degrees 35 minutes 13 seconds West, a distance of 18.34 feet; thence North 85 degrees 42 minutes 15 seconds West, a distance of 192.90 feet; thence North 04 degrees 17 minutes 45 seconds East, a distance of 30.00 feet; thence South 85 degrees 42 minutes 15 seconds East, a distance of 131.04 feet; thence North 15 degrees 02 minutes 44 seconds West, a distance of 78.90 feet; thence North 65 degrees 12 minutes 04 seconds West, a distance of 174.91 feet; thence North 00 degrees 59 minutes 13 seconds East, a distance of 132.99 feet; thence North 89 degrees 47 minutes 41 seconds West, a distance of 82.38 feet; thence North 71 degrees 17 minutes 09 seconds West, a distance of 156.39 feet; thence North 00 degrees 59 minutes 49 seconds East, a distance of 68.60 feet, to the north line of the above described property; thence South 89 degrees 51 minutes 55 seconds East, along said north line, a distance of 521.19 feet to the northeast corner of the above described property; thence South 00 degrees 59 minutes 13 seconds West, along the east line thereof, a distance of 616.99 feet to the point of beginning.

PROPOSED SEPTIC EASEMENT DESCRIPTION - TRACT B

A permanent easement for septic purposes over, under, and across the following described property:

The North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), except that part described as follows:
Beginning at a point on the South line of said North ½ of the Northeast ¼, distant 400 feet West of the Southeast corner thereof; thence East 400 feet to said Southeast corner; thence Northerly along the East line of said North ½ of the Northeast ¼, 1,322 feet, more or less to the Northeast corner of said North ½ of the Northeast ¼; thence Westerly along the North line of said North ½ of the Northeast ¼ 260 feet; thence Southwesterly 1,334 feet, more or less to the point of beginning, according to the United States Government Survey thereof, Washington County, Minnesota.

EXCEPT the South 725.92 feet of the West 600.00 feet thereof.

Said permanent easement is more particularly described as follows:

The North 140.00 feet of the South 275.00 feet of the East 100.00 feet of the West 700.00 feet of the North one-half of the Northeast Quarter (N ½ of NE ¼) of Section Twenty-eight (28), Township Thirty-one (31), Range Twenty-one (21), Washington County, Minnesota.

REVISIONS

CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEY PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE: 8/18/20 LIC. NO.: 58013
Jeremy R. Honga

PROJECT: 2318 ST. CROIX TRAIL
CLIENT: CITY OF HUGO
LOCATION: HUGO, MINNESOTA

CERTIFICATE
OF SURVEY
-
LOT SPLIT
-
PROPOSED EASEMENTS

AGENDA ITEM: **Action on Bids for Birch Lake Elementary
Domestic Water Piping Replacement Project**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Operational Items**

CONTACT PERSON(S): **Tim Wald, Assistant Superintendent for
Finance and Operations;
Dan Roeser, Director of Building Operations**

BACKGROUND:

Attached please find the recommendation letter and bid tabulation sheet for the Birch Lake Elementary Domestic Water Piping Replacement Project. Bids were opened on March 1, 2022. After reviewing the bids with our Project Engineer: Hallberg Engineering, it is recommended we award the bid to the low bidder, Kraft Mechanical, Inc with a bid of \$332,200. The highest bid for the project was \$350,200.

RECOMMENDATION:

Accept the bid for the Birch Lake Elementary Domestic Water Piping Replacement Project as presented to Kraft Mechanical, Inc in the amount of \$332,200.



March 1, 2022

Mr. Dan Roeser
Independent School District #624
4855 Bloom Avenue
White Bear Lake, MN 55110

Re: Domestic Water Piping Replacement (LTFM) at Birch Lake Elementary School
White Bear Lake Public Schools
Project No. R21-4218.000

Dear Mr. Roeser,

Attached are the bid results for the Birch Lake Elementary School Domestic Piping Replacement Project.

After reviewing the bid results, we have contacted Kraft Mechanical, Inc. regarding the project. Kraft Mechanical, Inc. indicated that they understand the project scope, will hold to their bid and are confident they can meet the specified project schedule and completion date.

It is our understanding that the District wishes to award the Base Bid for this project. There were no Alternates Bids identified in the project scope or included for this project.

