

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting - October 12, 2015 - 7:00 PM

Wayzata City Hall, 600 Rice Street, Wayzata

AGENDA

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Consent Agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed as a Consent Agenda item and addressed. Consent Agenda items are as follows:	
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WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

MISSION

Our Core Purpose:

The mission of Wayzata Public Schools is to ensure a world-class education that prepares each and every student to thrive today and excel tomorrow in an ever-changing global society.

VISION

What We Intend to Create and Experience:

The vision of Wayzata Public Schools is to be a model of excellence where all students discover their unique talents, develop a love and tenacity for learning and demonstrate confidence and capacity for success through:

Exceptional Student Learning, Experiences and Relationships:

- High achievement by each and every student—no exceptions, no excuses;
- Content-rich, rigorous and personalized education;
- Meaningful relationships with teachers, staff, mentors and peers in a welcoming, nurturing and safe environment where all are valued for who they are and the contributions they make.

Community Trust, Confidence and Partnership:

- Comprehensive learning opportunities meeting diverse learner needs and community aspirations;
- Committed to being the first choice for students and families;
- Maintaining the highest levels of satisfaction and pride by staff, parents and community.

Operational Excellence:

- Attraction, development and retention of exemplary, creative and engaged employees;
- Accountability by all staff for individual and collective performance;
- Effective and efficient use of time and human, financial and physical resources;
- Culture of continuous improvement and responsive innovation;
- High performing district governance, management and partnerships.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: 1. Call to Order

ITEM: Call to Order/Roll Call Attendance

COMMENTS BY: Linda Cohen, Board Chair

School Board Chair, Linda Cohen, will call the meeting to order.

	<u>Present</u>	<u>Absent</u>
Ms. Linda A. Cohen	_____	_____
Ms. Andrea Cuene	_____	_____
Ms. Sarah Johansen	_____	_____
Mr. Jay A. Hesby	_____	_____
Mr. Chris McCullough	_____	_____
Ms. Carter G. Peterson	_____	_____
Ms. Cheryl Polzin	_____	_____
Dr. Chace B. Anderson, Ex Officio	_____	_____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: 2. Approval of Agenda and Consent Agenda Items

ITEM: _____

COMMENTS BY: Linda Cohen, Board Chair

Consent Agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event, the item will be removed as a Consent Agenda item and addressed. Consent Agenda items are as follows:

- A. Approval of Minutes**
- B. Finance and Business Recommendations**
 - a. Monthly Reports
- C. Human Resource Recommendations**
 - a. Monthly Reports
 - b. Unaffiliated Salary Schedule 2015-2016
 - c. Resolution Approving Wazyata ISD 284 Special 403(b) Plan

RECOMMENDED ACTION: Approve the agenda as presented and the Consent Agenda items.

Motion by: _____ ROLL CALL Passed _____

Second by: _____ Failed _____

Abstentions: _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: 2. Approval of Minutes

ITEM: A. Approval of Minutes

COMMENTS BY: Cheryl Polzin, Board Clerk

9.08.2015 Special Board Meeting Minutes
9.14.2015 Regular Board Meeting Minutes
9.28.2015 Special Board Meeting Minutes

RECOMMENDED ACTION: Approve the minutes of the Board meetings.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions: _____

Minutes of Special Meeting

The Board of Education Wayzata Public Schools

A Special Meeting of the Board of Education of Wayzata Public Schools was held Tuesday, September 8, 2015, beginning at 5:00 PM in the District Administration Building.

1. ROLL CALL

The meeting was called to order by Linda Cohen, Board Chair. Cheryl Polzin, Board Clerk, called the roll. The following School Board members were present: Linda Cohen, Andrea Cuene, Jay Hesby, Cheryl Polzin, Chris McCullough, Carter Peterson and Chace B. Anderson, Superintendent of Schools and ex officio member of the School Board. Sarah Johansen was absent.

2. HUMAN RESOURCE SERVICES

A. HR Recommendations

Annie Doughty, Executive Director of Human Resource Services presented the recommendations. Carter Peterson moved to approve the HR contract recommendations. Andrea Cuene seconded the motion, and it carried unanimously.

B. Board Approval on the Contract With Wayzata Education Association for Fiscal Years 2015-2017

Annie Doughty, Executive Director of Human Resource Services presented the contract with the WEA for 2015-2017, as agree upon by the bargaining teams and ratified by the WEA. Carter Peterson moved to approve the contract recommendations. Andrea Cuene seconded the motion, and it carried unanimously.

3. ADJOURN

Jay Hesby moved to adjourn the meeting, and the motion carried. The meeting was adjourned at 5:29 pm.

Minutes of Regular Meeting

The Board of Education Wayzata Public Schools

A Regular Meeting of the Board of Education of Wayzata Public Schools was held Monday, September 14, 2015, beginning at 7:00 PM in the Wayzata City Hall, 600 Rice Street, Wayzata.

1. CALL TO ORDER/ROLL CALL

The meeting was called to order by Linda Cohen, Board Chair. Cheryl Polzin, Board Clerk, called the roll. The following School Board members were present: Linda Cohen, Jay Hesby, Sarah Johansen, Andrea Cuene, Carter Peterson, Cheryl Polzin, Chris McCullough, and Chace B. Anderson, Superintendent of Schools and ex officio member of the School Board.

2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

Linda Cohen called for a roll call vote to approve the updated agenda and consent agenda items; the items were approved unanimously.

A. Approval of Minutes

B. Finance and Business Recommendations

1. Monthly Reports

General Checking Account for August 2015

\$9,455,318

Wire Transfer for July 2015

\$8,976,182

AMOUNT	DONATED BY	PURPOSE
50.00	Silicon Valley Community Fdn	SSH-no designation
84.00	Wells Fargo Community Support Campaign	GL matching gift
90.00	Wells Fargo Matching gifts program	OW matching gifts
191.53	Wells Fargo Matching gifts program	SSH- no designation
191.54	Wells Fargo Community Support Campaign	SSH- no designation
195.00	Parent donations	PPC site
346.59	Wells Fargo Community Support Campaign	GW-Grants for teachers
346.60	Wells Fargo Community Support Campaign	GW-Grants for teachers
357.71	Wells Fargo Community Support Campaign	WHS Employee Match
1,377.65	Wells Fargo Matching gifts program	WHS-matching gift
2,250.44	Honeywell	GW-Classroom supplies & Materials

C. Human Resource Recommendations

1. Monthly Recommendations

D. P-Card Authorizations

E. Walk-in Item: Letter of Intent - City of Wayzata Cell Phone Tower

3. RECOGNITIONS

Superintendent Chace B. Anderson recognized retiree Margaret Murphy and Paula Von Eschen for their years of service; and honored the Employee of the Months, reading their nomination narratives and thanking them for their years of service to the district. The district's summertime Employees of the Month have the option to be recognized during the school year, and many elected to wait for the September Board meeting.

A. Retiree Recognition

B. May Employee of the Month - Rita Dornbusch

C. June Employee of the Month - Marc Wegner

D. July Employee of the Month - Kristin Tollison

E. September Employee of the Month - Susan McCollins

4. REPORTS FROM ORGANIZATIONS

Ellie Anderson, Wayzata High School Student Council Vice President, gave an updated on High School events to the Board.

5. STUDENT CURRICULUM PRESENTATION

6. SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS

A. Superintendent

Superintendent Anderson presented his report on the start of the 2015-2016 school year to the Board, reviewing the enrollment statistics, staffing numbers, and on-going district projects (including the high school and new elementary school construction projects).

1. Report on the Start of the 2015-2016 School Year

2. Policies for First Reading

Superintendent Chace Anderson presented Policy 212 for approval. This policy received clarification updates and several redundancies were removed. Jay Hesby moved to waive the reading of the policy, and approve it for immediate entry into the policy manual.

Carter Peterson seconded the motion, and it carried unanimously.

a. Policy 212: Public Participation in School Board Meetings

B. Teaching and Learning

C. Finance and Business Services

Jim Westrum, Executive Director of Business and Finance, presented the following items to the Board:

1. Monthly Financial Reports

2. Lease Purchase Agreement – Turf Construction and Lighting

No Board action required.

3. Transportation Hazardous Areas

Jim Westrum presented the report that details the areas the district classifies as hazard areas for transportation purposes. Carter Peterson moved to approve the report designations, and Sarah Johansen seconded the motion. The motion carried unanimously.

4. Resolution to Appoint Election Judges and Set Pay Rates

Carter Peterson moved to waive the reading of the resolution and to approve; Jay Hesby seconded the motion. The motion carried unanimously via a roll call vote.

5. Resolution to Appoint an Absentee Ballot Board

Andrea Cuene moved to waive the reading of the resolution and to approve; Chris McCullough seconded the motion. The motion carried unanimously via a roll call vote.

6. Resolution Permitting For The Sale Of General Obligation School Building Refunding Bonds, Series 2015a

Carter Peterson moved to waive the reading of the resolution and to approve; Jay Hesby seconded the motion. The motion carried unanimously via a roll call vote.

D. Human Resource Services

7. OTHER BOARD ACTION

8. BOARD REPORTS

A. HR Committee- Teacher's Contract

Andrea Cuene briefly discussed the immense amount of work and time by all parties that went into approving the teacher's contract, and thanked everyone for their collaboration. She thanked the bargaining committee and the Wayzata Education Association, and highlighted that the vote was a 91% approval rate from the teachers.

B. *Linda Cohen thanked Jay Hesby for his service to the Board in his capacity as Board representative to West Metro Education Program, and welcomed Andrea Cuene to the position. Andrea will take over the position from Jay Hesby at the beginning of the 2016 year.*

Linda Cohen thanked Carter Peterson for her service District 287 to the Board in her capacity as Board representative to the, and welcomed Sarah Johansen. Sarah will be taking over the appointment from Carter at the beginning of the 2016 year.

9. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD

No citizens requested to address the Board.

10. ADJOURN

Carter Peterson moved to adjourn the meeting. The motion carried and the meeting adjourned at 8:10 pm.

Minutes of Special Meeting

The Board of Education Wayzata Public Schools

A Special Meeting of the Board of Education of Wayzata Public Schools was held Monday, September 28, 2015, immediately following the Work Session which begins at 4 PM in the District Administration Building.

1. ROLL CALL

The meeting was called to order by Linda Cohen, Board Chair. Cheryl Polzin, Board Clerk, called the roll. The following School Board members were present: Linda Cohen, Andrea Cuene, Jay Hesby, Sarah Johansen, Cheryl Polzin, Chris McCullough, Carter Peterson and Chace B. Anderson, Superintendent of Schools and ex officio member of the School Board.

2. BUSINESS AND FINANCE

Jim Westrum, Executive Director of Business and Finance, presented the following items:

A. Authorization for District to Enter into a Lease Agreement with Fusion Soccer Club

Carter Peterson moved to approve the lease agreement with the Fusion Soccer club for the use of the former clubhouse on the Elm Creek Golf Course, which is now owned by the district. Cheryl Peterson seconded the motion, and it carried unanimously.

B. Approval of an Easement

Carter Peterson moved to approve the recommended action, which will allow the Superintendent or Executive Director of Business and Finance, to execute a required easement for city water, as part of the high school construction project. Chris McCullough seconded the motion, and it carried unanimously.

C. Preliminary Approval of Pay 2016 Property Tax Levy

Minnesota laws require school districts to certify their proposed property tax levy payable in 2016 to the county auditor before September 30, 2015. Andrea Cuene moved to approve the preliminary levy limitation and certification. Jay Hesby seconded the motion, and it carried unanimously.

3. Human Resource Services

A. Teachers' Retirement Association Part-time Teacher Program

Annie Doughty, Executive Director of Human Resource Services presented the recommendation to participate in the Teacher's Retirement Association (TRA) Part-Time Teacher Program. Chris McCullough moved to approve participation in the program. Andrea Cuene seconded the motion, and it carried unanimously.

4. ADJOURN

Carter Peterson moved to adjourn the meeting. The motion carried, and the meeting adjourned at 6:25 pm.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: Finance & Business Recommendations

COMMENTS BY: Jim Westrum, Executive Director of Finance and Business

Finance and Business Recommendations

These routine items are presented for Board of Education review and approval through a single consent motion.

Monthly Bills

The attached lists itemize claims for which the Board of Education is requested to authorize payment.

General Checking Account for September 2015	\$9,403,285
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Wire Transfer for August 2015	\$5,518,284
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RECOMMENDED ACTION: Authorize payment as recommended.

Acknowledgement Of Contributions

Minn. Stat. 465.03 - GIFTS TO MUNICIPALITIES.

“Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”

Monthly Donations

The Board of Education is requested to accept the attached lists donations received in August 2015.

Cash Donations	\$19,843
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Monthly Donations

Cash Donations:

AMOUNT	DONATED BY	PURPOSE
\$10.00	Silicon Valley Community Foundation	SSH-no designation
\$57.72	Wells Fargo Community Support Campaign	CMS-scholarships
\$57.72	Wells Fargo Community Support Campaign	OW-no designation
\$70.00	Wells Fargo Matching Gifts Program	Student planners
\$70.00	Wells Fargo Community Support Campaign	OW-no designation
\$115.50	OW PTA	OW KDGN Scholastic Subscriptions
\$126.00	General Mills	KL-student activities
\$163.68	GW PTA	GW Spanish program with materials
\$200.00	Timothy & Shannon Dahl	ESC-Mountain bike team
\$300.00	Target	BV Building funds
\$386.14	GW PTA	GW-4TH & KDGN Classroom materials
\$425.00	Target	OW-Student planners
\$3,000.00	GW PTA	GW Media Center
\$3,641.55	BV PTA	BV Grade levels
\$5,220.00	GW PTA	GW Field trips
\$6,000.00	BV PTA	BV Field trips

RECOMMENDED ACTION: That the School Board approves the following checking account and wire transfer payments and accepts with appreciation the following gifts, which are in compliance with current District policy and guidelines:

Motion by: _____ ROLL CALL Passed _____

Second by: _____ Failed _____

Abstentions: _____

WAYZATA PUBLIC SCHOOLS				
MONTHLY CHECK DISBURSEMENT SUMMARY				
SEPTEMBER 2015				
CHECK	VENDOR	DESCRIPTION	DATE	AMOUNT
395024	CONSTRUCTION SYSTEMS INC	HS ADD 05-A STRUCTURAL STEEL-SUPPLY	9/16/2015	889,251.07
395059	VEIT & COMPANY INC	HS ADD 31-A SITE CLEARING & EARTHWORK	9/16/2015	769,323.90
395032	GRESSER COMPANIES INC	HS ADD - 04-A MASONRY PACKAGE #1	9/16/2015	455,050.00
394987	NORTHWESTERN MUTUAL LIFE	EMPLOYER SPONSORED LIFE INS-ANNUAL 15-16	9/15/2015	406,541.63
395045	NORTHLAND CONCRETE & MASONRY LLP	NEW ELEM 04-A MASONRY	9/16/2015	402,032.18
395039	MIDWEST ASPHALT CORP	HS ADD 32-A ASPHALT PAVING & 32-C TENNIS COURTS	9/16/2015	385,661.80
395038	KRAUS-ANDERSON CONSTRUCTION CO	WHS KA CONSTRUCTION MANAGEMENT FEES	9/16/2015	377,114.46
395028	FEHN COMPANIES INC	NEW ELEM 31-A EARTHWORK & SITE UTILITIES	9/16/2015	337,955.59
395040	MINNETONKA PLUMBING INC	SH 23-A MECHANICAL	9/16/2015	313,281.04
395057	THELEN HEATING AND ROOFING INC	HS ADD 23-A HVAC	9/16/2015	282,055.00
395431	TRUST POINT/FBO WAYZATA SCHOOLS	Payroll accrual	9/30/2015	246,455.00
395049	RED CEDAR STEEL ERECTORS INC	HS ADD 05-B STRUCTURAL STEEL - ERECTION	9/16/2015	237,500.00
395233	CDW GOVERNMENT, INC	Upgrade to Wireless Infrastructure in Middle Schools	9/22/2015	204,922.35
395026	EBERT CONSTRUCTION	HS ADD 02-A DEMOLITION	9/16/2015	203,258.98
395041	MUSKA ELECTRIC CO	HS ADD 26-A ELECTRICAL	9/16/2015	170,050.00
395333	INTERMEDIATE DIST 287	OCT 15 PROVIDED SERVICES	9/24/2015	144,272.00
395016	ACOUSTICS ASSOCIATES	SH 09-C ACOUSTICAL CEILINGS	9/16/2015	139,232.00
394980	MCGRAW HILL SCHOOL ED HOLDINGS LLC	HEALTH CURRICULUM K-5	9/15/2015	122,246.19
395228	BL DALSIN ROOFING	EMS - 2015 REROOFING PROJECT TO 8/31/15	9/22/2015	117,399.00
394920	MASTERS PLUMBING HEATING & COOLING	EAST BOILER REPLACEMENT THRU 8/25/15	9/10/2015	112,032.81
395021	CAPITAL CITY GLASS INC	EMS & WMS SECURE ENTRANCES, STOREFRONTS	9/16/2015	107,815.50
395050	R J MECHANICAL INC	HS ADD 22-A PLUMBING	9/16/2015	107,283.20
395046	PARKOS CONSTRUCTION CO INC	EMS & WMS SECURE ENTRY 06-A CARPENTRY	9/16/2015	104,438.78
395275	MN ROADWAYS COMPANY	BV - 2015 PAVEMENT AND GRADING IMPROVEMENTS	9/22/2015	100,326.65
701992	JOHNSON CONTROLS	CMS - REPLACE AUDITORIUM CHILLER	9/18/2015	99,995.00
395051	RTL CONSTRUCTION INC	HS ADD- FIREPROOFING, DRYWALL PACKAGE #1 & #2	9/16/2015	91,826.35
395013	XCEL ENERGY	MONTHLY ENERGY	9/15/2015	89,036.75
395042	NAC (NORTHERN AIR CORP)	NEW ELEM 26-A ELECTRICAL	9/16/2015	86,450.00
394949	BLACKBOARD INC	Annual Moodlerooms Renewal	9/15/2015	70,600.00
701995	PRO-TEC DESIGN	SH CAMERA	9/18/2015	70,364.30
395019	AXEL H OHMAN INC	EMS & WMS SECURE ENTRY 03-A CARPENTRY	9/16/2015	64,258.43
395301	W GOHMAN CONSTRUCTION CO	BV-EXT WALL REHAB 4/30/15 (FINAL)	9/22/2015	61,253.25
395043	NORTH COUNTRY CONCRETE INC	HS ADD - 32-B SITE CONCRETE	9/16/2015	59,808.47
395091	FLOORS BY BECKERS INC	SH-FLOORING	9/17/2015	56,918.00
395048	RACHEL CONTRACTING INC	NEW ELEM 31-B HWY 47 IMPROVEMENTS	9/16/2015	50,825.00
394886	AUTOMATED LOGIC CONTRACTING SVCS	WHS - BAS REPLACEMENT 2015 THRU 8/31/15	9/10/2015	49,888.29
394771	MAIN LINE TRANSPORTATION INC	TRANSPORTATION	9/3/2015	46,951.17
394783	BRAUN INTEREC CORP	WNES-INSPECTION AND MATERIALS TESTING	9/3/2015	43,380.50
395141	WOLD ARCHITECTS AND ENGINEERS	SH-STRUCTURAL INVESTIGATION PROJ #152151	9/17/2015	41,117.77
395030	GEORGE COOK CONSTRUCTION CO	SH 06-A DEMO & CARPENTRY	9/16/2015	39,802.48
394754	RIVERPORT INS CO	DEDUCTIBLE BILLING-WORKERS' COMP	9/1/2015	38,582.33
395062	WELLS CONCRETE	NEW ELEM 03-B ARCHITECTUAL PRECASE WALL PANELS	9/16/2015	36,515.62
395137	UPPER LAKE FOODS	GROCERIES	9/17/2015	36,099.87
394714	GROUP TRAVEL PLANNERS	BAND TRIP-PAY#4 10/14/15-10/19/15	9/1/2015	35,266.00
394738	MN ROADWAYS COMPANY	CMS-REMOVE & REPLACE FIRE LANE	9/1/2015	34,820.30
395061	WEIDNER PLUMBING & HEATING CO	NEW ELEM 23-A HVAC	9/16/2015	34,105.00
395047	PINNACLE WALL SYSTEMS INC	EMS & WMS SECURE ENTRY, CURTAIN WALL, DRYWALL	9/16/2015	31,757.68
395227	APPLE INC	Lab Replacements	9/22/2015	31,170.00
395052	S & J CONTRACTING OF MN LLC	SH 08-A ALUMINUM WINDOWS & LOUVERS	9/16/2015	28,500.00
394702	DISCOVERY EDUCATION	ANNUAL VIDEO STREAMING 8/1/15-7/31/16	9/1/2015	27,795.00
394868	SHI INTERNATIONAL CORP	Software renewal	9/8/2015	24,589.40
395054	SONUS INTERIORS, INC	EMS & WMS SECURE ENTRY 09-C ACOUSTICAL	9/16/2015	24,329.50
395060	VIKING AUTOMATIC SPRINKLER CO	SH-FIRE PROTECTION 21-A	9/16/2015	23,940.00
394829	CDW GOVERNMENT, INC	Update for Call Manager	9/8/2015	23,921.90
702020	HILLYARD INC MINNEAPOLIS	SH-SUPPLIES	9/25/2015	23,474.31