As a result, we recommend ISD 624 accept the Base Bid as submitted and enter into a contract with Kraft Mechanical, Inc. for complete construction as follows:

Base Bid:	\$332,200.00
Total	\$332,200.00

Sincerely,
HALLBERG ENGINEERING, INC.

Bernie Barrie
Project Manager

Copy: File

Attachments: Bid Tab



BID TABULATION

Birch Lake Elementary School
Domestic Piping Replacement Project
Project No. R21-4218.000
Date: March 1, 2022
Time: 2:00 p.m.

Company	Bid Bond Submitted	Responsible Contractor	Total/Base Bid
Davis Mechanical Systems	X	X	\$350,200.00
Kraft Mechanical	X	X	\$332,200.00

Mechanical/Electrical/Commissioning/Energy

1750 Commerce Court ♦ White Bear Lake, MN 55110 ♦ Phone (651) 748-1100 ♦ Fax (651) 748-9370

i:\projects\624\r21-4218.000\correspondence\bidtab20220301.docx

AGENDA ITEM: **Action on Bid for WBLAHS - North Campus
AV Package 27-A and 27-B**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Operational Items**

CONTACT PERSON(S): **Tim Wald, Assistant Superintendent for
Finance and Operations;
Dan Roeser, Director of Building Operations**

BACKGROUND:

Attached please find the recommendation letter and bid tabulation sheets for the WBLAHS - North Campus AV Package 27-A and 27-B. Bids were opened on March 3, 2022. After reviewing the bids with our construction managers at Kraus-Anderson, it is recommended we award the bid to the low bidders. The low bidders were:

Package 27-A: Advanced Systems Integration, with a base bid of \$447,129.86.
The highest bid for package 27-A was \$563,490.00.

Package 27-B: Advanced Systems Integration, with a base bid of \$598,672.98.
The highest bid for package 27-B was \$643,340.13.

The combined total for the project is \$1,045,802.84.

RECOMMENDATION:

Accept the bid for the WBLAHS - North Campus AV Package 27-A and 27-B as presented to Advanced Systems Integration in the amount of \$1,045,802.84.

March 4th, 2022

Mr. Tim Wald
White Bear Lake Area Schools, ISD 624
4855 Bloom Avenue
White Bear Lake, MN 55110

RE: **White Bear Lake Area Schools High School – North Campus**
AV & Technology Package

Dear Mr. Wald

This letter is concerning the contract awards for the White Bear Lake Area Schools High School – North Campus AV & Technology Package project that was bid on March 3rd, 2022. Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders and their bid amount.

<u>Work Scope</u>	<u>Contractor, City, State</u>	<u>Bid Amount</u>
WS 27-A	Communication Systems Advanced Systems Integration	Base Bid: \$447,129.86
WS 27-B	Communication Systems Advanced Systems Integration	Base Bid: \$598,672.98

Total : \$1,045,802.84

The total amount of the base bids is one million forty-five thousand eight hundred two and eighty-four cents.

We have enclosed the Bid Tabulation sheets that reflect the bids received.

If you have any questions regarding this information, please do not hesitate to contact me at 480.369.2079.

Very truly yours,
KRAUS-ANDERSON® CONSTRUCTION COMPANY



AJ Lillesve
Project Manager

Cc: Dan Roeser, White Bear Lake Area Schools
Eric Linner, Wold Architects & Engineers
Jenna Boldt, Wold Architects & Engineers
Jason Peterson, Kraus-Anderson Construction
Alex Titterud, Kraus-Anderson Construction



AV & Technology Package - North Campus

March 3, 2022 at 2:00 PM

ARCHITECT: Wold Architects & Engineers

Work Scope 27-A: Communication Systems Package

[illegible]



BID TABULATIONS

March 3, 2022 at 2:00 PM

Work Scope 27-B: Communication Systems Package

ARCHITECT: Wold Architects & Engineers

[illegible]

AGENDA ITEM: **Action on Bid for Multi-Building AV & Classroom Technology Package**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Operational Items**

CONTACT PERSON(S): **Tim Wald, Assistant Superintendent for Finance and Operations;**
Dan Roeser, Director of Building Operations

BACKGROUND:

Attached please find the recommendation letter and bid tabulation sheet for the Multi-Building AV & Classroom Technology Package. Bids were opened on February 24, 2022. After reviewing the bids with our construction managers at Kraus-Anderson, it is recommended we award the bid to the low bidders, ECSI Systems Integrators with a bid of \$131,410. The highest bid for the project was \$137,681.41.

RECOMMENDATION:

Accept the bid for the Multi-Building AV & Classroom Technology Package as presented to ECSI Systems Integrators in the amount of \$131,410.



February 24, 2022

Mr. Tim Wald
White Bear Lake Area Schools, ISD 624
4855 Bloom Ave
White Bear Lake, MN 55110

RE: **WBLAS Multi-Building AV and Classroom Technology**

Dear Mr. Tim Wald:

This letter is concerning the contract awards for the above referenced project that was bid on February 24, 2022.

Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders and their total bid amount:

Work Scope	Contractor, City, State	Bid Amount
WS 27-A Audio Visual & Intercommunication System – Otter Lake	ECSI Systems Integrators Bloomington, MN	Total Contract Amount: \$43,930.00
WS 27-A Audio Visual & Intercommunication System – South Campus	ECSI Systems Integrators Bloomington, MN	Total Contract Amount: \$87,480.00
	Contract Total:	\$131,410.00

We have enclosed the Bid Tabulation sheets that reflect the bids received.

If you have any questions regarding this information, please do not hesitate to contact me at (612) 618-2539.

Very truly yours,
KRAUS-ANDERSON® CONSTRUCTION COMPANY

Andy Thompson,
Project Manager



ARCHITECT: Wold Architects & Engineers

[illegible]

AGENDA ITEM: **Policy 425, Staff Development and Mentoring**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Alison Gillespie, Assistant Superintendent
for Teaching and Learning**

BACKGROUND:

School Board Policy 425, Staff Development and Mentoring, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in February and is being recommended for a second reading. The changes to this policy are in the title and section V.

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

RECOMMENDATION:

Approve School Board Policy 425, Staff Development and Mentoring, as recommended by the School Board Policy Committee and Cabinet.

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

*White Bear Lake Area
School District #624 Policy 425*

Revised: February 13, 2012
Revised: March 5, 2018

425 STAFF DEVELOPMENT AND MENTORING

I. PURPOSE

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

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

- A. The School Board will establish a District Staff Development Advisory Committee to develop a Staff Development Plan, assist Site Staff Development Teams in developing site plans consistent with the goals of the Staff Development Plan, and evaluate staff development efforts at the site level.
 - 1. The majority of the membership of the District Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The committee also will include non-teaching staff, parents/guardians and administrators.
 - 2. Members of the District Staff Development Advisory Committee shall be appointed by the School Board or designee.
- B. The School Board directs the Superintendent to ensure sites establish site Staff Development teams.
 - 1. Members of the Site Staff Development Teams will be appointed by the principal.
 - 2. The Site Staff Development Team may be the same as the Building Leadership Team, at the discretion of the building principal.
 - 3. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas and special education.

III. DUTIES OF THE DISTRICT STAFF DEVELOPMENT ADVISORY COMMITTEE

- A. The District Staff Development Committee will develop a Staff Development Plan, that is aligned to the District Strategic Plan and the World's Best Workforce Plan, which will be reviewed and subject to approval by the School Board.
- B. The Staff Development Plan must contain the following elements:
 - 1. Staff development outcomes which are consistent with the education outcomes as may be determined periodically by the School Board;
 - 2. The means to achieve the Staff Development outcomes;
 - 3. The procedures for evaluating progress at each school site toward meeting educational outcomes;
 - 4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:
 - a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;
 - b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;
 - c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;
 - d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;
 - e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;
 - f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and

- g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.

5. The Staff Development Plan also must:

- a. Support stable and productive professional communities achieved through ongoing and school-wide progress and growth in teaching practice;
- b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
- c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minn. Stat. § 120B.125;
- d. Ensure specialized preparation and learning about issues related to teaching students with special needs and limited English proficiency by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and
- e. Reinforce national and state standards of effective teaching practice.