394745	PARALLEL TECHNOLOGIES INC	SH - DEMO DATA RACKS & CABLING IN IDF INSTALL NEW	9/1/2015	22,305.31
395022	CARCIOFINI COMPANY INC	SH 07-B SEALANTS	9/16/2015	20,330.00
395056	SWANSON & YOUNGDALE, INC.	EMS & WMS SECURE ENTRY, PAINTING, WALL COVERING	9/16/2015	19,641.25
395017	ADVANCE TERRAZZO & TILE CO INC	SH TILE - 09-B	9/16/2015	18,800.50
395029	FRANSEN DECORATING INC	SH PAINTING-BASE-ALT#1-ALT#2	9/16/2015	18,610.02
395034	HORIZON ROOFING INC	SH 07-A ROOFING & FLASHING	9/16/2015	17,575.00
395020	BROTHERS FIRE PROTECTION CO.	NEW ELEM 21-A FIRE SUPPRESSION	9/16/2015	17,385.00
395044	NORTHERN LIGHTS STEEL FABRICATION INC	SH 05-A STEEL PACKAGE - SUPPLY & INSTALL	9/16/2015	17,090.50
395053	SCHWICKERT'S TECTA AMERICA LLC	WMS SECURE ENTRY 07-B MEMBRANE ROOFING	9/16/2015	16,910.00
395422	LIFE INSURANCE CO OF NORTH AMERICA	Ins. Tracking Billing	9/30/2015	16,502.18
394860	PEARSON EDUCATION	5TH GRADE SCIENCE TEXTBOOKS	9/8/2015	16,069.33
394727	KAMIDA	PC - REMOVE AND REPLACE MISC SIDEWALK/CURB	9/1/2015	15,940.00
395367	WAYZATA, CITY OF	OFFICER-1ST 1/2 SCHOOL YR 15-16 2015 RATE	9/24/2015	15,523.00
394734	LIFE INSURANCE CO OF N AMERICA	Ins. Tracking Billing	9/1/2015	15,379.84
395430	SCHOOL SERVICE EMPLOYEES	Payroll accrual	9/30/2015	14,245.68
395407	RIVERPORT INS CO	DEDUCTIBLE BILLING STATEMENT 8/31/15	9/29/2015	14,192.03
395055	SUMMIT COMPANIES	EMS & WMS SECURE ENTRY 21-A FIRE SUPPRESSION	9/16/2015	13,339.71
394770	ZOLTAR INVESTMENT GROUP LLC	16th ave rent 9/15	9/1/2015	13,305.02
395293	STRIPE-A-LOT	KL/GL/WMS/GW - PARKING LOT STRIPIING AT 4 SCHOOLS	9/22/2015	12,829.00
395323	DIVERSIFIED SNACK DISTRIBUTION INC	GROCERIES	9/24/2015	12,003.32
394889	CENTRAL WOOD PRODUCTS	MDE#41006 GW-TOP OFF	9/10/2015	11,720.00
395267	KUE CONTRACTORS INC	EMS - POOL STRUCTURAL DECK REPAIR & TILE REPLACEMENT	9/22/2015	11,402.00
394794	JESSEN PRESS INC	15-16 CALENDARS	9/3/2015	11,207.00
395304	A TO G MUSIC INC	7 CELLOS	9/24/2015	10,840.00
395264	IOCP	comm ed rent 10/15	9/22/2015	10,534.21
395235	CENTER FOR EFFICIENT SCHOOL OPERATIONS	CUSTODIAL MGMT 6/15/15-7/14/15	9/22/2015	10,500.00
702021	INSPEC, INC.	DESIGN, OBSERV, TESTING & DRAWINGS	9/25/2015	10,204.76
395127	PUSH PEDAL PULL	ATH-WGT RM SUPPLIES	9/17/2015	9,831.00
395423	CORPORATE HEALTH SYSTEMS INC	Payroll accrual	9/30/2015	9,622.80
395250	FIRST STUDENT, INC	TRANSPORTATION	9/22/2015	9,597.86
394947	BALL, STEVEN	EMS - POOL PAINTING	9/15/2015	9,485.00
394973	LOFFLER COMPANIES INC	WHS COPY CENTER KONICA COPIER BLANKET	9/15/2015	9,445.65
394866	SANS	Software Renewal	9/8/2015	9,192.82
394978	LOW VOLTAGE CONTRACTORS	MDE#41025 HS-FIRE ALARM INSP'N	9/15/2015	9,143.00
395058	URBAN COMPANIES LLC	SH SITE WORK 31-A	9/16/2015	8,882.50
394773	ACTIVE INTERNET TECHNOLOGIES LLC	COMM-WEB HOSTING SERV	9/3/2015	8,500.00
394916	KARGES-FAULCONBRIDGE, INC	EMS - COMMISSIONING SERVICES FOR BOILER REPLACEMENT	9/10/2015	8,385.00
395418	WOLD ARCHITECTS AND ENGINEERS	CMS-RENOVATION 2016 #152140	9/29/2015	8,382.41
395329	HANUS ENTERPRISES,LLP	bus garage rent 10/15 + ADJ-AUG & SEPT	9/24/2015	8,368.00
395242	DELTA EDUCATION	Science Center SUPPLIES	9/22/2015	8,345.20
395285	CITY OF PLYMOUTH - FINANCE DEPT	BV-WATER	9/22/2015	8,261.41
394881	ISD #281-ROBBINSDALE SCHOOLS	14-15 C & T TUITION	9/10/2015	8,196.98
395295	TRUGREEN	DIST-LAWN TREATMENT	9/22/2015	8,051.00
394772	N HENNEPIN COMMUNITY COLLEGE	CONCURRENT ENROLLMENT 14-15	9/3/2015	8,000.00
701953	COMMERCIAL KITCHEN SERVICES	PC-CHANGED FILTER DELIMED COMBI	9/3/2015	7,347.68
395312	BERGIN FRUIT AND NUT COMPANY	GROCERIES	9/24/2015	7,253.29
394938	POLAR ELECTRO INC	Heart Rate Sensors	9/15/2015	6,900.00
702005	STAPLES ADVANTAGE	STAPLES BLANKET PO	9/18/2015	6,766.76
394937	INTERMEDIATE DIST 287	SP ED 14-15 (FINAL)	9/15/2015	6,761.11
701975	TRIO SUPPLY CO	ASSORTED SUPPLIES	9/3/2015	6,754.09
395232	BRAUN INTEREC CORP	SH - INSPECTION & TESTING SERVICES	9/22/2015	6,713.00
395290	REPUBLIC SERVICES #894	SERVICES 8/15	9/22/2015	6,670.59
394698	CENTURY LINK BUSINESS SERVICES	AUG INTERNET	9/1/2015	6,500.00
395421	LIFE INSURANCE CO OF NORTH AMERICA	Ins. Tracking Billing	9/30/2015	6,237.92
395076	CASCIO MUSIC CO INC	MUSICAL INSTRUMENTS 2015-2016	9/17/2015	6,076.00
395378	EATON CORPORATION	TECH-UPS BATTERY MAINT	9/29/2015	5,941.99
394733	LIFE INSURANCE CO OF N AMERICA	Ins. Tracking Billing	9/1/2015	5,823.84
395018	ALL METRO EXCAVATING INC	EMS & WMS SECURE ENTRY, SITE CLEARING, EARTHWORK	9/16/2015	5,700.00
395079	CHILEDIA INSTITUTE INC	OUT OF STATE TUITION 8/1-8/31	9/17/2015	5,662.57
394935	SCHOOL SERVICE EMPLOYEES	Payroll accrual	9/15/2015	5,658.96
394875	WORKS COMPUTING	Renewal of VMware	9/8/2015	5,563.00
395007	UNIVERSAL ATHLETIC SERVICE INC	PE APPAREL-EMS	9/15/2015	5,496.00

701996	RELATE COUNSELING CTR	CONTRACT-JULY	9/18/2015	5,441.25
394897	FAVORITE SERVICES, INC	MDE#41006 OW,GW,GL &BV-WOOD CHIPS	9/10/2015	5,400.00
394821	ALPHA VIDEO & AUDIO, INC	Camcorder order with accessories	9/8/2015	5,387.00
394887	AUTOMATED LOGIC CONTRACTING SVCS	CMS-BAS REPLACEMENT 2015 TO 8/31/15 #142072	9/10/2015	5,288.26
394896	ENVIROMENTAL PROPERTY AUDIT, INC	MDE#NEW OW-SUMMER ASBESTOS-GYM FLOOR	9/10/2015	5,255.25
395234	CEL PUBLIC RELATIONS, INC.	CED-DEPOSIT #1 WINTER BROCHURE	9/22/2015	5,226.27
394884	APPLE INC	LIGHTNING TO USB CAB REF PO#6070160002	9/10/2015	5,214.95
702041	STAPLES ADVANTAGE	1ST FLOOR OFF SUPP	9/25/2015	5,169.86
395031	GRAZZINI BROTHERS & CO	EMS & WMS SECURE ENTRY 09-D FLOORING	9/16/2015	5,160.40
394959	FIRST STUDENT, INC	TRANSPORTATION	9/15/2015	4,969.03
701991	INSPEC, INC.	PC RAIN GARDEN INSPECTIONS	9/18/2015	4,935.00
395269	LIFETIME FITNESS, INC.	Lifetime fitness lockerroom rental 10/15	9/22/2015	4,919.30
395286	PLYMOUTH PRESBYTERIAN CHURCH	RENT 9/15	9/22/2015	4,900.00
395023	CD TILE & STONE INC	WMS SECURE ENTRY 09-B TILE	9/16/2015	4,822.20
395402	PETERSON COMPANIES INC	GW - 2015 STORM SEWER IMPROVEMENT PROJECT	9/29/2015	4,791.90
395025	CONTINUITY ELECTRICAL CONTRACTOR	SH ELECTRICAL 26-A	9/16/2015	4,782.30
394760	TRI-DIM FILTER CORP	PC-FILTERS	9/1/2015	4,598.07
394769	XEROX FINANCIAL SERVICES	WPS PRODUCTION COPIER BLANKET	9/1/2015	4,520.00
395368	XEROX FINANCIAL SERVICES	WPS PRODUCTION COPIER BLANKET	9/24/2015	4,520.00
394926	SYNERGIZE SPORTS MARKETING	PE SHIRTS-CMS	9/10/2015	4,500.00
702012	FOLLETT SCHOOL SOLUTIONS INC	WHS MATH TEXTBOOKS	9/25/2015	4,491.35
394704	DIVERSIFIED SNACK DISTRIBUTION INC	GROCERIES	9/1/2015	4,442.68
701955	INSPEC, INC.	DW - DISTRICT WIDE PAVEMENT MANAGEMENT	9/3/2015	4,400.00
395033	HALDEMAN-HOMME, INC	HS ADD 10-A LOCKERS	9/16/2015	4,389.80
701972	STAPLES ADVANTAGE	FLC-SUPPLIES	9/3/2015	4,309.44
395305	ADVANCE PIERRE FOODS	GROCERIES CUST#602590	9/24/2015	4,268.80
395346	PAMS LUNCHROOM LLC	SERVICE 8/15	9/24/2015	4,243.20
395341	MILLER 32ND AVE, LLC	MILLER AVE RENT 10/15	9/24/2015	4,224.01
394721	HORIZON COMMERCIAL POOL SUPPLY	EMS - 6" UV BY-PASS PLUMBING ISNTALLED ON EMS	9/1/2015	4,061.00
395262	INNOVATIVE OFFICE SOLUTIONS	GW-BV CASCADE STORAGE	9/22/2015	4,047.58
394751	RAV TECHNOLOGIES, INC	CMS-WOOD LAB	9/1/2015	4,001.80
395245	ELLSWORTH PUBLISHING CO	Renewal of Licenses-EXP 8/31/16	9/22/2015	3,982.99
394699	CHELSOM CONSULTANTS LIMITED	CEDHB-PROF SERV 8/25 & 8/26	9/1/2015	3,936.00
394936	AIRPORT TAXI, INC	TRANSPORTATION	9/15/2015	3,882.00
395322	DENNY'S 5TH AVENUE BAKERY	GROCERIES	9/24/2015	3,856.37
701962	SCHMITT MUSIC CO	CMS-BAND BKS	9/3/2015	3,799.24
702023	MOTG (MN OFFICE TECHNOLOGY GRP)	PRINTER MONTHLY MAINTENANCE	9/25/2015	3,768.11
394765	US ENERGY SERVICES, INC	ENERGY-JULY 15	9/1/2015	3,696.09
395337	LANDS BEST FOODS, LLC	GROCERIES	9/24/2015	3,618.05
701951	ALLEGRA PRINT & IMAGING	PRINTING	9/3/2015	3,605.56
394687	ALL CLEANING APPLICATIONS	MDE#51716 CLEAN EXHAUST HOODS	9/1/2015	3,600.00
395119	MINDSET WORKS INC	PROFESSIONAL DEVELOPMENT 9/1/2015	9/17/2015	3,500.00
395114	MACKIN EDUCATIONAL RESOURCES	WMS-MEDIA CTR BKS	9/17/2015	3,400.00
394923	RENAISSANCE LEARNING INC	SH-RENEW ANNUAL HOSTING FEE	9/10/2015	3,379.51
395001	RENAISSANCE LEARNING INC	KL-READING PROG-ANNUAL HOSTING FEE	9/15/2015	3,379.51
702028	SCHMITT MUSIC CO	BAND MUSIC	9/25/2015	3,364.33
394801	NEW ENGLAND SECURITY LOCK CO	WMS-HALLWAY & PE LOCKS	9/3/2015	3,340.60
395300	VISTA HIGHER LEARNING	AP SPANISH	9/22/2015	3,219.93
395325	ELSMORE AQUATICS	G SWIM GEAR-ATH	9/24/2015	3,158.40
395363	TROPICANA CHILLED DSD	BEVERAGES-CUST#124737	9/24/2015	3,131.68
395361	TRI-DIM FILTER CORP	EMS-FILTERS	9/24/2015	3,109.75
394713	GRAINGER INC., W. W.	WMS-TOOLS	9/1/2015	3,042.33
702043	TRUSTED EMPLOYEES	BACKGROUND CHECKS	9/25/2015	3,009.00
395318	CORPORATE HEALTH SYSTEMS INC	FLEX PROCESS-9/15 & COBRA	9/24/2015	2,960.96
394895	ENVIROBATE	MDE#05087 EMS-ASBESTOS	9/10/2015	2,945.00
395131	RENAISSANCE LEARNING, INC	PC-READING PROG-ANNUAL HOSTING FEE 15/16	9/17/2015	2,880.50
395074	BUILDING RESTORATION CORP	EMS-COUNTER INSTALL	9/17/2015	2,840.00
394914	HOME DEPOT/GEFCF	GL-SUPPLIES	9/10/2015	2,768.08
395371	BARNES & NOBLE	PC-BKS OF THE MONTH	9/29/2015	2,756.00
395375	CREATIVE CATERING LLC BY MOLLY	HS-STAFF BREAKFAST-WKSP WK	9/29/2015	2,730.00
701980	INTERSTATE POWER SYSTEMS	MDE#41024 WMS GENSET INSP	9/11/2015	2,725.24
702009	COMMERCIAL KITCHEN SERVICES	DISH MACHINE-WMS	9/25/2015	2,714.98

394942	AIR SYSTEMS ENGINEERING INC	WMA-& EMS-Test& Balance Air& Water Distribution Systems	9/15/2015	2,700.00
394706	E-CONOLIGHT LLC	HS-CANOPY LIGHTS	9/1/2015	2,663.67
395298	UPPER LAKE FOODS	GROCERIES	9/22/2015	2,552.99
394813	UNIVERSAL ATHLETIC SERVICE INC	WMS-PE UNIFORMS	9/3/2015	2,523.25
394808	SEARCH INSTITUTE	EMS-WKSP 8/31/15	9/3/2015	2,500.00
394893	ELECTRIC SCIENTIFIC CO. INC.	MDE#41025 CMS-UPGRADE FIRE ALARM PANEL	9/10/2015	2,475.00
395229	BLB CONSULTING LLC	CSF-SCHOOLDUDE/REVIT	9/22/2015	2,420.00
151600200	PETERSON, SHEILA	REIMBURSE	9/9/2015	2,408.40
702007	ALLEGRA PRINT & IMAGING	FORMS 2015-2016	9/25/2015	2,392.53
394696	CENTURY LINK	MONTHLY SERV-8/15	9/1/2015	2,356.29
395082	DELTA EDUCATION	Science Center SUPPLIES	9/17/2015	2,337.50
395073	BRAIN POP LLC	GW-BRAIN POP	9/17/2015	2,295.00
395258	HILL CO, ROBERT B.	WMS-SALT	9/22/2015	2,279.42
394717	HI-TECH REFRIGERATION	KL-REPLACED COOLER FAN MOTOR	9/1/2015	2,255.99
394695	CAPTURE VIDEO	COMM-15/16 BACK-TO-SCHOOL KNGN VIDEO	9/1/2015	2,250.00
394719	HIRSHFIELDS' PAINT MANUFACTURING	DIST-FIELD PAINT	9/1/2015	2,202.00
395009	WAYZATA, CITY OF	AD-WATER/SEWER	9/15/2015	2,180.69
394836	ENGINEERING DESIGN INITIATIVE LTD	Blanket PO for fiber consulting 7/15	9/8/2015	2,160.00
394877	ZANER-BLOSER	HANDWRITING WORKBOOKS 3RD GRADE	9/8/2015	2,091.52
395401	PCS REVENUE CONTROL SYSTEMS, INC	EMS-MONITOR ETC	9/29/2015	2,070.96
394960	HAMEL BUILDING CTR	CMS-LUMBER FOR CLASS	9/15/2015	2,054.25
395326	ENGINEERING DESIGN INITIATIVE LTD	Blanket PO for fiber consulting TO 8/31/15	9/24/2015	2,000.00
394944	AMERICAN ENGINEERING TESTING INC	EMS-TEST POOL STRUCTURE DECK REPAIR & TILE REPLACE	9/15/2015	1,985.30
394970	LINDGREN DESIGN, IRENE	PROF SERVICE	9/15/2015	1,980.00
395014	XCEL ENERGY	16TH AVE-ENERGY 8/1-8/29	9/15/2015	1,916.28
395134	SCHMITTY & SONS / GRAY LINE MPLS	ATH-TRANSPORT-G SWIM	9/17/2015	1,856.80
395352	SCHMITTY & SONS / GRAY LINE MPLS	ATH-TRANSPORT B & G CC	9/24/2015	1,856.80
395403	PHASOR ELECTRIC CO	KL-CONNECT SYSTEMS IN COMPUTER LAB	9/29/2015	1,820.45
395307	ALLINA HEALTH	OCC HEALTH HIST & PHYSICAL (19)	9/24/2015	1,805.00
394726	KAMIDA	GL-REPAIR CATCH BASIN	9/1/2015	1,800.00
395383	GOLIN, SHERYL	CED-BIKE CLUB 7/1-11/1	9/29/2015	1,800.00
394924	SCHWAB VOLLHABER LUBRATT INC	CMS-COND FAN RTU 31	9/10/2015	1,760.66
394870	SPIRITWEAR USA	FB APPAREL-ATH	9/8/2015	1,758.95
395404	PROJECT LEAD THE WAY, INC	PARTICIPATION FEE-PATHWAY TO ENGINEERING 15-16	9/29/2015	1,750.00
394851	LIDS TEAM SPORTS	ATH-V B CC WARM-UPS	9/8/2015	1,697.16
394798	LINEHAN, JAMES	ASSEMBLY PERFORMANCE 10/8/15-PC	9/3/2015	1,695.00
394873	THIRD PARTY INTEGRITY INC	MA CONT SERV 8/15	9/8/2015	1,666.66
702024	PRO-TEC DESIGN	SOFTWARE SUPPORT AGREEMENT	9/25/2015	1,651.00
701983	MOTG (MN OFFICE TECHNOLOGY GRP)	PRINTER MONTHLY MAINTENANCE 7/18-8/17/15	9/11/2015	1,614.66
394969	LEARNING A-Z	RAZ KIDS LEARNING A TO Z	9/15/2015	1,614.05
395004	SKYWARD USERS CONFERENCE OF MN	CMS-SKYWARD CONF 10/15	9/15/2015	1,575.00
702042	STATE SUPPLY CO, INC.	EMS PLUMBING	9/25/2015	1,570.95
394940	ABEE INC	HS-RCC INSPECTION	9/15/2015	1,566.00
394997	PUBLIC STORAGE	STORAGE 10/15	9/15/2015	1,544.00
394859	ON SITE SANITATION	ATH-SANIT UNITS 8/15-9/11	9/8/2015	1,539.28
394922	NAPA AUTO PARTS OF CORCORAN	CSF-LOWER SHOP SUPPLIES	9/10/2015	1,538.05
701957	MP NEXLEVEL LLC	LOCATES	9/3/2015	1,534.31
395354	SPIRITWEAR USA	SUPER FAN SHIRTS-ATH	9/24/2015	1,508.90
395282	PINNACLE WALL SYSTEMS INC	EMS-RM 221	9/22/2015	1,500.00
395397	NORTHERN LIGHTS	DJ HOMECOMING 9/26/15	9/29/2015	1,488.60
395260	HIRSHFIELDS' PAINT MANUFACTURING	ATH-FB FIELD PAINT	9/22/2015	1,444.80
394847	JIMMY'S JOHNNYS INC	HS-BIFFS 8/15	9/8/2015	1,430.01
394806	REALLY GOOD STUFF	classroom supplies	9/3/2015	1,380.40
394814	VILLAGE MEATS	FOOD FOR IPAD ROLL OUT&TECH INSTITUTE W/MTKA	9/3/2015	1,379.97
701986	STAPLES ADVANTAGE	YARN SUMMER SUPPLIES	9/11/2015	1,375.54
394759	ST. CROIX SCREENPRINTING INC	ATH-G CC & T & F UNIFORMS	9/1/2015	1,350.00
701990	GENERAL SPORTS CORPORATION	TENNIS APPAREL	9/18/2015	1,347.50
702029	SCHOLASTIC INC	2ND GR SCHOL NEWS SUBSCRIPTION	9/25/2015	1,341.80
395255	GRAINGER INC., W. W.	BV-AXIAL FAN	9/22/2015	1,328.34
395105	INTERMEDIATE DIST 287	DATA RETREAT 8/17-8/20	9/17/2015	1,295.47
394775	ADVISORS MARKETING GROUP	HR-PINS	9/3/2015	1,280.23
394788	FIRST STUDENT, INC	TRANSPORTATION	9/3/2015	1,261.27

394681	10K CUSTOM LETTERING	PC-ADULT T-SHIRTS	9/1/2015	1,260.00
395070	BG CONSULTING	HR-PROF SERV 6/29/15	9/17/2015	1,260.00
395299	VALLEY HIGH SCHOOL	HS DEBATE-MID-AMERICA CUP 9/26-9/28	9/22/2015	1,260.00
394979	MAIL FINANCE (FORMERLY NEOPOST)	NEOPOST IS-490 W/DYNAMIC SCALE-BLANKET	9/15/2015	1,244.73
395313	BLICK ART MATERIALS	GW-ART SPECIALIST SUPPLIES	9/24/2015	1,236.91
394867	SCHOOLMATE	STUDENT PLANNERS-SH	9/8/2015	1,225.50
395281	NHA HEATING & AIR CONDITIONING INC	HS-REPAIR VFD	9/22/2015	1,213.00
394841	INNOVATIVE GRAPHICS	ATH-T-SHIRTS	9/8/2015	1,203.00
395382	FASTBRIDGE LEARNING LLC	15-16 FASTBRIDGE LICENSE	9/29/2015	1,200.00
395415	THE BAKKEN	OW-4TH GR FIELD TRIP 11/19/15	9/29/2015	1,199.00
394921	MINT ROOFING INC	KL-REPAIR ROOF	9/10/2015	1,198.02
701981	MEI - MINNESOTA ELEVATOR INC	SEPT YEARLY SERVICE	9/11/2015	1,177.03
395399	ON SITE SANITATION	ATH-SANIT UNITS 9/12-10/9	9/29/2015	1,170.00
394988	OLSEN FIRE PROTECTION, INC	MDE#41026 HS KITCHEN-SFM CORRECTION	9/15/2015	1,155.00
394983	MTI DISTRIBUTING INC	CSF-TORO PARTS	9/15/2015	1,151.59
394855	MN ZOO	GWHB-FIELD TRIP 8/14/15	9/8/2015	1,149.75
394827	BENCHMARK EDUCATION CO	BOOK ROOM ORDER - 1ST GRADE	9/8/2015	1,149.50
395002	RETROFIT COMPANIES INC	MDE#41013 CSF-HAZ MATERIALS	9/15/2015	1,136.00
394842	INTL BOOK IMPORT SERVICE INC	GERMAN TEXTBOOKS	9/8/2015	1,127.99
151600193	EDWARDS, JOHN	REIMBURSE	9/9/2015	1,113.62
394950	BRAUN INTEREC CORP	OW-SLAB MOISTURE TESTING THRU 8/21/15	9/15/2015	1,109.00
394929	WORKS COMPUTING	TECH-CONSULT	9/10/2015	1,105.00
394901	HERC-U-LIFT, INC	MDE#41005 CMS-AERIAL LIFT INSP'N	9/10/2015	1,104.00
394880	INTERMEDIATE DIST 917	14-15 C & T TUITION	9/10/2015	1,102.92
395387	KROSSOVER INTELLIGENCE	ON-LINE FILM STORAGE-ATH	9/29/2015	1,099.00
395011	WAYZATA CLEANERS	DRY CLEANING-HS	9/15/2015	1,067.96
394833	CUSTOM HOME BUILDERS TITLE, LLC	CREEKSIDE & HS-TITLE COMMITMENT & RECORDING FEE	9/8/2015	1,064.00
395123	ON SITE SANITATION	PC PORTABLE SINK	9/17/2015	1,058.00
394971	LINDH, DEBRA	CED-PROF SERV 8/25 & 8/27	9/15/2015	1,050.00
395347	CITY OF PLYMOUTH - FINANCE DEPT	HS-FB SECURITY 8/22 & 8/28	9/24/2015	1,037.89
394703	DISCOUNT STEEL, INC	CMS-PALLETS	9/1/2015	1,025.83
394817	XCEL ENERGY	HS-MOVE CABLE TO TRENCH	9/3/2015	1,024.71
394800	MN ROADWAYS COMPANY	PC-ASPHALT PATCHING	9/3/2015	1,024.00
394686	AIR PURIFICATION & ENERGY CONSERVATION	CMS-FILTERS	9/1/2015	1,007.83
394993	POSTMASTER	DEPOSIT BR 118-001	9/15/2015	1,000.00
394723	J & J GLASS & GLAZING INC	HS-RM A220-SAFETY GLASS	9/1/2015	978.11
394918	LARSON CO, J. H.	SH-LAMPS	9/10/2015	976.16
395237	COLONNESE, CONNIE	REFUND-BAND TRIP (ORLANDO)	9/22/2015	969.03
394919	MARS CO, W. P. & R.S.	MDE#41003 DIST-PPE	9/10/2015	944.50
395370	APPLE JACK ORCHARDS	SH-KNGN FIELD TRIP	9/29/2015	938.00
394915	JOHNSTONE SUPPLY	HS-HEAD END RM SUPPLIES	9/10/2015	925.84
395297	UNIVERSITY OF MICHIGAN	HS-DEBATE 10/15	9/22/2015	900.00
395012	WORKS COMPUTING	Fiber Cables	9/15/2015	887.15
394731	LARSON CO, J. H.	GL-LAMPS	9/1/2015	873.92
394822	AMERICAN C.P.R. & FIRST AID, INC	CED-HB STAFF TRAINING 8/27/15	9/8/2015	870.00
394975	LOFFLER COMPANIES, INC	WHS PRINCIPAL COPIER BLANKET	9/15/2015	862.12
394852	MN ASSN OF SECONDARY SCH PRINCIPALS	EMS-MASSP & NASSP DUES 15-16	9/8/2015	853.00
394737	MINNETONKA PLUMBING INC	SH-REPAIR BOILER RM LEAK	9/1/2015	851.30
394708	ELLIOTT'S PAINTING & DECORATING INC	CSF-REMOVE GRAFFITI	9/1/2015	833.96
394739	MN ASSN OF SCHOOL ADMINISTRATORS	TECH-MASA MEMBERSHIP 15-16	9/1/2015	825.00
394689	ALLINA HEALTH SYSTEM	PRE-EMPLOY SCREENING 8/25/15	9/1/2015	800.00
701978	ECOLAB PEST ELIMINATION DIV	WMS PEST CONTROL	9/11/2015	787.65
395324	DVM PIZZA, INC	PIZZA	9/24/2015	787.50
701989	FOLLETT SCHOOL SOLUTIONS INC	READERS NOTEBOOKS 3RD-4TH-5TH	9/18/2015	771.75
394715	HASSAN SAND & GRAVEL	KL FIELDS-SANDS	9/1/2015	771.53
395270	MACKIN EDUCATIONAL RESOURCES	PO - MEDIA CENTER	9/22/2015	770.95
702010	ECM PUBLISHERS, INC	VOL 34 ISSUE 1	9/25/2015	759.81
395225	ALL STRINGS ATTACHED	ORCH-VIOLA	9/22/2015	750.00
394927	TIMBERWALL LANDSCAPE & MASONRY	GL-ENTRY PROJECT	9/10/2015	743.10
394928	US ENERGY SERVICES, INC	MGMT FEE 9/15	9/10/2015	743.00
395316	CLIFTONLARSONALLEN LLP	FY 2015 Audit Services	9/24/2015	728.39
394968	LAKESHORE LEARNING MATERIALS	BV-CMS K RUG	9/15/2015	720.10

151600211	DAHL, JEFFREY	REIMBURSE	9/16/2015	719.69
395389	MARSH, JULIE	REIMBURSE-SENIOR FB POSTERS	9/29/2015	709.86
394857	NCS PEARSON INC	WORK SAMPLING-PEARSON	9/8/2015	705.71
394809	STEP SAVER INC	HS-SALT	9/3/2015	701.61
394951	CALCULATORS, INC	OW-5TH GR CALCULATORS	9/15/2015	700.75
395287	POSTMASTER	BRM ANNUAL MAINT FEE EXP 1/9/15	9/22/2015	700.00
395411	SKYWARD USERS CONFERENCE OF MN	TECH-REGISTER	9/29/2015	700.00
394834	EASTBAY TEAM SALES	ATH-B SOCCER APPAREL	9/8/2015	686.36
395241	DELTA EDUCATION	16th AVE-KIT REPLACEMENT ITEMS	9/22/2015	681.52
395291	SERIGRAPHICS SIGN SYSTEMS, INC	SH-SIGNAGE	9/22/2015	677.00
394883	3 SCREENS.COM	SH-SCHOOL ASSEMBLY (DEPOSIT)	9/10/2015	675.00
394894	ELLIOTT'S PAINTING & DECORATING INC	KL - REPAINTING OF (5) EXTERIOR DOORS& (4) ROOMS.	9/10/2015	669.78
394990	PARALLEL TECHNOLOGIES INC	SH-PULL BACK FIBER	9/15/2015	664.55
394777	AGROPUR INC DIVISION OF NATREL USA	DAIRY PRODUCTS	9/3/2015	656.15
394692	BROWN'S ICE CREAM CO	GROCERIES	9/1/2015	651.41
395413	SPIRITWEAR USA	ATH-STAFF JACKETS	9/29/2015	649.60
394684	ACE SUPPLY CO, INC	GL-FIXED BLADE FILTER	9/1/2015	646.07
395374	CONTINENTAL MATHEMATICS LEAGUE	REGISTER	9/29/2015	639.00
394882	ISD #625-ST PAUL SCHOOLS	14-15 C & T TUITION	9/10/2015	634.86
701993	MOORE MEDICAL LLC	HEALTH SUPPLIES	9/18/2015	628.67
395084	DOYLE SECURITY PRODUCTS	NEW ELEM-LOCK PINS	9/17/2015	616.69
395306	ALLINA HEALTH SYSTEM	PRE-EMPLOY SCREEN 9/9	9/24/2015	615.00
702013	GENERAL SPORTS CORPORATION	APPAREL G TENNIS	9/25/2015	610.00
394850	LAKESHORE LEARNING MATERIALS	KINDERGARTEN WALL ORDER BTS	9/8/2015	607.90
394982	MN STATE HIGH SCHOOL MATH LEAGUE	HS-LETTER OF INTENT	9/15/2015	600.00
394750	RACE PACE SWIM GEAR	LATEX CAPS-ATH	9/1/2015	597.00
394939	3RD LAIR SKATE PARK	CED-SKATEBRD CAMP 8/24-28	9/15/2015	595.00
394952	CAROLINA BIOLOGICAL SUPPLY CO	REPLACEMENT ITEMS:NEW PLANTS	9/15/2015	590.81
394710	GOPHER STATE ONE-CALL	LOCATES-7/15	9/1/2015	583.10
395360	TIME FOR KIDS	BV-5TH GR SUBSCRIPTIONS	9/24/2015	579.80
395365	ULINE SHIPPING SUPPLY	DIST-CLOTHES RACKS	9/24/2015	569.54
395230	BLUE TARP FINANCIAL INC	CSF-MAINT SUPPLIES	9/22/2015	565.80
394985	NATL SPEECH & DEBATE ASSN/FORENSIC LEAGUE	HS-SPEECH MEMBERSHIP 15-16	9/15/2015	560.00
395092	GENERATIVE LEARNING	COGNITIVE COACH WKSP 15-16 SESSION 2	9/17/2015	550.00
151600242	SHERWOOD, JAIME	REIMBURSE	9/16/2015	549.99
395357	TIME FOR KIDS	OW-GR 5 SUBSCRIPTION	9/24/2015	535.20
394774	ADI	OW-STORAGE DR ELEC LOCK	9/3/2015	534.57
394874	UNIVERSAL ATHLETIC SERVICE INC	ATH-B CC UNIFORMS	9/8/2015	519.64
395379	EBC (EDUCATORS BENEFIT CONSULTANTS)	HR-9/15 FEE	9/29/2015	519.60
151600182	HANRAHAN, MARGARET	REIMBURSE	9/2/2015	516.83
151600232	NEIL, KAREN	REIMBURSE	9/16/2015	507.61
701994	PEDIATRIC HOME SERVICE	MA NURSE	9/18/2015	506.25
395351	ROOT-O-MATIC	PC-SERV FLOOR DRAIN	9/24/2015	505.00
395420	ZELICKSON, SUE	CED-PROF SERV 9/22/15	9/29/2015	500.00
702030	SCHOOL SPECIALTY	CMS - METER STICKS	9/25/2015	496.76
395027	ENVISION GLASS INC	NEW ELEM 08-C CURTAIN WALL, STOREFRONT & WINDOWS	9/16/2015	495.80
395122	NELSON, PETER	MAP-DATA ANALYSIS & REPORTING 7/15	9/17/2015	490.00
395345	ON SITE SANITATION	ATH-SANIT UNITS 8/29 CUST#009390	9/24/2015	490.00
395277	MY LAUNDRY SQUAD	DIST-CUSTODIAL LAUNDRY 8/15	9/22/2015	480.00
395310	ART SPARK LLC	CED-FASHION ART CAMP	9/24/2015	480.00
394818	XEROX FINANCIAL SERVICES	ECSE RM D116 & WELCOME CENTER COPIER BLANKET	9/3/2015	477.96
395359	TIME FOR KIDS	BV-5TH GR MAGAZINES	9/24/2015	468.30
394735	LIFELINE AUDIO VIDEO TECHNOLOGIES	TECH-REPAIR AMPLIFIER	9/1/2015	460.00
395366	US FOODS CULINARY E & S	DIST-KITCHEN SUPPLIES #H001568	9/24/2015	455.59
395356	TIME FOR KIDS	SH-3RD GR SUBSCRIPTIONS	9/24/2015	454.92
395358	TIME FOR KIDS	BV-1ST GR SUBSCRIPTION	9/24/2015	446.00
395086	EBERT, CHRISTINE	PARTYLITE FUNDRAISESR-HS	9/17/2015	443.50
394792	IBM CORP	SOFTWARE 7/1/15-6/30/16	9/3/2015	440.80
394999	PUMP & METER SERVICE, INC	MDE#41012 GL-REPLACE UST WIRE	9/15/2015	439.69
151600199	LEMPOLA, GISELE	REIMBURSE	9/9/2015	438.92
395015	XEROX FINANCIAL SERVICES	ECSE RM D116 & WELCOME CENTER COPIER BLANKET	9/15/2015	434.51
394819	XEROX FINANCIAL SERVICES	HS MEDIA/ATHLETICS COPIER LEASE BLANKET	9/3/2015	430.47