6. Staff development activities must:

- a. Focus on the school classroom and research-based strategies that improve student learning;
- b. Provide opportunities for teachers to practice and improve their instructional skills over time;
- c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
- d. Enhance teacher content knowledge and instructional skills, including the delivery of digital and blended learning and curriculum and engagement of students with technology;
- e. Align with state and local academic standards;
- f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring; and

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

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

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

IV. DUTIES OF THE SITE STAFF DEVELOPMENT TEAM

- A. Each Site Staff Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The superintendent or designee will review the site plan for consistency with the Staff Development Plan.
- B. The Site Staff Development Team must demonstrate to the School Board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the School Board can be made as part of the school district's World's Best Workforce report.
- C. If the School Board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V below.

V. STAFF DEVELOPMENT FUNDING

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

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly basis, the District Staff Development Committee, with the assistance of the Site Staff Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. The District Staff Development Advisory Committee shall be responsible for monitoring the use of such funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the School Board and/or Superintendent for consistency with the Staff Development Plan on a yearly basis.
- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. REPORTING

- A. The School District and Site Staff Development Committee shall prepare a report of the previous fiscal year's staff development activities results and expenditures as part of the school district's World's Best Workforce report.
 - 1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
 - 2. The report will provide a breakdown of expenditures for:
 - a. curriculum development and programs;
 - b. staff development training models, workshops, and conferences; and
 - c. the cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff

development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

Legal References: Minn. Stat. §120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. §120B.22, Subd. 2 (Violence Prevention Education)
Minn. Stat. § 122A.18, Subd. 4 (Board to Issue Licenses; Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination – Additional Staff Development and Salary)
Minn. Stat. §122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions – Additional Staff Development and Salary)
Minn. Stat. §122A.60 (Staff Development Program)
Minn. Stat. §122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. §126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (General Education Levy and Aid)

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

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Alison Gillespie, Assistant Superintendent
for Teaching and Learning;
Tim Maurer, Director of Community Services
and Recreation**

BACKGROUND:

School Board Policy 505, Distribution of Non-School-Sponsored Materials on School Premises by Students and Employees, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in February and is being recommended for a second reading. The changes to this policy are in section IV and the Legal References.

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

RECOMMENDATION:

Approve School Board Policy 505, Distribution of Non-School-Sponsored Materials on School Premises by Students and Employees, as recommended by the School Board Policy Committee and Cabinet.

Adopted: August 26, 1996
Revised: April 13, 2009
Revised: August 13, 2012
Revised: November 12, 2018

*White Bear Lake Area
School District #624 Policy 505*

Revised:

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

- E. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the self esteem of the community.
- F. "Material and substantial disruption" of a normal school activity means:
1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 2. Where the normal school activity is voluntary in nature (including without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.
- In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- G. "Minor" means any person under the age of eighteen (18).
- H. Non-school-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks, and other publications funded and/or sponsored or authorized by the school. Examples of non-school- sponsored materials include, but are not limited to, leaflets, brochures, badges, flyers, petitions, posters, and non-school newspapers whether written by students or employees or others, and tangible objects.
- I. "Obscene to minors" means:
1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 2. The material depicts or describes, in a manner patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts, masturbation, excretory functions, and exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- J. "Posting" means placing material in a conspicuous place for public review. Examples of conspicuous places for public review include, but are not limited to, bulletin boards, lounges, walls, posts and windows that are frequently viewed by the general school population.
- K. "School activities" means any activity of students which is sponsored by the school and includes, but is not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- L. "School property" includes all real property and buildings owned by the School District as well as school buses. It is not limited to any particular school building or to any particular school campus.

IV. GUIDELINES

- A. No person, employee or student may distribute, post, or otherwise display any non-school-sponsored written material without first obtaining the approval of the building principal.
- B. Requests for distribution of non-school-sponsored material will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
 1. is obscene to minors;
 2. is libelous or slanderous;
 3. is pervasively indecent or vulgar; or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
 4. advertises any product or service not permitted to minors by law;
 5. advocates violence or other illegal conduct;
 6. constitutes insulting or threatening words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, ethnic origin, gender or sexual orientation ~~preference~~);

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

V. TIME, PLACE AND MANNER OF DISTRIBUTION

- A. No non-school-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of non-school sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school

parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

- C. No one shall coerce a student or staff member to accept any publication.
- D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