151600213	ELLINGSON, JOEL	REIMBURSE	9/16/2015	427.47
701987	ACME TOOLS - PLYMOUTH	CSF-LOWER SHOP SUPPLIES	9/18/2015	423.78
394898	GRAINGER INC., W. W.	SUPPLIES	9/10/2015	423.53
394872	SZARKE, JOY	CONT SERV 8/15	9/8/2015	421.11
394718	HIRSHFIELD'S PAINT	CMS GYM-PAINT	9/1/2015	420.26
395393	METRO ECSU-REGION 11 IDS #920	REGISTER-YOUNG SCHOLARS 12/3/15 (7)	9/29/2015	420.00
395353	SHAMROCK GROUP	ATH-REPAIR ICE MACHINE	9/24/2015	407.61
395085	EBC (EDUCATORS BENEFIT CONSULTANTS)	admin and compliance service 9/15	9/17/2015	406.80
151600208	ANDERSEN-LAWRANCE, CAROL	REIMBURSE	9/16/2015	406.50
395336	KARLSBURGER FOODS, INC	GROCERIES-CUST#14008	9/24/2015	401.16
394730	LARSON CO, GUSTAVE A.	CMS-SUPPLIES	9/1/2015	399.82
394869	SMITH, KRISTEN	B SOCCER-PRINTING & FOOD	9/8/2015	396.16
151600194	ELMHIRST, DAVID	REIMBURSE	9/9/2015	386.13
394837	GRAINGER INC., W. W.	ATH-CONES	9/8/2015	384.00
394741	MTI DISTRIBUTING INC	CSF-GRDS MASTER PARTS	9/1/2015	381.16
394844	J & R SCHOOL SUPPLIES	PENCIL MACHINE-SH	9/8/2015	378.78
394766	VILLAGE MEATS	TECH-LUNCH FOR STI	9/1/2015	375.38
394824	APPLE VALLEY VOLLEYBALL BOOSTER CLUB	ATH-JV & 10A VB 10/24/15	9/8/2015	375.00
395330	HI-TECH REFRIGERATION	CMS-REPAIR DISPLAY CASE	9/24/2015	372.80
395000	RASSIER, RICHARD	PROF SERV 9/14/15-ATH	9/15/2015	367.00
394965	IRON MOUNTAIN	DIST-STORAGE 9/15	9/15/2015	365.99
395331	HOUSE OF NOTE	MS-ORCH SUPPLIES	9/24/2015	361.92
151600209	CORENS, KRISTIN	REIMBURSE	9/16/2015	361.00
395263	INTERSTATE POWER SYSTEMS	TECH-GENERATOR MAINT	9/22/2015	360.00
394917	KD & COMPANY RECYCLING INC	EMS-RAIN GARDEN SUPPLIES	9/10/2015	359.90
151600235	RAVNHOLDT, TANYA	REIMBURSE	9/16/2015	351.13
394758	SKYWARD USERS CONFERENCE OF MN	AD-REGISTER-CONF 10/15	9/1/2015	350.00
395271	MAKEMUSIC	Software for WHS Music Dept	9/22/2015	350.00
395342	MN SCIENCE OLYMPIAD	HS-REGISTER 3 TEAMS	9/24/2015	350.00
395238	COMMERCIAL DOOR SYSTEMS, INC	SH-DOORS	9/22/2015	348.75
395266	KD & COMPANY RECYCLING INC	PC-FRONT ENT MULCH	9/22/2015	346.03
394998	PUBLIC STORAGE 08316	STORAGE 10/15	9/15/2015	344.00
395066	AUSSIE POUCH CO INC	OW-CHAIR POUCHES	9/17/2015	343.90
395428	PHEAA	Payroll accrual	9/30/2015	329.73
151600202	SCHAEFBAUER, RODGER	REIMBURSE	9/9/2015	327.98
394756	SCHOOLMATE	BV-2ND GR PLANNERS	9/1/2015	327.75
151600178	CHASE, CARA	REIMBURSE	9/2/2015	326.28
151600205	WEINER, MARCI	REIMBURSE	9/9/2015	326.10
394740	MN JUNIOR HIGH SCHOOL MATH LEAGUE	REGISTER-WMS	9/1/2015	325.00
394984	NATL SPEECH & DEBATE ASSN/FORENSIC LEAGUE	HS-DEBATE MEMBERSHIP 15-16	9/15/2015	320.00
394791	HOUSE OF NOTE	CMS,EMS & WMS-ORCH INST REPAIR	9/3/2015	315.00
395279	NEAL SLATE CO, W E	PC-ATRIUM SUPPLIES	9/22/2015	313.20
701977	ECM PUBLISHERS, INC	VACANCY AD EMC	9/11/2015	311.50
701988	ALLEGRA PRINT & IMAGING	PRINCIPAL TRADING CARDS	9/18/2015	310.80
394957	ELECTRIC MOTOR REPAIR, INC	CMS-RTU 31	9/15/2015	304.99
151600188	RIDLEY, SARA	REIMBURSE	9/2/2015	301.30
394810	ST. MICHAEL-ALBERTVILLE HS	ATH-V VB 10/9/15	9/3/2015	300.00
394812	THOUR, JULIE	OFFICIAL	9/3/2015	300.00
395008	UNIVERSITY OF OREGON	SH-SWIS LICENSE 9/1/15-8/31/16	9/15/2015	300.00
395274	MN READING ASSN	OW-CONF 9/15	9/22/2015	300.00
394764	USA INFLATABLES	PCHB-RENT SLIP N SLIDE 7/8/15	9/1/2015	299.00
151600274	WOBSCHALL, ALISON	REIMBURSE	9/23/2015	296.47
395350	REINDERS	YOUTH FB FIELDS-PESTICIDES	9/24/2015	292.09
394871	STAGES THEATRE CO	CED-PF FIELD TRIP (DEPOSIT) 4/29/16	9/8/2015	289.00
395296	TWINS BALLPARK LLC/TARGET FIELD	PCHB-FIELD TRIP 8/20/15	9/22/2015	287.00
395292	ST. PAUL ACADEMY & SUMMIT SCHOOL	REIMBURSE-NON-PUBLIC TRANSPORT 14/15	9/22/2015	286.85
395010	WAYZATA COUNTRY CLUB	MEALS 7/23/15	9/15/2015	285.81
395362	TRIARCO ARTS & CRAFTS, INC.	BTS ART SUPPLY	9/24/2015	285.78
395377	EASTER, MARK	KL-PIANO TUNING (3)	9/29/2015	285.00
151600275	ANDERSON, BRAD	REIMBURSE	9/30/2015	284.11
394899	HAMEL BUILDING CTR	CUSTODIAL SUPPLIES & KL BRIDGE	9/10/2015	280.23
394743	OIL-AIR PRODUCTS LLC	CSF-TORO 4000D HOSES	9/1/2015	276.81

395240	CPD CENTRAL POWER DISTRIBUTORS	CSF-CHAIN SAWS & SUPPLIES	9/22/2015	271.48
395417	TWIN WEST CHAMBER OF COMMERCE	CED-LEGISLATIVE BREAKFAST SERIES	9/29/2015	270.00
395405	RIVERPORT INS CO	POL #PSP0158000 PROP COMM/LIAB	9/29/2015	267.27
701950	ACME TOOLS - PLYMOUTH	TRUCK 9 TOOLS	9/3/2015	266.80
394781	BLAINE HIGH SCHOOL	ATH-V VB 10/3/15	9/3/2015	265.00
395355	SUGAR MAMAS ICE CREAM TRUCK	GWHB-ICE CREAM SOCIAL 9/6/15	9/24/2015	264.00
394934	PHEAA	Payroll accrual	9/15/2015	262.51
701976	TRUSTED EMPLOYEES	BACKGROUND CK -WISHES 08/27/2015-08/31/2015	9/3/2015	260.00
395335	JOHN DEERE LANDSCAPES	CMS-IRRIGATION	9/24/2015	259.53
395381	EIDE SAW AND TOOL SERVICE	YEARLY DISTRICT WIDE PAPER CUTTERS	9/29/2015	259.50
394755	SAMPSON MILLER ADVERTISING INC	PC-SIGNS	9/1/2015	258.52
394879	CONVENT & ACADEMY OF THE VISITATION	REIMBURSE-NON-PUBLIC TRANSPORT 14-15	9/10/2015	256.30
394992	PEPPER & SON INC., J. W.	HS-SHEET MUSIC	9/15/2015	255.39
395391	MATH MASTERS OF MN	EMS-REGISTER 3 TEAMS 3/5/16	9/29/2015	255.00
395280	NEOPOST GREAT PLAINS	AD-INK CARTRIDGE	9/22/2015	252.00
394779	ARMSTRONG HIGH SCHOOL	ATH-V B & G CC 10/26/15	9/3/2015	250.00
395314	BROWN'S ICE CREAM CO	GROCERIES	9/24/2015	247.67
151600303	WILLAR, DAWN	REIMBURSE	9/30/2015	244.49
151600184	HOLZ, JILL	REIMBURSE	9/2/2015	244.25
151600302	WEINER, MARCI	REIMBURSE	9/30/2015	243.95
701973	STATE SUPPLY CO, INC.	BV PUMP PROJECT	9/3/2015	243.14
394991	PARALLEL TECHNOLOGIES INC	BV-WIRING	9/15/2015	240.85
395077	CEL PUBLIC RELATIONS, INC.	COMM-ALUMNI 6/15 & 7/15	9/17/2015	240.00
395364	TSBL DISTRIBUTING/TAYLOR SALES	GROCERIES-CUST#300030	9/24/2015	240.00
395390	MATHCOUNTS	EMS-REGISTER 15-16 #49924-49948	9/29/2015	240.00
394964	HIRSHFIELD'S PAINT	BV-PARKING LOT PAINT	9/15/2015	239.98
395120	MN ASSN OF SPECIAL EDUCATORS (MASE)	DUES 15-16	9/17/2015	235.00
395426	PERFORMANT RECOVERY INC	Payroll accrual	9/30/2015	233.52
151600281	DUEÑAS, DOMINIC	REIMBURSE	9/30/2015	233.13
151600185	IVERSON, SUE	REIMBURSE	9/2/2015	233.00
394826	BAGY JO INC	B SOCCER APPAREL-ATH	9/8/2015	232.50
395081	CURRICULUM ASSOCIATES	QUICK-WORD HANDBOOK - GRADE 2	9/17/2015	231.50
151600197	KOPECKY, KATHLEEN	REIMBURSE	9/9/2015	229.49
151600191	CHRISTENSON, ERIK	REIMBURSE	9/9/2015	227.35
394705	DOUGHTY, JEFFREY	PANTS-HS	9/1/2015	225.00
395261	HORIZON COMMERCIAL POOL SUPPLY	EMS-POOL JETS	9/22/2015	219.45
395311	BDS LAUNDRY SYSTEMS	REPAIR LAUNDRY MACHINES	9/24/2015	216.30
151600278	CHRISTENSON, ERIK	REIMBURSE	9/30/2015	212.96
395332	INGRAM LIBRARY SERVICES	CMS-MEDIA CTR BKS	9/24/2015	211.79
395129	REALLY GOOD STUFF	OW-NAMEPLATES & PORTFOLIOS	9/17/2015	210.98
394691	FREDERICK BETHKE VIOLINS LLC	HS-REPAIR CELLOS	9/1/2015	210.00
394786	COHEN, MARY	REFUND BALANCE OF CULINARY EXPRESS ACCT	9/3/2015	208.25
395244	ECOLAB FOOD SAFETY SPECIALITES	SUPPLIES	9/22/2015	208.20
394831	COUNCIL FOR EXCEPTIONAL CHILDREN	DUES-JJ (CODE R90BE) 15-16	9/8/2015	205.00
394853	MN ADMINISTATOR FOR SPECIAL ED	MASE DUES 15-16	9/8/2015	205.00
394932	PERFORMANT RECOVERY INC	Payroll accrual	9/15/2015	201.91
701974	TESSMAN SEED CO	DW WEED CONTROL	9/3/2015	200.69
394891	CTAM-COMMUNICATION&THEATER ASSN	HS-REGISTER-CONF 9/15	9/10/2015	200.00
395410	SCHOOL NUTRITION DIRECTORS OF MN	MEMBERSHIP 15-16	9/29/2015	200.00
395414	SUBURBAN SCHOOL SUPERINTENDENTS	DUES 15-16	9/29/2015	200.00
394793	J & R SCHOOL SUPPLIES	CMS-PENCILS	9/3/2015	199.00
394966	LAKES COUNTRY SERVICE COOPERATIVE	OW - CHARTING THE CS CONFERENCE	9/15/2015	198.00
394967	LAKES COUNTRY SERVICE COOPERATIVE	CISCO ANNUAL SUPPORT FEE 7/1/15-6/30/16	9/15/2015	195.00
395308	AMERICAN ASSN OF SCH PERSONNEL ADM.	MEMBER-1 YR	9/24/2015	195.00
394767	WESTSIDE WHOLESALE TIRE, INC	CSF-TORO 4000 TIRES	9/1/2015	192.00
395380	EDUCATIONAL DESIGN, LLC-THE 2 SISTERS	RENEW MEMBERSHIP 15-16	9/29/2015	192.00
394820	ALLINA HEALTH SYSTEM	PRE-EMPLOY SCREENING 8/27/15	9/8/2015	190.00
395112	LEAF, RONALD	OFFICIAL	9/17/2015	190.00
395239	CONTINENTAL MATHEMATICS LEAGUE	EMS-REGISTER 15-16	9/22/2015	190.00
395328	HANG SAFE HOOKS	GWHB-HOOKS	9/24/2015	189.50
395419	XCEL ENERGY CENTER	BOYS HOCKEY SEASON TICKETS 15-16	9/29/2015	189.00
395349	RACE PACE SWIM GEAR	SWIM CAPS-ATH	9/24/2015	187.50