- A. Any student or employee wishing to distribute (as defined in this policy) non-school-sponsored material must first submit for approval a copy of the material to the principal at least 48 hours in advance of desired distribution time, together with the following information:
 - 1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
 - 2. Date(s) and time(s) of day intended for distribution.
 - 3. Location where material will be distributed.
 - 4. If intended for students, the grade(s) of students to whom the distribution is intended.
- B. Within one school day, the building administrator will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the administrator may use any reasonable method to inform the person of the denial or limitation; however, the administrator must upon request of the person submitting the request, provide a written denial of or limitation on the request including the reason(s) for denial or limitations.
- C. If the person submitting the request does not receive a response within one school day, the person may contact the office to verify that the lack of response was not due to an inability to locate the person.
- D. If the person is dissatisfied with the decision of the administrator, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturday, Sunday, and holidays) of submitting the appeal, the person may contact the office of the Superintendent to verify that the lack of response is not due to an inability to locate the person.
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the School Board, or the individual reviewing the material submitted.

VII. DISCIPLINARY ACTION

- A. Distribution by any student of non-school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted, and appropriate disciplinary action will be taken in accordance with the school district's Student Discipline Policy.
- B. Distribution by any employee of non-school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.
- C. Any other party violating this policy will be requested to leave school property immediately and, if necessary, the police will be called.

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

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

IX. APPLICATION TO OTHER SCHOOL RULES AND POLICIES

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

X. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

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

XI. IMPLEMENTATION

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

Legal References: U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988).
Bethel Sch. Dist. No. 403 v. Fraser, 478 U.S. 675, 106 S.Ct. 3159, 92 L.Ed.2d 549 (1986).
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987).
Roark v. South Iron R-I School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

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

AGENDA ITEM: **Policy 610, Student Field Trips, Fees and Fines**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Alison Gillespie, Assistant Superintendent
for Teaching and Learning**

BACKGROUND:

School Board Policy 610, Student Field Trips, Fees and Fines, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in February and is being recommended for a second reading. The changes to this policy are in sections II, III, IV, and V.

The purpose of this policy is to provide guidelines for student trips, fees and fines and to identify the general process to be followed for review and approval of trip requests.

RECOMMENDATION:

Approve School Board Policy 610, Student Field Trips, Fees and Fines, as recommended by the School Board Policy Committee and Cabinet.

Adopted: September 8, 1997
Revised: October 9, 2006
Revised: December 14, 2009
Revised: February 12, 2018

White Bear Lake Area
School District #624 Policy 610

Revised:

610 STUDENT FIELD TRIPS, FEES AND FINES

I. PURPOSE

The purpose of this policy is to provide guidelines for student trips, fees and fines and to identify the general process to be followed for review and approval of trip requests.

II. GENERAL STATEMENT OF POLICY

The general expectation of the ~~s~~School ~~b~~Board that the district will provide free public school education, and that no student will be denied an education because of economic inability to secure books and supplies and to access opportunities outside of the classroom necessary to complete education requirements.
(Policy reference - Minn. Stat. §§123B.35, 123B.36 and 123B.37).

The general expectation of the ~~s~~School ~~b~~Board is that all student trips will be well planned, conducted in an orderly manner and safe environment, and will relate directly to the objectives of the class or activity for which the trip is requested. Student trips will be categorized within three general areas, which are defined below as instructional trips, supplementary trips, and extended trips.

A. Instructional Trips

Trips that take place during the school day and relate directly to a course of study shall fall in this category. These trips shall be subject to review and approval of the building principal, and shall be financed by school district funds within the constraints of the school building budget. Fees may not be assessed against students to defray direct costs of instructional trips (Minn. Stat. §123B.37). The school district may accept voluntary donations to defray the costs of field trips that are not required as part of a basic education or course (Minn. Stat. §§ 123B.35 and 123B.02, Subd. 6).

B. Supplementary Trips

This category pertains to those trips in which students voluntarily participate and which usually take place outside the regular school day. Examples of trips in this category involve student activities, clubs, and other opportunities. These trips are subject to review and approval of the activities director and/or the building principal. Financial contributions by students may be requested. (Minn. Stat. § 123B.36, Authorized Fees)

C. Extended Trips

1. Trips that involve one or more overnight stops fall into this category. Extended trips may be instructional or supplementary, and must be requested well in advance of the planned activity. Prior to an extended trip the request form must be completed and approved at each level: principal, athletic-activity director, superintendent or designee, and sSchool bBoard. Exceptions to the approval policy may be granted or expedited by the superintendent or designee to accommodate emergencies or contingencies (e.g. tournament competition).
2. The sSchool bBoard acknowledges and supports the efforts of booster clubs and similar organizations in providing extended trip opportunities for students.