395339	MATH MASTERS OF MN	BV-REGISTER 5TH GR 4/23/16	9/24/2015	186.00
395392	MATH MASTERS OF MN	GW-REGISTER 4/23/16 (2 TEAMS)	9/29/2015	186.00
151600285	JACOBSON, RACHEL	REIMBURSE	9/30/2015	182.85
394930	IRS CENTER - UNITED STATES TREASURY	Payroll accrual	9/15/2015	182.00
395424	IRS CENTER - UNITED STATES TREASURY	Payroll accrual	9/30/2015	182.00
151600298	SADR-PANAH, SONIA	REIMBURSE	9/30/2015	181.95
394690	ASSN FOR SUPERVISION & CURR. DEV.(ASCD)	CMS-MEMBERSHIP 15-16	9/1/2015	178.00
395223	AIR PURIFICATION & ENERGY CONSERVATION	GW-SUPPLIES	9/22/2015	177.04
395265	JOHNSTONE SUPPLY	SH-SUPPLIES	9/22/2015	176.75
702011	ECOLAB PEST ELIMINATION DIV	CSF PEST CONTROL	9/25/2015	175.00
394732	LEARNING ZONE XPRESS	CUL EXP-SUPPLIES	9/1/2015	174.67
394700	CITI-CARGO & STORAGE	DOMESTIC STORAGE	9/1/2015	174.00
395315	CITI-CARGO & STORAGE	DOMESTIC STORAGE	9/24/2015	174.00
394752	REINDERS	YOUTH FB-PESTICIDE	9/1/2015	170.67
394722	INTERMEDIATE DIST 287	MATH DEPT MEETING 8/11/15	9/1/2015	170.65
395272	MATH MASTERS OF MN	OW-REGISTER 4/23/16 (2 TEAMS)	9/22/2015	170.00
151600219	HERRSCHER, JESSI	REIMBURSE	9/16/2015	168.13
395268	LARSON CO, GUSTAVE A.	CMS-RTU 31	9/22/2015	168.11
395289	PRODOCON INC	HS-FILTERS	9/22/2015	168.05
394697	CENTURY LINK	monthly phone PPC 8/15	9/1/2015	167.44
394748	PRODOCON INC	DIST-FILTERS	9/1/2015	167.19
394746	PLANK ROAD PUBLISHING	PC-MUSIC K-8 ORDER	9/1/2015	162.45
394720	HORIZON COMMERCIAL POOL SUPPLY	WMS-POOL SUPPLIES	9/1/2015	161.21
395294	TOLL GAS & WELDING SUPPLY	CSF-WELDING SUPPLIES	9/22/2015	160.53
394856	MYHRE, JAKE	OFFICIAL	9/8/2015	160.00
151600273	TSUCHIYA, ALISON	REIMBURSE	9/23/2015	158.54
394961	HERBERT L FLAKE COMPANY LLC	CSF-LOCK SUPPLIES	9/15/2015	157.88
151600233	PLATT, SALLY	REIMBURSE	9/16/2015	156.19
394885	AT&T MOBILITY	CSF-IPADS	9/10/2015	155.70
395427	PERFORMANT RECOVERY INC	Payroll accrual	9/30/2015	155.69
395376	EASTBAY TEAM SALES	ATH-G SOCCER SOCKS	9/29/2015	151.09
151600212	DEROCHER, DEMAIE	REIMBURSE	9/16/2015	150.94
394744	PARALLEL TECHNOLOGIES INC	HS-REPAIR FIRE PANEL CABLE	9/1/2015	150.00
394785	CHASKA HIGH SCHOOL	ATH-JV & V G CC 10/6/15	9/3/2015	150.00
394797	LINDGREN, ROBERT	WAYZATA PERKINS MENTOR 8/11/15	9/3/2015	150.00
394843	ISD #347 - WILLMAR SCHOOL	ATH-V B CC 10/3/15	9/8/2015	150.00
394854	MN STRING & ORCHESTRA TEACHERS ASSN	HS-CAMERATA STRINGS MIDDLE LEVEL TIER II	9/8/2015	150.00
395334	ISD #279-OSSEO SCHOOLS	REFUND-MACTA MEMBERSHIP	9/24/2015	150.00
395394	MN ASSN FOR CAREER & TECH ED/SPEC NEEDS	RENEW MEMBERSHIP	9/29/2015	150.00
151600210	CUPPY, KIRSTEN	REIMBURSE	9/16/2015	149.53
394784	CARDONA, IVAN	OFFICIAL	9/3/2015	149.00
395303	1ST LINE/LEEWES VENTURES LLC	POPCORN-CMS	9/24/2015	148.75
151600257	ELSTAD, KAYLIE	REIMBURSE	9/23/2015	143.57
395386	K4 APPLICATION INC DBA DUNN BROS COFFEE	HS-COFFEE	9/29/2015	143.50
151600217	HARREN, KIMBERLY	REIMBURSE	9/16/2015	140.36
702006	TRUSTED EMPLOYEES	BACKGROUND CHECKS-ACTIVITIES	9/18/2015	140.00
151600251	ZARAGOZA, CHRISTINE	REIMBURSE	9/16/2015	139.99
394694	BUDD, CYNTHIA	CMS-REPAIR INSTRUMENTS	9/1/2015	139.15
151600300	THOMPSON, JANET	REIMBURSE	9/30/2015	138.62
395068	BARNES & NOBLE	GUSTAFSON BOOKS	9/17/2015	138.59
394685	ADI	CMS-PIV VAVVE REPAIR	9/1/2015	135.51
395276	MN SCHOOL NUTRITION ASSOCIATION	REGISTER-CONF 10/15	9/22/2015	135.00
395343	MN FUTURE PROBLEM SOLVING PROGRAM	DIST-REGISTER COMPETITION	9/24/2015	135.00
151600271	RUDDOLPH, LISA	REIMBURSE	9/23/2015	134.92
394933	PERFORMANT RECOVERY INC	Payroll accrual	9/15/2015	134.61
394956	EDUCATION TO GO	CED-PROF SERV	9/15/2015	134.50
394996	PROFESSIONAL INTERPRETING	BLANKET PO INTERPRETING - ECSE	9/15/2015	134.40
151600286	KEFFELER, KAREN	REIMBURSE	9/30/2015	134.26
395385	INTERMEDIATE DIST 287	LEADERSHIP COUNCIL 9/16/15	9/29/2015	134.22
151600218	HARRIDAY, SOLVEIG	REIMBURSE	9/16/2015	131.74
394701	COMMERCIAL DOOR SYSTEMS, INC	PC-BATHRM SUPPLIES	9/1/2015	130.00
151600223	KOPECKY, KATHLEEN	REIMBURSE	9/16/2015	129.95

394728	KARLSBURGER FOODS, INC	GROCERIES-CUST#14008	9/1/2015	129.72
151600181	GRISMER, SYLVIA	REIMBURSE	9/2/2015	129.61
395253	GOLDEN VALLEY SUPPLY CO	GW-FOYER SUPPLIES	9/22/2015	128.66
151600288	KOPECKY, KATHLEEN	REIMBURSE	9/30/2015	128.23
395109	KOVACH, JAMES	OFFICIAL	9/17/2015	128.00
151600246	TSUCHIYA, ALISON	REIMBURSE	9/16/2015	127.59
395288	PREMIUM WATERS, INC	CSF-WATER 9/15	9/22/2015	125.58
394789	HACHEM, DRISS	OFFICIAL	9/3/2015	125.00
394802	ORUC, DZEVOLO	OFFICIAL	9/3/2015	125.00
394815	VOZNYUK, ALEKSANDR	OFFICIAL	9/3/2015	125.00
394830	CHEN, YIFU	OFFICIAL	9/8/2015	125.00
394848	KARAGYAUROV, VESELIN	OFFICIAL	9/8/2015	125.00
394849	LABEAN, CLINTON	OFFICIAL	9/8/2015	125.00
395065	ASSN OF SCHOOL BUSINESS OFFICIALS	AD-SFO ANNUAL RENEW FEE	9/17/2015	125.00
395078	CHEN, YIFU	OFFICIAL	9/17/2015	125.00
395113	LIANE, JANET	REFUND-BALANCE CULINARY EXPRESS ACCT	9/17/2015	125.00
395133	SAGRASSE, ABDELAZIZ	OFFICIAL	9/17/2015	125.00
395138	VOZNYUK, ALEKSANDR	OFFICIAL	9/17/2015	125.00
395224	AKIMOV, AUDREY	OFFICIAL	9/22/2015	125.00
395231	BOETTCHE, JOHNATHAN	OFFICIAL	9/22/2015	125.00
395251	FLOORS BY BECKERS INC	EMS-REPAIR CARPET	9/22/2015	125.00
395398	OLMANSON, CARLETON	REIMBURSE-HOMECOMING DANCE DECORATIONS	9/29/2015	124.57
151600249	WORTH, ANDREW	REIMBURSE	9/16/2015	123.48
151600189	SOBOTA-PAXTON, LAUREN	REIMBURSE	9/2/2015	122.58
394839	HI-TECH REFRIGERATION	GEHB-REPAIR FREEZER	9/8/2015	121.50
151600264	JOHNSON, JERI	REIMBURSE	9/23/2015	120.98
394742	NEAL SLATE CO, W E	PC-CORK STRIP SUPPLIES	9/1/2015	120.66
395317	COLLEGE TOWN PIZZA INC #1937	PIZZA	9/24/2015	120.00
151600289	KRAUS, MANDY	REIMBURSE	9/30/2015	119.99
151600299	SPEERS, STEPHANIE	REIMBURSE	9/30/2015	119.99
395320	CULLIGAN - METRO	GLHB-COOLER RENTAL 9/1/15-11/30/15	9/24/2015	119.85
395067	AWARD DIRECT-DIRECT IMPRESSIONS	ATH-AWARDS	9/17/2015	116.20
151600297	RODGERS, JUDITH	REIMBURSE	9/30/2015	114.39
151600190	CHASE, MICHELLE	REIMBURSE	9/9/2015	113.95
394682	A-1 OUTDOOR POWER, INC	CSF-REPAIR SUPPLIES	9/1/2015	113.45
151600272	SPAULDING, KALLIE	REIMBURSE	9/23/2015	112.80
395116	MANDILE, RICHARD	OFFICIAL	9/17/2015	112.00
395117	MCINTOSH, ALAN	OFFICIAL	9/17/2015	112.00
151600216	HANSON, BRENDA	REIMBURSE	9/16/2015	110.46
394707	EDUCATIONAL TESTING SERVICE	PARAPRO ASSESSMENT (2)	9/1/2015	110.00
395101	HIRSHFIELD'S PAINT	ATH-FIELD PAINT	9/17/2015	109.55
394945	AMPLIFY EDUCATION INC	GW-WALL BOOK SET	9/15/2015	107.95
151600244	SOMERS, CATHY	REIMBURSE	9/16/2015	105.00
151600279	DIERKS, SUSAN	REIMBURSE	9/30/2015	104.97
151600229	MCGREGOR, CARRIE	REIMBURSE	9/16/2015	104.87
151600222	JOHNSON, PAMELA	REIMBURSE	9/16/2015	104.41
394865	ROTH, ERIC	OFFICIAL	9/8/2015	104.00
394931	NEW YORK LIFE	Payroll accrual	9/15/2015	102.25
395425	NEW YORK LIFE	Payroll accrual	9/30/2015	102.25
151600176	BOBEK, DANIEL	REIMBURSE	9/2/2015	101.69
151600237	ROSS, ALISON	REIMBURSE	9/16/2015	101.45
151600228	MATZKE, BRITTANI	REIMBURSE	9/16/2015	100.58
395099	HESBY, WENDY	REFUND-BALANCE CULINARY EXPRESS ACCT	9/17/2015	100.55
151600277	ARNDT, SANDI	REIMBURSE	9/30/2015	100.12
395278	NATL GEOGRAPHIC BEE	EMS-15-16 ACCT #NGBEE 14934	9/22/2015	100.00
395396	NATL GEOGRAPHIC BEE	KL-REGISTER ACCT#NGBEE16156	9/29/2015	100.00
151600175	ANDERSON, CHACE	REIMBURSE	9/2/2015	99.80
151600250	YARBROUGH, LASHAWN	REIMBURSE	9/16/2015	99.49
394749	R & R SPECIALTIES, INC.	ARENA-ZAMBONI SUPPLIES	9/1/2015	98.91
394943	ALLINA HEALTH	DRIVER PHYSICAL 8/5	9/15/2015	98.50
394925	STEP SAVER INC	HS-BULK SALT	9/10/2015	98.40
151600292	MOE, KATHRYN	REIMBURSE	9/30/2015	97.50

395236	CENTURY LINK	CLUB HOUSE 5/28/15-9/27/15	9/22/2015	97.16
395083	DONOHOO, TIMOTHY	OFFICIAL	9/17/2015	96.00
395125	PRADO, FELIPE	OFFICIAL	9/17/2015	96.00
394892	EASTER, MARK	CMS-PIANO TUNING	9/10/2015	95.00
395064	ALLINA HEALTH SYSTEM	PRE-EMPLOY SCSREENING 8/31	9/17/2015	95.00
395369	ALLINA HEALTH SYSTEM	PRE-EMPLOY SCREENING 9/22	9/29/2015	95.00
151600215	GOOSELAU, SUZANNE	REIMBURSE	9/16/2015	93.99
394832	CUSTOM EDUCATION SOLUTIONS	BOOK ROOM ORDER - 3RD GRADE	9/8/2015	92.94
151600276	ANDERSON, MARY	REIMBURSE	9/30/2015	92.46
151600294	PETERSON, DONNA	REIMBURSE	9/30/2015	91.37
151600261	GRISMER, SYLVIA	REIMBURSE	9/23/2015	90.97
394799	METRO ECSU-REGION 11 IDS #920	CMS-REGISTER-FORUM NETWORK	9/3/2015	90.00
395226	APPLE AUTOMATIC FOOD SERVICE	OW - WATER COOLER LEASE BLANKET PO	9/22/2015	89.85
395309	AMERICAN TIME	CMS-REPAIR CLOCK	9/24/2015	88.95
395106	JACKSON, THERESA	REFUND-BALANCE CULINARY EXPRESS ACCT	9/17/2015	88.50
151600221	HOVER, ANDREW	REIMBURSE	9/16/2015	87.70
151600255	EATON, SAMUEL	REIMBURSE	9/23/2015	87.63
394954	CITI-CARGO & STORAGE	DOME STORAGE	9/15/2015	87.00
151600263	HILL, KATHRYN	REIMBURSE	9/23/2015	86.67
151600180	FOLTZ-RINGSTROM, SHARON	REIMBURSE	9/2/2015	85.79
394776	AGATE, SR, DERRICK	OFFICIAL	9/3/2015	85.00
394782	BOCHE, BRIAN	OFFICIAL	9/3/2015	85.00
394790	HASSE, TYLER	OFFICIAL	9/3/2015	85.00
394816	WILSON, JOHN	OFFICIAL	9/3/2015	85.00
394807	RENDINA, PHILIP	OFFICIAL	9/3/2015	84.00
394858	NELSON, JEFF	OFFICIAL	9/8/2015	84.00
395071	BIRNBAUM, ROGER	OFFICIAL	9/17/2015	84.00
395088	EKEGREN, JEANNE	OFFICIAL	9/17/2015	84.00
395094	GLUTH, BRIAN	OFFICIAL	9/17/2015	84.00
395098	HELGERSON, JEFFREY	OFFICIAL	9/17/2015	84.00
395110	KRAUSE, JEFF	OFFICIAL	9/17/2015	84.00
395121	NELSON, JEFF	OFFICIAL	9/17/2015	84.00
151600269	RAVNHOLDT, TANYA	REIMBURSE	9/23/2015	83.58
151600227	LEVIN, WILLIAM	REIMBURSE	9/16/2015	81.97
151600258	FARISS, JACK	REIMBURSE	9/23/2015	80.38
395243	DURBIN, RACHEL	INTERPRETER 9/8	9/22/2015	80.00
394693	BROWN'S ICE CREAM CO	ICE CREAM-HS	9/1/2015	79.94
151600270	REINKE, MICHELLE	REIMBURSE	9/23/2015	79.51
395348	PREMIUM WATERS, INC	GWHB-WATER 8/15	9/24/2015	79.48
151600214	GIMSE, SARA	REIMBURSE	9/16/2015	79.23
151600204	SWIERK, MALLORY	REIMBURSE	9/9/2015	79.06
151600195	HINTSALA, JULIE	REIMBURSE	9/9/2015	77.92
151600192	DEVINS, AMANDA	REIMBURSE	9/9/2015	77.16
394963	HIGHWAY 55 RENTAL & SALES INC	GL ENTRY-RENT SAW	9/15/2015	75.90
151600243	SOBOTA-PAXTON, LAUREN	REIMBURSE	9/16/2015	75.70
394778	APPLE VALLEY HIGH SCHOOL	ATH-B V CC 9/26/15	9/3/2015	75.00
151600241	SELLE, SARAH	REIMBURSE	9/16/2015	74.98
151600183	HARTOS, CAITLIN	REIMBURSE	9/2/2015	72.71
394948	BERRY COFFEE CO	CMS-WATER COOLER LEASE	9/15/2015	72.00
151600284	JACKSON, SCOTT	REIMBURSE	9/30/2015	71.60
394780	ASHWOOD, STEVE	OFFICIAL	9/3/2015	71.00
395080	COLEMAN, ROBERT	OFFICIAL	9/17/2015	71.00
395124	PODRATZ, JERRY	OFFICIAL	9/17/2015	71.00
395139	WEHLAGE, JOCELIN	OFFICIAL	9/17/2015	71.00
394863	REALLY GOOD STUFF	PETERSEN BOOK BINS	9/8/2015	70.89
394989	OLSON, ROCHELLE	MILEAGE 7/15 & 7/23	9/15/2015	70.84
151600265	JONES, BRENNAN	REIMBURSE	9/23/2015	70.02
395340	METRO ECSU-REGION 11 IDS #920	REGISTER-PRINCIPALS REPLACES CK#394289	9/24/2015	70.00
395416	TREND ENTERPRISES	SUPPLIES	9/29/2015	69.01
394876	XEROX FINANCIAL SERVICES	WHS HEALTH OFFICE COPIER BLANKET	9/8/2015	68.98
395100	HIGH NORTH INC	OFFICIAL	9/17/2015	67.00
395118	MCNEAL, GILLIAN	OFFICIAL	9/17/2015	67.00

395132	ROBINSON, TOBY	OFFICIAL	9/17/2015	67.00
394761	TRI-K SERVICES	CSF-AIR FILTERS	9/1/2015	65.98
151600198	LACKAS, BRENT	REIMBURSE	9/9/2015	65.42
395107	KAHMEYER, LUCAS	OFFICIAL	9/17/2015	65.00
395108	KAHMEYER, TROY	OFFICIAL	9/17/2015	65.00
151600291	MCKASY, MARY	REIMBURSE	9/30/2015	64.36
394757	SHAFTO, JONATHAN	OFFICIAL	9/1/2015	64.00
394787	CONDON, JEROME	OFFICIAL	9/3/2015	64.00
394795	KALLAS, MICHAEL	OFFICIAL	9/3/2015	64.00
394796	KOVACH, JAMES	OFFICIAL	9/3/2015	64.00
394811	SULLIVAN, CHRIS	OFFICIAL	9/3/2015	64.00
394878	ZEISE, BENJAMIN	OFFICIAL	9/8/2015	64.00
395075	CARR, CHRIS	OFFICIAL	9/17/2015	64.00
395089	ELLIE, ANTHONY	OFFICIAL	9/17/2015	64.00
395111	LANDY, SCOTT	OFFICIAL	9/17/2015	64.00
395115	MADSEN, JOHN	OFFICIAL	9/17/2015	64.00
395130	REIMERS, DOUGLAS	OFFICIAL	9/17/2015	64.00
395136	SULLIVAN, CHRIS	OFFICIAL	9/17/2015	64.00
395142	ZEISE, BENJAMIN	OFFICIAL	9/17/2015	64.00
394962	HIGHWAY 55 RENTAL & SALES INC	KL BRIDGE-RENT SAW	9/15/2015	61.00
395321	DECKER INC	EMS-REPAIR CHAIRS & DESKS	9/24/2015	60.95
395344	OIL-AIR PRODUCTS LLC	CSF-TORO SUPPLIES	9/24/2015	60.60
394803	CITY OF PLYMOUTH - FINANCE DEPT	WATER & RECYCLE 6/1-7/31	9/3/2015	59.42
151600201	SAMPSON, JAMES	REIMBURSE	9/9/2015	59.23
151600236	RAWSKI, ANNETTE	REIMBURSE	9/16/2015	59.00
395372	BUYSSE, HAILEY	REIMBURSE-SENIOR FLOAT SUPPLIES	9/29/2015	58.14
151600301	TURNQUIST, SARAH	REIMBURSE	9/30/2015	58.00
151600259	FREDRICKSON, SAM	REIMBURSE	9/23/2015	57.94
151600226	LEGEROS, BARBARA	REIMBURSE	9/16/2015	57.00
151600247	WATKINS, CARY	REIMBURSE	9/16/2015	57.00
151600293	PERRON, NANCY	REIMBURSE	9/30/2015	57.00
151600234	RAS, VANESSA	REIMBURSE	9/16/2015	56.94
394825	ARNOLD, RANDALL	OFFICIAL	9/8/2015	56.00
394835	ELLIOTT, IZAAK	OFFICIAL	9/8/2015	56.00
394838	HALL, ASHLEY	OFFICIAL	9/8/2015	56.00
395072	BOHAC, DAVID	OFFICIAL	9/17/2015	56.00
394890	COMMERCIAL ASPHALT CO	GL-REPAIR CATCH BASIN	9/10/2015	55.38
151600256	EICHELDINGER, MATTHEW	REIMBURSE	9/23/2015	55.11
395096	GUAGLIARDO, ANTHONY	OFFICIAL	9/17/2015	55.00
395102	HOCHSTEIN, JEFFREY	OFFICIAL	9/17/2015	55.00
151600203	SCHNETTLER, BRYAN	REIMBURSE	9/9/2015	53.50
151600252	BEHERNS, CINDY	REIMBURSE	9/23/2015	53.03
395327	EXCEL LEGAL COURIER	HR-SERV 8/15	9/24/2015	53.00
394840	HUISKEN, DAWN	REFUND-ACT PLUS WRITING	9/8/2015	52.50
395090	FILAS, SHARI	REFUND-BALANCE CULINARY EXPRESS ACCT	9/17/2015	52.30
394763	UPPER LAKE FOODS	COOKIE DOUGH-HS	9/1/2015	51.60
395408	SAMPSON MILLER ADVERTISING INC	PC-SCHOOL NAME SIGN	9/29/2015	50.16
151600186	LAHR, MELISSA	REIMBURSE	9/2/2015	50.14
394946	ARML POWER CONTEST	HS-POWER CONTEST 15-16	9/15/2015	50.00
394981	METRO ECSU-REGION 11 IDS #920	REGISTRATION	9/15/2015	50.00
151600268	PLATT, SALLY	REIMBURSE	9/23/2015	49.63
151600187	LAHTI, JILL	REIMBURSE	9/2/2015	49.00
394862	RAUSCH, GERALD	OFFICIAL	9/8/2015	48.00
395097	HALL, ASHLEY	OFFICIAL	9/17/2015	48.00
395103	HOFSTEDT, RONALD	OFFICIAL	9/17/2015	48.00
395128	RAMIC, ALMIN	OFFICIAL	9/17/2015	48.00
394724	JUNG, PHILLIP	REFUND-BALANCE CULINARY EXPRESS ACCT	9/1/2015	47.85
395388	LYON, PENNY	REIMBURSE-FRESHMAN FLOAT SUPPLIES	9/29/2015	47.33
151600240	SCHWENDEMAN, KAREN	REIMBURSE	9/16/2015	47.18
151600287	KESSLER, MARIANNA	REIMBURSE	9/30/2015	47.00
395409	SCHOOL DATEBOOKS, INC	KL-3RD GR PLANNERS	9/29/2015	45.00
151600220	HERZOG, JORDAN	REIMBURSE	9/16/2015	44.79