III. REGULATIONS

- A. Rules of conduct and discipline for students and employees shall apply to all student trip activities.
- B. The school administration shall be responsible for providing more detailed Pprocedures about the trips, including the nature and extent d of parental involvement, supervision, and such other factors deemed important and in the best interest of students.
- C. Transportation shall be furnished through a commercial carrier or school-owned vehicle.
- D. An employee may use a personal vehicle to transport staff or personal property for purposes of a field trip upon prior written approval from administration.
- E. An employee must not use a personal vehicle to transport one or more students for purposes of a field trip.
 1. If immediate transportation of a student is required due to an emergency or unforeseen circumstance, such as the illness or injury of a child, and the transportation does not constitute regular or scheduled transportation, a personal vehicle may be used. To the extent a personal vehicle is used, the vehicle must be properly registered and insured.
 2. An employee must obtain preapproval by administration of student transportation by a personal vehicle, pursuant to Section II.E.1, if practicable. If preapproved by administration of use of a personal vehicle cannot be obtained in a reasonable time given the circumstances, an employee shall report the relevant facts and circumstances justifying the need for use of a personal vehicle to administration as soon as practicable.

The relevant fact and circumstances for use of a personal vehicle shall be documented by administration.

IV. FEES AND FINES

A. Fees

1. Students may be charged fees in areas considered to be co-curricular, non-curricular, or supplementary to the education requirements for graduation.
2. District approved fees as authorized by the ~~s~~School ~~b~~Board after public hearing, may be charged to help fund activities that are not required for graduation, as permitted by state law.
3. The ~~s~~School ~~b~~Board will hold a public hearing within the district upon three weeks published notice prior to the initiation of any new fee not specifically authorized or prohibited under Minn. Stat. § 123B.36 or Minn. Stat. § 123B.37 (per Minn. Stat. § 123B.38).
4. Schools may reduce or waive student fees, ~~except for parking fees~~, for students/families unable to pay such fees. Criteria to be considered might include free/reduced price meal status or family financial hardship information.
5. “Student fees” may include, but are not limited to, fees for co-curricular activities, behind-the-wheel driver education, band instrument rental, student parking, and early entrance testing.
6. Schools shall be allowed to require payment of fees by students as permitted under state law, including, but not limited to: supplemental publications or materials that are optional for student to use: field trips considered supplemental to the educational program; additional or more costly materials used for a project when the resultant product is in excess of minimum requirements and, at the student’s option, becomes the personal property of the student.

B. Fines

1. The district shall charge students for damage to school property, including charges reported by the Transportation Department for damage done to school buses.
2. Schools shall charge students for lost and damaged books, materials, supplies and equipment owned by the district.

3. Schools may fine students for parking violations on school property.

V. SCHOOL BOARD REVIEW

The superintendent or designee shall report at least annually to the sSchool bBoard upon the utilization of trips under this policy.

Legal References: Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 123B.49 (Co-curricular and Extracurricular Activities;
Insurance)
Minn. Stat. § 169.011 Subd. 71(a) (Definition of a School Bus)
Minn. Stat. § 169.454 Subd. 13 (Type III Vehicle Standards – Exemption)
Sonkowsky v. Board of Educ. for Indep. Sch. Dist. No. 721, 327 F.3d 675
(8th Cir. 2003)
Lee v. Pine Bluff School District, 472 F.3d 1026 (8th Cir. 2007)

Cross References: WBLASB Policy 403 (Discipline, Suspension, and Dismissal of School
District Employees)
WBLASB Policy 423 (Employee – Student Relationships)
WBLASB Policy 506 (Student Discipline)
WBLASB Policy 707 (Transportation of Public School Students)
WBLASB Policy 709 (Student Transportation Safety Policy)
WBLASB Policy 710 (Extracurricular Transportation)

AGENDA ITEM: **Policy 616, School District System Accountability**

MEETING DATE: **March 14, 2022**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Alison Gillespie, Assistant Superintendent for Teaching and Learning**

BACKGROUND:

School Board Policy 616, School District System Accountability, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in February and is being recommended for a second reading. The changes to this policy are in section IV.