395006	THERAPY SHOPPE INC	LOOP SCISSORS	9/15/2015	43.95
395063	XCEL ENERGY	TEMP UNIT- WMS	9/16/2015	43.70
394828	BERRY COFFEE CO	BLANKET PO - BERRY COFFEE AD BLDG	9/8/2015	43.50
395126	PREMIUM WATERS, INC	PREMIUM WATERS-BLANKET AD BLDG	9/17/2015	42.80
151600206	YASIS, MICHAEL	REIMBURSE	9/9/2015	42.50
395069	BERRY COFFEE CO	BLANKET PO - BERRY COFFEE AD BLDG	9/17/2015	42.25
395087	EKAMBARAM, BALA	REFUND-FEES	9/17/2015	42.00
151600290	LANZ, ANDREA	REIMBURSE	9/30/2015	40.81
394709	GOLDEN VALLEY SUPPLY CO	EMS-SUPPLIES	9/1/2015	40.00
151600239	SAWINA, CAROLYN	REIMBURSE	9/16/2015	39.98
394994	PREMIUM WATERS, INC	GWHB-SUMMER WATER (1 MO)	9/15/2015	39.74
151600231	MEISTER, LINDSAY	REIMBURSE	9/16/2015	39.61
395259	HIRSHFIELD'S PAINT	KL-PAINT-FLAG POLE	9/22/2015	38.99
151600283	HARRIDAY, SOLVEIG	REIMBURSE	9/30/2015	38.99
395400	ORIENTAL TRADING CO, INC.	OPENING TEACHER WORKSHOP SUPPLIES	9/29/2015	38.95
395273	MC DONALD PUBLISHING CO	CMS - 6 BLUE	9/22/2015	38.92
395003	SANCHEZ, FANY	REFUND BALANCE CULINARY EXPRESS ACCT	9/15/2015	38.85
151600253	BRANYON, KRISTINE	REIMBURSE	9/23/2015	38.74
395093	GHBEIS, MUHAMMAD	REFUND-BALANCE CULINARY EXPRESS ACCT	9/17/2015	38.70
151600282	ELLINGSON, JOEL	REIMBURSE	9/30/2015	37.07
395338	LETTERMEN SPORTS	CHEER APPAREL	9/24/2015	36.25
395319	CUB FOODS	GROCERIES	9/24/2015	36.02
395135	SHRED-N-GO	DAB SHREDDING SERVICE BLANKET 8/3 & 8/17	9/17/2015	36.00
395095	GOUX, JASON	REFUND-BALANCE CULINARY EXPRESS ACCT	9/17/2015	34.50
394683	ABM EQUIPMENT & SUPPLY	SUPPLIES-TRUCK REPAIR	9/1/2015	33.15
151600266	JONES, JUSTIN	REIMBURSE	9/23/2015	33.09
701956	MOTG (MN OFFICE TECHNOLOGY GRP)	WHS HEALTH OFFICE MAINTENANCE BLANKET	9/3/2015	32.96
395395	NATEKAR, KRISTI	REFUND-CHEER TEAM	9/29/2015	32.00
151600230	MCKERNAN, ALISON	REIMBURSE	9/16/2015	32.00
151600225	LAHR, BILLY	REIMBURSE	9/16/2015	29.99
394725	K4 APPLICATION/DUNN BROS COFFEE	HS-COFFEE	9/1/2015	29.50
151600238	RUCHTI, JULIE	REIMBURSE	9/16/2015	28.94
151600296	RICHARDS, MICHAEL	REIMBURSE	9/30/2015	27.76
151600260	GEINERT, LISA	REIMBURSE	9/23/2015	27.44
394995	PREMIUM WATERS, INC	PC-WATER COOLER RENTAL 9/15	9/15/2015	27.00
151600248	WILLAR, DAWN	REIMBURSE	9/16/2015	26.60
394736	LONG LAKE TRUE VALUE	PC & OW-SUPPLIES 7/26-8/25	9/1/2015	26.44
394823	APPLE AUTOMATIC FOOD SERVICE	OW - WATER COOLER LEASE BLANKET PO	9/8/2015	24.95
394864	RESOURCES FOR READING	READING SPECIALIST ORDER 2015-2016	9/8/2015	24.95
395302	WESTSIDE WHOLESALE TIRE, INC	REPAIR #38 TIRES	9/22/2015	24.93
394953	CENTERPOINT ENERGY	12955-16TH AVE-GAS 7/25/15-08/24/15	9/15/2015	23.57
394958	FERGUSON ENTERPRISES, INC #1657	BV-PUMP SUPPLIES	9/15/2015	22.82
394955	CODINGTON, KARA	REFUND BALANCE CULINARY EXPRESS ACCT	9/15/2015	22.05
394768	XCEL ENERGY	HS-ELEC 8/7-8/17 METER 17612015	9/1/2015	21.85
151600267	LEUTHNER, KATHLEEN	REIMBURSE	9/23/2015	20.65
395256	GRUDSKY, ALEX	REFUND-MEDIA CTR BK	9/22/2015	19.95
151600254	BUHL, JENNIFER	REIMBURSE	9/23/2015	19.83
151600207	ZYLLA, CASEY	REIMBURSE	9/9/2015	19.59
394747	PRIMEX WIRELESS INC	BV-CLOCK	9/1/2015	19.55
394986	NIXON, DAVID	REFUND BALANCE CULINARY EXPRESS ACCT	9/15/2015	19.20
151600280	DUBBS, ANGIE	REIMBURSE	9/30/2015	18.75
394716	HAUSER, WHITNEY	REFUND-BALANCE CULINARY EXPRESS ACCT	9/1/2015	17.65
151600196	JOHNSON, JERI	REIMBURSE	9/9/2015	17.22
394805	RATWIK, ROSZAK & MALONEY, P.A.	HR-WKSP AD	9/3/2015	16.95
151600262	HERZOG, JORDAN	REIMBURSE	9/23/2015	16.60
394861	CITY OF PLYMOUTH - FINANCE DEPT	CREEKSIDE HILLS 002-001 6/1/15-7/31/15	9/8/2015	14.10
151600224	LACKAS, BRENT	REIMBURSE	9/16/2015	13.98
395373	CLARK, STEPHANIE	REFUND BALANCE CULINARY EXPRESS ACCT	9/29/2015	13.15
151600177	BOVEE, NAOMI	REIMBURSE	9/2/2015	12.00
151600179	DURRE, HOLLY	REIMBURSE	9/2/2015	12.00
151600245	TRAYNOR, JASON	REIMBURSE	9/16/2015	11.92
394941	ACE SUPPLY CO, INC	HS-SUPPLIES	9/15/2015	10.94

395005	STICHA, CHRISTINE	REFUND BALANCE CULINARY EXPRESS ACCT	9/15/2015	10.70
395412	SMITH, KARL	REIMBURSE-HOMECOMING PEPFEST COSTUME	9/29/2015	9.74
394804	PREMIUM WATERS, INC	WMS-WATER COOLER 8/15	9/3/2015	9.53
151600295	REYNOLDS, ELIZABETH	REIMBURSE	9/30/2015	8.97
701954	HOCKENBERGS	CAMBRO METAL LATCH KITS	9/3/2015	8.25
395104	HOSTAD, JILL	REFUND-BALANCE CULINARY EXPRESS ACCT	9/17/2015	7.60
395384	GROTH MUSIC CO	EMS-SUPPLIES	9/29/2015	6.00
395252	FRIES, BETH	REFUND-MEDIA CTR BK	9/22/2015	5.50
394762	UNLIMITED SUPPLIES	EMS-POOL SUPPLIES	9/1/2015	4.74
702044	HILLYARD INC MINNEAPOLIS	GRWD ELEMENTARY MAT BALANCE	9/25/2015	0.46
701807	TRUSTED EMPLOYEES	VOID	9/3/2015	(40.00)
392836	MN BPA REGION 1 (BUS PROF OF AMER)	VOID	9/15/2015	(82.25)
394289	METRO ECSU-REGION 11 IDS #920	VOID	9/24/2015	(125.00)
394535	MAD SCIENCE OF MN	VOID	8/31/2015	(311.00)
393696	JIMMY'S JOHNNYS INC	VOID	9/8/2015	(715.01)
				9,403,285.50
		APPROVED BY: JILL SCHWINT		
		CONTROLLER - ISD 284		
		OCTOBER 12, 2015		
		CARTER PETERSON, TREASURER		
		BOARD OF EDUCATION - ISD 284		
		OCTOBER 12, 2015		

WAYZATA PUBLIC SCHOOLS
WIRE TRANSFER, EFT AND ACH ACTIVITY
August 2015

FROM	TO	DATE	AMOUNT
Wells Fargo-Checking	Wells Fargo-Payroll	Multiple	\$2,643,617
Wells Fargo-Checking	IRS		
	- Federal P/R Taxes	8/3/2015	\$221,912
	- Federal P/R Taxes	8/17/2015	\$223,433
Wells Fargo-Checking	MN Department of Revenue		
	- State P/R Taxes (MN)	8/3/2015	\$33,703
	- State P/R Taxes (MN)	8/17/2015	\$35,348
Wells Fargo-Checking	Delta Dental		
	- Dental Claims	Multiple	\$116,574
Wells Fargo-Checking	Preferred One		
	- Health Claims	Multiple	\$1,264,776
Wells Fargo-Checking	Wells Fargo Commercial Card		
	- Purchase Card Program	8/5/2015	\$123,753
Wells Fargo-Checking	Corporate Health Systems		
	- Flex Benefits	Multiple	\$79,143
Wells Fargo-Checking	Preferred One		
	- Broker/Reinsurance Fees	8/13/2015	\$101,811
Wells Fargo-Checking	Payroll Vendors (TRA, EBC, MSRS, etc.)		
	- Electronic Payments	Multiple	\$403,126
Wells Fargo-Checking	District Employees		
	- Expense Reimbursement	Multiple	\$11,726
Wells Fargo-Checking	Commerce Bank/Control Pay		
	- Electronic A/P	Multiple	\$259,275
Wells Fargo-Checking	MN Department of Revenue		
	- Sales & Use Tax Payment	8/17/2015	\$86
TOTAL ACTIVITY			<u><u>\$5,518,284</u></u>

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 12, 2015

AGENDA SECTION: 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: C. Human Resource Recommendations

COMMENTS BY: Annie Doughty, Executive Director of Human Resources

Employment

Leah Anderson
New Position

4 Hour Home Base Assistant

Greenwood

Mary Bucher
Resignation

2 Hour Paraprofessional

Plymouth Creek

Theresa Burke
Transfer

3 Hour Paraprofessional

Kimberly Lane

Michelle Chapin
Resignation

12-Month Home Base Site Manager

Birchview

Anne Chisholm
Resignation

.767 Art Teacher

East Middle,
Sunset Hill

Eva Crawford
New Position

2 Hour Paraprofessional

Plymouth Creek

Elizabeth Crichton
Resignation

.8 Mental Health Support Specialist

Sunset Hill

Adam Hebeisen
New Position

3.75 Hour Home Base Assistant

Oakwood

Octavious Hney
Transfer

8 Hour Custodian

Central Services

Nicholas Japs
New Position

6 Hour Home Base Assistant

Birchview,
Greenwood

Taylor Kaiser
Resignation

6 Hour Paraprofessional

High School

Kelsey Letourneau Transfer	.4 Vocal Music Teacher 2015-16 only	Greenwood, Plymouth Creek
Laurie Miller New Position	.5 Literacy Specialist Teacher	Plymouth Creek
Sheila Moran-LaPlant Retirement	7.5 Hour Paraprofessional	High School
Evans Opanga Transfer	8 Hour Custodian	East Middle, Sunset Hill
Lisa Rocca Transfer	2 Hour Paraprofessional	Birchview
Rebecca Schweitzer Transfer	8 Hour Custodian	Plymouth Creek, Kimberly Lane
Megan Slama New Position	2 Hour Home Base Assistant	Gleason Lake
<u>Contract Modification</u>		
Lynn Jordan	6 th Grade, East Middle	From .5 to .75
Ellen Ogman	Physical Therapist, District	From .5 to .6
Kris Tuma	Occupational Therapist, District	From .9 to .8

Leave of Absence

Janelle Bjerk, Gleason Lake 5th Grade Teacher, has requested a leave of absence beginning approximately February 2 through May 2, 2016.

Courtney Christen, Sunset Hill Secretary, has requested a leave of absence beginning approximately December 28, 2015 through March 18, 2016.

Cali Fielder, ECSE Social Worker, has requested a leave of absence from January 21-22, 2016 using one personal day and one day without pay.

Ben Froehling, High School Science Teacher, has requested a leave of absence beginning approximately March 16-31, 2016.

Emily Lewis, Gleason Lake 1st Grade Teacher, has requested a leave of absence beginning approximately February 22, 2016 through the end of the 2015-2016 school year.

Tim Noonan, East Middle 6th Grade Teacher, has requested a 15 day leave of absence beginning approximately January 19, 2016.

Mike Perszyk, East Middle Special Education Teacher, has requested a 15 day leave of absence beginning approximately November 14, 2015.

Jarret Roloff, High School Spanish Teacher, has requested a 15 day leave of absence beginning December 2, 2015.

Brian Schnettler, High School Physical Education/Health Teacher, has requested a leave of absence beginning approximately December 13 through December 22, 2015.

Resignation

Theresa Frost, Oakwood Home Base Assistant has submitted her resignation effective August 31, 2015.

Suzanne Gooselaw, Central Middle Culinary Express has submitted her resignation effective October 2, 2015.

Lauren Ingwaldson, Greenwood Technology Paraprofessional has submitted her resignation effective October 2, 2015.

Maritza Prom, Early Childhood Paraprofessional has submitted her resignation effective October 15, 2015.

Jacqueline Sherry, Sunset Hill Culinary Express and Oakwood Home Base Assistant has submitted her resignation effective October 9, 2015.

Retirement

Debra Hagen, High School Paraprofessional has submitted her retirement effective October 2, 2015. Ms. Hagen has been employed with the District since 2009.

Roberta Ross, Sunset Hill Paraprofessional has submitted her retirement effective December 4, 2015. Ms. Ross has been employed with the District since 2000.

RECOMMENDED ACTION: Approve the Human Resource Actions as recommended.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 12, 2015

AGENDA SECTION: 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: C. Unaffiliated Salary Schedule 2015-2016

COMMENTS BY: Annie Doughty, Executive Director of Human Resources

Unaffiliated Salary Schedule – 2015-16

Attached is the 2015-16 costing model and summary of language changes for the Unaffiliated staff, Levels 1-9 and Technology staff. This recommendation includes a salary schedule improvement of 2.25% for 2015-16. This recommendation is within the District's budget parameters.

This recommendation also includes changes to salary and benefits in order to align with the Affordable Care Act's non-discrimination rules and the Internal Revenue Code 105(h).

The Human Resources' Board Committee reviewed the recommended changes at their October 7, 2015 Committee meeting.

RECOMMENDED ACTION: Approve the 2015-2016 Salary Schedule and Handbooks for Unaffiliated positions as recommended.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

Unaffiliated Costing Model

Date: 10/7/2015 15-16

Dental Rate Increase 0.00%

	Base Year	1st Year	\$ Change	% Change
	2014-15	2015-16	Base to Yr 1	Base to Yr 1
Salaries				
Unaffiliated	\$5,045,765	\$5,843,965	\$798,200	15.82%
Benefits				
FICA/MC (.0765)	\$386,001	\$447,063	\$61,062	15.82%
PERA (.0725)	\$365,818	\$423,687	\$57,870	15.82%
Life	\$8,314.56	\$9,567.36	\$1,253	15.07%
LTD	\$15,137	\$17,532	\$2,395	15.82%
Health	\$778,058	\$416,184	-\$361,874	-46.51%
Dental	\$64,951	\$64,951	\$0	0.00%
TSA, Def Comp, ERI	\$208,003	\$228,903	\$20,901	10.05%
Subtotal	\$1,826,282	\$1,607,889	-\$218,394	-11.96%
Grand Total	\$6,872,047	\$7,451,854	\$579,806	8.44%



2015-16 Unaffiliated Staff – Level 1-2 & Technology Support

New Language underlined

~~Deleted Language strike through~~

Section 3 - Vacation and Nonwork Days

52 week employees shall earn one (1) day of vacation per month of employment to an annual maximum of ten (10) days. Additional vacation time is earned as illustrated below:

Fifteen (15) days after six (6) years of employment.

Twenty (20) days after fourteen (14) years of employment.

Twenty-five (25) days after twenty (20) years of employment.

All vacation/non-work days scheduled must be prior approved by the immediate supervisor.

Vacation account balances will be listed on the employee online system ~~pay stub~~. Employees may carry over a maximum of 10 days of their annual accrual.

Employees scheduled to work less than 52 weeks have nonwork days. Employees may not carryover any nonwork days.

At the time of leave of absence, resignation, termination or discharge of an employee their annual vacation/non-work days will be prorated in proportion to the time worked. If an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

Upon retirement, resignation, termination, or dismissal full-time employees will be paid for earned, unused vacation/nonwork days to a maximum of 25 days.

Section 4 - Sick Leave

In conjunction with the long term disability insurance provided, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

At the time of leave of absence, resignation, termination or discharge of an employee their annual sick days will be prorated in proportion to the time worked. If an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

Paid sick leave is provided all employees at the rate of one (1) day per month. The annual sick leave allowance is provided at the time of hire and on July 1 of each year. An employee may accumulate unused portions of sick leave up to a total of one hundred forty (140) days. The employer reserves the right to require substantiation of illness where there is evidence that sick leave is being abused.

Sick leave may be used to care for an ill or injured dependent child. A "child" means an individual under eighteen years of age or an individual under age twenty who is still attending secondary school.

See Section 7 Severance Pay Calculation for additional information regarding accumulated sick leave upon termination of employment.

Section 4 - Personal Leave

Each employee will earn up to ~~is eligible for~~ two (2) days of leave during each basic school year for absence required for the transaction of personal business which cannot be completed outside the normal school day and will be prorated in proportion to time worked. This leave may accrue to a maximum of four (4) days. Requests for such leave shall be submitted for approval through ERMA to the supervisor in writing at least three (3) duty days in advance, except for emergency situations.

Section 5 - Hospitalization and Medical Insurance

Each spring, prior to the beginning of a new insurance plan year, eligible employees will be provided with a benefit summary sheet defining the premium cost. ~~and the~~ District's contribution towards hospitalization / medical insurance will be up to \$531.19/month for the 2015-16 fiscal year. ~~for the following school year.~~

Section 7 - Accumulated Sick Leave

An employee who retires by at least age 55 who has worked at least 15 consecutive years in the district at 1920 hours per year or greater, who is not eligible for severance pay and provides written notice to the Human Resources Department by February 1 of the year in which the employee will retire, shall receive payment for fifty percent (50%) of the employee's accumulated, unused sick leave, or 40% for employees working less than 1920 hours to a minimum of 1040 hours per year, up to a maximum of 30 days pay. This payment will be made to a 403(b) account established by the employee exclusively for the purpose of receiving such payment ("the Severance 403(b)").

Section 7 - Retirement Insurance Benefits

Hospitalization / Medical Insurance

An employee who has completed fifteen (15) continuous years of full-time service in an unaffiliated Level 1-2 staff capacity or ten (10) years continuous full-time service in an Unaffiliated Level 1-2 staff capacity and additional ten (10) years of service credit in the District and who has attained the age of fifty-five (55) at the time of retirement, shall be eligible for a continued District contribution towards hospitalization / medical insurance until Medicare eligibility not to exceed \$920 per month for retirees electing single coverage, or \$1,410 per month for retirees electing 1+1 or family coverage. Such hospital/medical and dental insurance shall terminate at age-qualified Medicare eligibility.

Section 8 - Direct Deposit

The full amount of your net pay will be directly deposited into accounts of your choosing.

~~On payday you will receive a nonnegotiable Direct Deposit slip, which will look similar to a paycheck and will provide the same information that your paycheck stub provided.~~

2015-16 Unaffiliated Staff – Level 3 & Technology Specialist

Section 3 - Vacation and Nonwork Days

Vacation is earned ~~is accrued~~ on an annual basis beginning July 1. 52 week Unaffiliated Level 3 employees earn fifteen (15) days of vacation per year. Additional vacation time is earned as follows:

Twenty (20) days after the completion of five (5) years of employment.

Twenty-five (25) days after the completion of ten (10) years of employment.

All vacation/non-work days scheduled must be prior approved by the immediate supervisor.

Vacation day account balances will be listed on the employee online system ~~pay stub~~. Employees may carry over a maximum of 10 days of their annual accrual.

Employees scheduled to work less than 52 weeks have nonwork days. Employees may not carryover any nonwork days.

At the time of leave of absence, resignation, termination or discharge of an employee their annual vacation/non-work days will be prorated in proportion to the time worked. If an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

Upon retirement, resignation, termination, or dismissal employees will be paid for earned, unused vacation/nonwork days to a maximum of 25 days.

Section 4 - Sick Leave

In conjunction with the long term disability insurance provided, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

Paid sick leave shall be earned each year according to the following schedule:

<u>Weeks of Service</u>	<u>No. of Days Annually</u>
36-39	9
40-43	10
44-45	11
46-52	12

Sick leave not used during any school year may accumulate to a maximum of 190 days.

Sick leave may be used to care for an ill or injured dependent child. A "child" means an individual under eighteen years of age or an individual under age twenty who is still attending secondary school.

The Employer reserves the right to require substantiation of illness.

At the time of leave of absence, resignation, termination or discharge of an employee their annual sick days will be prorated in proportion to the time worked. If

an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

See Section 7 Severance Pay Calculation for additional information regarding accumulated sick leave upon termination of employment.

Section 4 - Personal Leave

Each employee will earn up to ~~is eligible for~~ two (2) days of leave during each basic school year for absence required for the transaction of personal business which cannot be completed outside the normal school day and will be prorated in proportion to time worked. This leave may accrue to a maximum of three (3) days. Requests for such leave shall be submitted for approval through ERMA ~~to the supervisor in writing~~ at least three (3) duty days in advance, except for emergency situations.

Section 5 - Hospitalization and Medical Insurance

Each spring, prior to the beginning of a new insurance plan year, eligible employees will be provided with a benefit summary sheet defining the premium cost. ~~and the District's contribution towards hospitalization / medical insurance~~ will be up to \$531.19/month for the 2015-16 fiscal year. ~~for the following school year.~~

Section 7 – Retirement/Severance Pay

Hospitalization / Medical Insurance

An employee who has completed fifteen (15) continuous years of full-time service in an unaffiliated specialist capacity or ten (10) years continuous full-time service in an Unaffiliated capacity and additional ten (10) years of service credit in the District and who has attained the age of fifty-five (55) at the time of retirement, shall be eligible for a continued District contribution towards hospitalization / medical insurance until Medicare eligibility not to exceed \$920 per month for retirees electing single coverage, \$1,410 per month for retirees electing 1+1 coverage and \$1,680 per month for retirees electing family coverage. Full-time service for retirement benefit eligibility is defined as 44 weeks at eight (8) hours per day as referenced in Section 5 Benefits. Such hospital/medical and dental insurance shall terminate at age-qualified Medicare eligibility.

Dental Insurance

~~The District's contribution towards dental insurance shall terminate at the time of retirement. The retiree may choose to continue coverage at their own cost under the guidelines of COBRA and Minnesota Continuation Law.~~

If the employee retires and has met the eligibility requirements for the retiree Hospitalization/Medical Insurance, the District will contribute the single premium for dental insurance up to age-qualified Medicare eligibility.

Section 8 - Direct Deposit

The full amount of your net pay will be directly deposited into accounts of your choosing.

~~On payday you will receive a nonnegotiable Direct Deposit slip, which will look similar to a paycheck and will provide the same information that your paycheck stub provided.~~

2015-16 Unaffiliated Staff – Level 4-8

Section 3 - Vacation and Nonwork Days

Vacation is earned ~~accrued~~ on an annual basis beginning July 1. 52 week employees earn vacation days as follows:

Unaffiliated Level 4, 5 and 6 earn twenty (20) days of vacation at the time of hire and earn an additional five (5) days, for a maximum of twenty-five (25) days, after the completion of five (5) years of employment.

Unaffiliated Level 7 and 8 earn twenty-five (25) days of vacation at the time of hire.

All vacation/non-work days scheduled must be approved by the immediate supervisor.

Vacation day account balances will be listed on the employee online system ~~pay stub~~. Employees may carry over a maximum of 10 days of their annual accrual.

Employees scheduled to work less than 52 weeks have nonwork days. Employees may not carryover any nonwork days.

At the time of leave of absence, resignation, termination or discharge of an employee their annual vacation/nonwork days will be prorated in proportion to the time worked. If an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

Upon retirement, resignation, termination, or dismissal employees will be paid for earned, unused vacation/nonwork days to a maximum of 25 days.

Section 4 - Sick Leave

In conjunction with the long-term disability insurance provided, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

Employees shall receive a onetime leave allowance of 35 days in addition to the amount granted below. Paid sick leave shall be earned each year according to the following schedule:

<u>Weeks of Service</u>	<u>No. of Days Annually</u>
42-43	14
44-46	15
47-52	16

Sick leave not used during any school year may accumulate without limit.

Sick leave may be used to care for an ill or injured dependent child. A "child" means an individual under eighteen years of age or an individual under age twenty who is still attending secondary school.

The Employer reserves the right to require substantiation of illness.

At the time of leave of absence, resignation, termination or discharge of an employee their annual sick days will be prorated in proportion to the time worked. If an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

See Section 7 Severance Pay Calculation for additional information regarding accumulated sick leave upon termination of employment.

Section 4 - Personal Leave

Each employee will earn up to ~~is eligible for~~ two (2) days of leave during each basic school year for absence required for the transaction of personal business which cannot be completed outside the normal school day and will be prorated in proportion to time worked. This leave may accrue to a maximum of three (3) days. Requests for such leave shall be submitted for approval through ERMA ~~to the supervisor in writing~~ at least three (3) duty days in advance, except for emergency situations.

Section 5 - Hospitalization and Medical Insurance

~~For each full-time staff enrolled in the District medical and hospitalization insurance plan, the Employer will contribute an amount equal to the premium for the lowest cost medical and hospitalization insurance plan.~~

Each spring, prior to the beginning of a new insurance plan year, eligible employees will be provided with a benefit summary sheet defining the premium cost. The District's contribution towards hospitalization / medical insurance will be up to \$531.19/month for the 2015-16 fiscal year.

In the event of the death of an active employee, the Employer will continue to pay the appropriate premium for continued hospital/medical insurance for the surviving spouse/eligible dependent child for a period of twelve (12) months.

Section 7 – Retirement/Severance Pay

Eligibility

An employee will be eligible for retirement ~~severance~~ pay if he/she meets all of the following standards:

- a) Employed in the Wayzata Public School District and covered under the Unaffiliated Handbook prior to June 30, 2015.
- b) Has attained the age of 55 or meets the “Rule of 90” eligibility rules under PERA as of the projected date of retirement.
- c) Meets one of the following three service requirements as of the projected date of retirement:
 1. Has completed twenty (20) years of District service in a Level 4-8 capacity.
 2. Has completed a minimum of ten (10) years of service in District Level 4-8 capacity AND additional years of directly related service credit outside the District for a combined total of 20 years.

3. Has completed at least ten (10) years in District Level 4-8 capacity AND additional years of service credit within the District to total twenty (20) years of District service.
- d) The employee must submit a written application for retirement incentive pay to the Superintendent at least five (5) months prior to retirement.
- 3) The School Board shall act on the application for retirement incentive pay at its first regular meeting occurring ten (10) days or more after receipt of the application for retirement.
- f) No retirement incentive pay will be paid to any employee who has been discharged by the Employer.

Section 7 - Retirement Insurance Benefits

To be eligible for retirement insurance benefits, the retiring employee must have attained the age of fifty-five (55) or meets the "Rule of 90" eligibility rules under PERA as of the effective date of retirement and have completed ten (10) years of continuous service to the District in a position eligible for Level 4-8 benefits.

~~Eligible employees hired on or before June 30, 1994, shall qualify for the same Employer contribution toward the premium actually charged by such retired employees insurance carrier for hospital/medical insurance, for the same life insurance benefit, and individual or family dental insurance as provided to similar employees actively at work. The employer contribution for medical insurance not to exceed \$660.00 per month for retirees electing single coverage, \$1,325.00 per month for retirees electing 1+1 coverage and \$1,850.00 per month for retirees electing family coverage. Such hospital/medical and dental insurance shall terminate at age-qualified Medicare eligibility.~~

~~For eligible employees hired after June 30, 1994, The District will contribute the single premium for medical and dental up to Medicare eligibility. If enrolled in 1+1/family coverage, the District will contribute up to 90% of the premium for medical and dental up to Medicare eligibility.~~ The District will contribute towards the full premium for medical insurance up to age-qualified Medicare eligibility not to exceed \$920 per month for retirees electing single coverage, \$ 1820 per month for retirees electing 1+1 coverage and \$2530 per month for retirees electing family coverage. Such hospital/medical and dental insurance shall terminate at age-qualified Medicare eligibility.

Benefits available under the hospital/medical insurance plan shall be coordinated with any government-provided benefits (such as Medicare) when eligible to do so to provide the same total benefits available to similar employees actively at work.

The Employer contribution to hospital/medical insurance shall terminate at age-qualified Medicare eligibility. The Employer contribution towards dental insurance coverage shall terminate at age-qualified Medicare eligibility.

Benefits under the life insurance plan shall be based on the last annual salary of the retired employee. Life insurance coverage shall terminate at the end of the month in which the retired employee attains the age of sixty-five (65).

Employees who are participants in the administrative early retirement incentive life insurance plan retain a fifteen thousand dollar (\$15,000) residual life benefit after the age of sixty-five (65).

In the event of the death of a retired employee, the Employer will continue its contribution for continued hospital/medical insurance for the surviving spouse/eligible dependent children for a period of twelve (12) months or until the date the retired employee would have reached the end of the Employer's contribution period, whichever occurs first. The surviving spouse may, at their own expense, continue participation in the hospital/medical insurance plan beyond the twelve (12) month period.

Section 8 - Direct Deposit

The full amount of your net pay will be directly deposited into accounts of your choosing.

~~On payday you will receive a nonnegotiable Direct Deposit slip, which will look similar to a paycheck and will provide the same information that your paycheck stub provided.~~

Appendix C – Memorandum of Understanding – Retiree Benefits

~~Wayzata Public Schools ISD No. 284 and the Unaffiliated Employees – Levels 4-9 will establish a joint committee to research options regarding retiree benefits. An outside consultant will be utilized during these discussions.~~

~~The committee will complete their work by June 1, 2015.~~

Appendix C – Memorandum of Understanding – Severance Pay

Section 7 Severance Pay Window

For employees who will meet the eligibility requirements under Section 7 of Retirement/ Severance Pay, the parties have agreed to the following:

Upon completion of 3 (~~three~~) years of service as a full-time unaffiliated employee in the Wayzata School District and effective 10 (~~ten~~) years prior to reaching eligibility for severance benefit, the District agrees to deposit prior to December 31st of each calendar year the dollar equivalent of 5% (five) percent of the employee's annual salary each year for 10 (~~ten~~) years as follows:

- 50% will be distributed to the Minnesota State Retirement System (MSRS) Health Care Savings Plan(HCSP)
- 50% will be distributed to a 403(b) account established by the employee exclusively for the purpose of receiving such deposits ("the Severance 403(b)")

As soon as practical upon initial implementation if the employee has less than 10 (~~ten~~) years remaining until severance benefit eligibility, the District will distribute a lump sum equivalent to catch up the employee as if deposits began during the year that was 10 (~~ten~~) years prior to reaching eligibility for receiving severance. This is intended to replace the current severance payment language at the time of retirement.

Example: Employee A will be eligible in 4 years to receive severance pay. The District will distribute 30% of Employee A's salary in the first year and 5% of Employee A's annual salary for each of the next four years.

2015-16 Unaffiliated Staff – Level 9

Section 3 - Vacation and Nonwork Days

Vacation is ~~accrued~~ **earned** on an annual basis beginning July 1. 52 week employees earn vacation days as follows:

Unaffiliated Level 4, 5 and 6 earn twenty (20) days of vacation at the time of hire and earn an additional five (5) days, for a maximum of twenty-five (25) days, after the completion of five (5) years of employment.

Unaffiliated Level 7 and 8 earn twenty-five (25) days of vacation at the time of hire.

All vacation/non-work days scheduled must be approved by the immediate supervisor.

Vacation day account balances will be listed on the employee **online system** ~~pay stub~~. Employees may carry over a maximum of 10 days of their annual accrual.

Employees scheduled to work less than 52 weeks have nonwork days. Employees may not carryover any nonwork days.

At the time of leave of absence, resignation, termination or discharge of an employee their annual vacation/nonwork days will be prorated in proportion to the time worked. If an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

Upon retirement, resignation, termination, or dismissal employees will be paid for earned, unused vacation/nonwork days to a maximum of 25 days.

Section 4 - Sick Leave

In conjunction with the long-term disability insurance provided, the Employer has established the following provisions for paid sick leave in order to minimize an employee's loss of income because of unavoidable absence due to illness or injury. Paid sick leave is not available during the term of any leave of absence without pay.

Employees shall receive a onetime leave allowance of 35 days in addition to the amount granted below. Paid sick leave shall be earned each year according to the following schedule:

<u>Weeks of Service</u>	<u>No. of Days Annually</u>
42-43	14
44-46	15
47-52	16

Sick leave not used during any school year may accumulate without limit.

Sick leave may be used to care for an ill or injured dependent child. A "child" means an individual under eighteen years of age or an individual under age twenty who is still attending secondary school.

The Employer reserves the right to require substantiation of illness.

At the time of leave of absence, resignation, termination or discharge of an employee their annual sick days will be prorated in proportion to the time worked. If an excess amount has been used, the employee is required to refund the excess amount utilized. The final paycheck will be adjusted accordingly.

See Section 7 Severance Pay Calculation for additional information regarding accumulated sick leave upon termination of employment.

Section 4 - Personal Leave

Each employee will earn up to ~~is eligible for~~ two (2) days of leave during each basic school year for absence required for the transaction of personal business which cannot be completed outside the normal school day and will be prorated in proportion to time worked. This leave may accrue to a maximum of three (3) days. Requests for such leave shall be submitted for approval through ERMA ~~to the supervisor in writing~~ at least three (3) duty days in advance, except for emergency situations.