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

RECOMMENDATION:

Approve School Board Policy 616, School District System Accountability, as recommended by the School Board Policy Committee and Cabinet.

Adopted: October 13, 1997
Revised: May 26, 1998
Revised: June 11, 2001
Revised: May 9, 2005
Revised: April 11, 2011
Revised: March 14, 2016
Revised: January 13, 2020
Revised:

*White Bear Lake Area
School District #624 Policy 616*

Revised: December 14, 2009
Revised: March 12, 2012
Revised: October 8, 2018
Revised: May 10, 2021

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Credit” means a student’s successful completion of an academic year of study or a student mastery of the applicable subject matter, as determined by the school district.
- B. “Graduation Standards” means the credit requirements and locally adopted content standards or Minnesota Academic Standards that school districts must offer, and certify that students complete, to be eligible for a high school diploma.
- C. “World’s best workforce” means striving to meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

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

A. School District Goals

1. The School Board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the School Board. The School Board shall adopt annual goals based on the recommendations of the Systems Accountability Committee.
2. The improvement goals shall address recommendations identified through the Systems Accountability Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may be developed through an education effectiveness program, a committee to evaluate student progress, or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum

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

C. Implementation of Graduation Requirements

1. The Systems Accountability Committee which shall also advise the School Board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Systems Accountability Committee shall be published annually to the community. The School Board shall receive public input and comment and shall adopt or update this policy at least annually.
2. The School Board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the School Board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Department of Teaching and Learning shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Department

of Teaching and Learning may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) in developing a plan which must include parental involvement components.

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

D. Systems Accountability Committee

1. In the Fall of each year, the Systems Accountability Committee will meet to advise and assist the school district in the implementation of school district system accountability and comprehensive continuous improvement process.
2. The Systems Accountability Committee working in cooperation with other committees of the school district will provide active community participation in:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Graduation Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the School Board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals;
 - d. Advising the School Board about development of the annual budget.
3. The Systems Accountability Committee shall, when possible, be composed of two-thirds community representatives and must reflect the diversity of the community. Included in its membership should be:
 - Assistant Superintendent for Teaching and Learning
 - Director of Curriculum and Instruction
 - Director of Equity and Engagement

- Director of Technology and Innovation
- Selected principals
- Selected School Board members
- Student representatives
- One teacher from each building
- One parent from each building
- ~~Cultural Liaisons~~ Educational Equity Specialists
- Community-at-large representatives

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

E. The Department of Teaching and Learning shall develop a plan for assessment of student progress toward Literacy by Grade 3, the Graduation Standards, as well as program evaluation data for use by the Systems Accountability Committee to review curriculum, instruction, educational equity and student achievement at the school site. This plan shall be approved annually by the School Board.

F. Reporting

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

The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. § 120B.018 (Definitions)

Minn. Stat. § 120B.11 (School District Process)
 Minn. Stat § 120B.128 (Educational Planning and Assessment System (EPAS) Program)
 Minn. Stat. § 120B.35 (Student Achievement Levels)
 Minn. Stat. § 120B.36 (School Accountability; Appeals Process)
 Minn. Stat § 122A.40, Subd. 8 (Employment; Contracts; Termination)
 Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
 Minn. Stat. § 123B.04 (Site Decision Making Agreement)
 Minn. Stat. § 123B.147, Subd. 3 (Principals)
 Minn. Rules Parts 3501.0640-3501.0550 (Graduation Standards – Language Arts)
 Minn. Rules Parts 3501.0700-3501.0745 (Graduation Standards – Mathematics)
 Minn. Rules Parts 3501.0800-3501.0815 (Graduation Standards – Arts)
 Minn. Rules Parts 3501.0900-3501.0955 (Graduation Standards – Science)
 Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
 Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
 Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: WBLASB Policy 104 (School District Mission Statement)
 WBLASB Policy 601 (School District Curriculum and Instruction Goals)
 WBLASB Policy 613 (Graduation Requirements)
 WBLASB Policy 614 (School District Testing Plan and Procedure)
 WBLASB Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plan, and LEP Students)
 WBLASB Policy 617 (School District Ensurance of Preparatory and High School Standards)
 WBLASB Policy 618 (Assessment of Student Achievement)
 WBLASB Policy 619 (Staff Development for Standards)
 WBLASB Policy 620 (Credit for Learning)