Section 5 - Hospitalization and Medical Insurance

~~For each full-time staff enrolled in the District medical and hospitalization insurance plan, the Employer will contribute an amount equal to the premium for the lowest cost medical and hospitalization insurance plan.~~

Each spring, prior to the beginning of a new insurance plan year, eligible employees will be provided with a benefit summary sheet defining the premium cost. The District's contribution towards hospitalization / medical insurance will be up to \$531.19/month for the 2015-16 fiscal year.

In the event of the death of an active employee, the Employer will continue to pay the appropriate premium for continued hospital/medical insurance for the surviving spouse/eligible dependent child for a period of twelve (12) months.

Section 7 - Retirement Insurance Benefits

To be eligible for retirement insurance benefits, the retiring employee must have attained the age of fifty-five (55) as of the effective date of retirement and have completed eight (8) years of continuous service to the District in a position eligible for administrative benefits.

~~Eligible employees hired on or before June 30, 1994, shall qualify for the same Employer contribution toward the premium actually charged by such retired employees insurance carrier for hospital/medical insurance, for the same life insurance benefit, and individual or family dental insurance as provided to similar employees actively at work. The employer contribution for medical insurance not to exceed \$660.00 per month for retirees electing single coverage, \$1,325.00 per month for retirees electing 1+1 coverage and \$1,850.00 per month for retirees electing family coverage. Such hospital/medical and dental insurance shall terminate at age-qualified Medicare eligibility.~~

~~For eligible employees hired after June 30, 1994, The District will contribute the single premium for medical and dental up to Medicare eligibility. If enrolled in 1+1/family coverage, the District will contribute up to 90% of the premium for medical and dental up to Medicare eligibility.~~ The District will contribute towards the full premium for medical insurance up to age-qualified Medicare eligibility not to exceed \$920 per month for retirees electing single coverage, \$ 1820 per month for retirees electing 1+1 coverage and \$2530 per month for retirees electing family

coverage. Such hospital/medical and dental insurance shall terminate at age-qualified Medicare eligibility.

Benefits available under the hospital/medical insurance plan shall be coordinated with any government-provided benefits (such as Medicare) when eligible to do so to provide the same total benefits available to similar employees actively at work.

The Employer contribution to hospital/medical insurance shall terminate at age-qualified Medicare eligibility. The Employer contribution towards dental insurance coverage shall terminate at age-qualified Medicare eligibility.

Benefits under the life insurance plan shall be based on the last annual salary of the retired employee. Life insurance coverage shall terminate at the end of the month in which the retired employee attains the age of ~~sixty-five (65)~~ seventy (70).

Employees who are participants in the administrative early retirement incentive life insurance plan retain a fifteen thousand dollar (\$15,000) residual life benefit after the age of ~~sixty-five (65)~~ seventy (70).

In the event of the death of a retired employee, the Employer will continue its contribution for continued hospital/medical insurance for the surviving spouse/eligible dependent children for a period of twelve (12) months or until the date the retired employee would have reached the end of the Employer's contribution period, whichever occurs first. The surviving spouse may, at their own expense, continue participation in the hospital/medical insurance plan beyond the twelve (12) month period.

Section 8 - Direct Deposit

The full amount of your net pay will be directly deposited into accounts of your choosing.

~~On payday you will receive a nonnegotiable Direct Deposit slip, which will look similar to a paycheck and will provide the same information that your paycheck stub provided.~~

Appendix C – Memorandum of Understanding – Retiree Benefits

~~Wayzata Public Schools ISD No. 284 and the Unaffiliated Employees – Levels 4-9 will establish a joint committee to research options regarding retiree benefits. An outside consultant will be utilized during these discussions.~~

~~The committee will complete their work by June 1, 2015.~~

Appendix C – Memorandum of Understanding – Severance Pay

Section 7 Severance Pay Window

For employees who will meet the eligibility requirements under Section 7 of Retirement/ Severance Pay, the parties have agreed to the following:

Upon completion of 3 (three) years of service as a full-time unaffiliated employee in the Wayzata School District and effective 10 (ten) years prior to reaching eligibility for severance benefit, the District agrees to deposit prior to December 31st of each calendar year the dollar equivalent of 5% (five) percent of the employee's annual salary each year for 10 (ten) years as follows:

- 50% will be distributed to the Minnesota State Retirement System (MSRS) Health Care Savings Plan(HCSP)
- 50% will be distributed to a 403(b) account established by the employee exclusively for the purpose of receiving such deposits ("the Severance 403(b)")

As soon as practical upon initial implementation if the employee has less than 10 (ten) years remaining until severance benefit eligibility, the District will distribute a lump sum equivalent to catch up the employee as if deposits began during the year that was 10 (ten) years prior to reaching eligibility for receiving severance. This is intended to replace the current severance payment language at the time of retirement.

Example: Employee A will be eligible in 4 years to receive severance pay. The District will distribute 30% of Employee A's salary in the first year and 5% of Employee A's annual salary for each of the next four years.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: Finance and Business Services

COMMENTS BY: Jim Westrum, Exec. Director of Finance and Business Services

You may recall that the IRS finalized the first significant change in 403(b) plan regulations in 42 years in 2008 and that the District approved its 403(b) Plan documents in November 2009. These new regulations transformed what was previously a participant plan into an employer plan; much like the private-sector 401(k) plans. The most significant change in the regulations was making the employer, (District 284), responsible for creating a written plan document. It continues to remain critical that the District remain in compliance with IRS and State of Minnesota regulations to ensure that Wayzata’s employees and retirees continue to receive the tax advantages associated with certain accrued severance, sick leave, and vacation payments deposited into a 403(b) plan.

The District is working with its benefits attorney and legal counsel to ensure that District 284’s 403(b) plans remain in compliance with certain requirements as stated in IRS regulations and Minnesota state statutes 356.24. Subd. 1, paragraph 11. The District will continue to use its four 403(b) providers and execute necessary contracts and adoption agreements as a part of the Plan documents, herein incorporated by reference.

RECOMMENDED ACTION: Approve the Resolution approving Wayzata ISD 284 Special 403(b) Plan and authorizing James Westrum, Executive Director of Finance and Business, to take the steps reasonably necessary to establish the program described above, including but not limited to signing contract(s) on behalf of the District to accomplish the District’s objectives and be in compliance with IRS and State Laws and Regulations.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions: _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 12, 2015

AGENDA SECTION: 1. HUMAN RESOURCE RECOMMENDATIONS

ITEM: B. Wayzata Public Schools 2015-2016 Retirees

COMMENTS BY: Superintendent Chace B. Anderson

Tonight we would like to recognize the following employees who announced their retirement in 2015. We would like to thank them for their years of service to Wayzata Public Schools and wish them well in their future endeavors.

<u>Name</u>	<u>Position</u>	<u>Years of Service</u>
Debra Hagen	Paraprofessional	6 Years
Roberta Ross	Paraprofessional	15 Years

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: 3. Recognitions

ITEM: Employee of the Month

COMMENTS BY: Superintendent Chace B. Anderson

Kimberly Lane Elementary is proudly recognizing Heather Lewis, a reading teacher, for its Employee of the Month award. Her dedication to excellence is seen in her professionalism, work ethic and positive attitude. Each day she works tirelessly to help both students and staff be the best they can be. She is a key person on Kimberly Lane's staff and has made many contributions including:

- Co-creating a reading resource room for staff so they have an organized set of resources to personalize their instruction
- Leading "Academy of Wayzata Educators" classes and working with teachers to meet the needs of our emerging readers
- Helping launch the reading acceleration plans for students who are not projected to be proficient on the Reading MCA. As a building, Kimberly Lane raised its scores from 86.9% proficient in 2014 to 90.6% proficient in 2015
- Serving as a teacher-leader on the Intervention Team, sharing her valuable insight on high-impact instructional strategies
- Helping launch our reading program through our Vicksburg Commons Homework Club

Congratulations, Heather, on receiving this well-deserved honor.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: 6 SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS

ITEM: 1. Policies

COMMENTS BY: Chace B. Anderson, Superintendent of Schools

The following policies have been reviewed by the district's Policy Committee, along with appropriate district staff, according to the district's policy review cycle.

Policy 631: Technology Acceptable Use and Safety Policy

Policy 907: Gifts from the Public

Policy 908: Fundraising

Policy 911: Advertising

RECOMMENDED ACTION: Approve the proposed School Board Policies 631; 907; 908; and 911 for first reading.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

631 TECHNOLOGY ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district's technologies, use of personal and district-owned devices within the district, use of the district's network and the acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student, employee, parent and community access to the school district technology system, resources and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district technology system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that staff will blend thoughtful use of the school district technology system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district technology system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district technology system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use the technology system and the Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

The school district technology system is the property of the Wayzata School District. At no time does the District relinquish its exclusive control of electronic technologies. Inappropriate use of District electronic technologies, including interfering with network functions and the standardization of technologies, may result in the limitation or revocation of access.

Employees may use the district technology system for reasonable personal use, except for activities denied or prohibited in these regulations. Reasonable use is defined as use that does not interfere with your professional responsibilities. If there is a question regarding reasonable personal use, please contact your supervisor or principal.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district technology system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

ADOPTED: May 11, 1998

AMENDED: July 12, 2004

AMENDED: March 13, 2006

AMENDED: May 14, 2007

AMENDED: October 12, 2009

AMENDED: August 11, 2014

AMENDED: October 12, 2015

LAST REVIEWED: October 12, 2015

631 TECHNOLOGY ACCEPTABLE USE AND SAFETY REGULATIONS

I. DEFINITIONS

The following definitions shall be used in implementing the Technology Use Regulations.

A. District System

The District's technology systems and networks are any configuration of hardware and software. The system includes, but is not limited, to the following: telephones, cell phones, and voicemail technologies; email accounts; servers; computer hardware, mobile devices and peripherals; software including operating system software and application software; digitized information including stored text, data files, email, digital images, and video/audio files; internally or externally accessed databases, applications, or tools (Internet or District-server based); District provided Internet access including guest Wi-Fi; and new technologies as they become available.

II. RESPONSIBILITIES

A. Superintendent

The superintendent or designee shall serve as the coordinator to oversee the District System and to work with state, regional, or federal organizations as necessary to continue to provide or improve the District System. In addition, the superintendent may appoint a Director of Technology or other staff members, who shall:

1. Provide students and staff access to the District System as appropriate;
2. Protect the District System and data stored on the District System from unauthorized access, distribution, or manipulation;
3. To the extent practicable, filter, block, or otherwise prevent the use of the District System for the transmission of any comment, request, suggestion, proposal, image, or other communication which:
 - a. Is obscene, indecent, or sexually explicit; or
 - b. Is intended to promote or incite violence towards persons or property; or
 - c. Violates the District's policies or regulations or state or federal law regarding harassment or discrimination.
4. Prevent the unauthorized disclosure of data stored on the District System.
5. Establish procedures to audit the District System for compliance with District policies and regulations, state and federal law, and vendor contracts;
6. Establish routine procedures to make backup copies of data stored on file servers on the District System;
7. Establish procedures and policies governing access to the District System;

8. Establish procedures and policies for student, staff, and classroom Web pages and other web-based tools; and
9. Provide information for parent(s)/guardian(s) and students regarding District Technology Use Policy and Regulations

B. Building Principals

School building principals or their designees shall serve as the building-level coordinators for the District System in conjunction with the Director of Technology. They shall have the authority to approve building-level activities using the District System, subject to review by the Superintendent and the Board of Education. Principals or their designees will also oversee training of students and staff regarding the use of the District System.

C. District's Educational Staff

The District's educational staff shall:

1. Educate themselves about technology and how it may be used in the classroom setting to support the education of students;
2. Use the District System appropriately in the classroom, including previewing resources that will be used as part of classroom instruction;
3. Supervise student's use of technology resources in the classroom to help them learn, identify information appropriate to their age and educational levels, and evaluate and use information to meet their educational goals;
4. Shall use only district sanctioned tools;
5. Monitor, model and teach students acceptable use when accessing the District System to ensure they are abiding by the District's policies and regulations; and staff are responsible for copyright responsibilities – teaching and monitoring copyright ethics.
6. Prevent the unauthorized disclosure of personally identifiable data or confidential data stored on the District System.

D. Staff

Staff members, including all employees, independent contractors and volunteers, may be provided access to the District System. If such access is obtained, staff members must abide by all district policies and regulations, state and federal law, and vendor contracts. If staff members obtain access to the District System from their homes or other remote locations, such use shall also be controlled by these regulations. Any data or other information downloaded or copied to a staff member's home computer or portable storage device from the District System shall remain the property of the district. Staff members obtaining such access shall also take the required steps to prevent the unauthorized disclosure of confidential data stored on the District System.

E. Employee Personal Use

Employees may use the district technology system for reasonable personal use, except for activities denied or prohibited in these regulations. Reasonable use is defined as use that does not interfere with your professional responsibilities. If there is a question regarding reasonable personal use, please contact your supervisor or principal.

F. Students

Students using the District System shall read (or have read and explained to them) and abide by the district's Technology Use Policy and Regulations.

G. Parents/Guardians

There is a wide range of material available on the internet, some of which may not comport with the moral standards or values of the families of students. It is not economically nor technologically feasible for the district to prevent students from encountering certain information when they use the internet. It also is not possible to prevent students from disclosing information about themselves to others via the internet.

The District permits students to use the internet at school as part of classroom activities. Parent(s)/guardian(s) must notify the Director of Technology in writing if permission is not granted. (Notification form is available through school principal or Technology Department.) Parents or guardians who permit a student to use the internet at school: (a) recognize the risks of allowing students to access the internet; (b) are responsible for reviewing the Technology Use Policy and Regulations with the student; and (c) are responsible for teaching the student how to make wise choices regarding the use of the internet, including understanding what material is acceptable for them to review on the internet.

III. UNACCEPTABLE USES

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
 - 1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

- c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
- 2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
- 3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
- 4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade, disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate or circumvent the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
- 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
- 6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e.,

communications with parents or other staff members related to students).

- b. Employees creating or posting school-related web pages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 511; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 511.

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Twitter” and “Facebook.”
- 7. Users must keep all account information on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
 - 8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the district technology system for political lobbying, unless the lobbying effort directly supports the School Board's legislative platform. The District System may not be used to endorse political candidates.
 11. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy 528. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

IV. FILTER

- A. With respect to any of its computers or mobile devices with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will use best efforts and industry standard approaches to block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Pornographic; and/or
 - 3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

V. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VI. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

VII. INTELLECTUAL PROPERTY RIGHTS

Users will respect the rights of others and their intellectual property, including copyrights and trademarks.

- A. Users shall not make unauthorized copies of nor plagiarize the works of others.
- B. Users shall not copy nor post on the Internet or the works of others without the owner's written permission.
- C. If a user desires to make copies of material found on the Internet, such copies shall be made only in accordance with the principles of "fair use" as that term is defined in the federal Copyright Act.

- D. Works created by students are the property of the student. Works created by staff members in the course of their duties and using the District System are the property of the District as works made for hire.

VIII. TECHNOLOGY USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the District Technology or the Internet.
- C. The Technology Use Agreement form for students must be read and signed by the user, the parent or guardian. The Technology Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office.
- D. All users shall be responsible for the protection and security of their passwords. Users shall have the ability to change passwords to maintain the confidentiality of their logon credentials.

IX. LIMITATION ON SCHOOL DISTRICT LIABILITY

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

X. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that technology and Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district's liability relative to:

- a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
- 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 - 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
 - 6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 418, Public and Private Personnel Data, and Policy 511, Protection and Privacy of Pupil Records.
 - 7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
 - 8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XI. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

- A. Outside of school, parents bear responsibility for the same guidance of technology and Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 - 1. A copy of the user notification form provided to the student user.
 - 2. A description of parent/guardian responsibilities.
 - 3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 - 4. A statement that the Technology Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 - 5. A statement that the school district's acceptable use policy is available for parental review.

XII. IMPLEMENTATION; POLICY REVIEW

- A. The school district administration will develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Technology Use policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References: 15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
 17 U.S.C. § 101 *et seq.* (Copyrights)
 20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)
 47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
 47 C.F.R. § 54.520 (FCC rules implementing CIPA)
 Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)
 Minn. Stat. § 125B.15 (Internet Access for Students)
 Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Kowalski v. Berkeley County Sch., 652 F.3d 656 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)
J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

ADOPTED: May 11, 1998

AMENDED: May 28, 2002

AMENDED: March 13, 2006

AMENDED: May 14, 2007

AMENDED: August 22, 2007

AMENDED: October 12, 2009

AMENDED: August 11, 2014

AMENDED: October 12, 2015

LAST REVIEWED: October 12, 2015

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

GIFTS FROM THE PUBLIC

POLICY: 907

The School Board may accept on behalf of the District any bequest or gift of money or property for a purpose deemed by the School Board to be suitable and to utilize such money or property so designated.

The School Board will not accept any financial donation to fully or partially fund the employment of any curricular or related co-curricular full-time or part-time personnel, unless the donation is from endowed funds that comply with the Uniform Management of Institutional Funds Act. The acceptance of such donation is also contingent on the Board's ability to utilize the funds to address needs across the District as determined by the Board.

The Board shall establish criteria to be met in the acceptance of gifts, and the Superintendent shall develop procedures for examining and evaluating offers of gifts to the District.

ADOPTED: December 13, 1982
AMENDED: October 13, 1986
AMENDED: December 11, 1995
AMENDED: November 8, 2004
AMENDED: May 9, 2005
AMENDED: September 10, 2007

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

GIFTS FROM THE PUBLIC

REGULATIONS: 907-R

Any gifts presented to the District must be accompanied by a letter from the donor for official action and recognition by the School Board. All gifts will be reviewed by the Superintendent prior to being approved by the Board.

To be accepted, a gift must satisfy the following criteria:

1. Have a purpose consistent with the District's mission.
2. Be offered by a donor acceptable to the Board.
3. Establish a program that cannot be sustained when gift or grant funds are exhausted.
4. Not bring undesirable or hidden costs to the school system.
5. Place no restrictions or requirements on the District.
6. Be inappropriate or harmful to the education of all students.
7. Not endorse any business or product.
8. Be in conflict with any provision of the school code or public law.
9. Not jeopardize other sources of state/federal funding.
10. Not cause an unreasonable imbalance among schools of the same level.
11. All gifts and bequests shall become District property.

A letter of appreciation signed by the Chair of the Board and the Superintendent of Schools shall be sent to the donor.

EFFECTIVE: October 13, 1986
MODIFIED: November 23, 1987
MODIFIED: October 24, 1994
MODIFIED: August 31, 1999
MODIFIED: May 21, 2003
MODIFIED: November 8, 2004
MODIFIED: May 9, 2005
MODIFIED: September 10, 2007

907 GIFTS FROM THE PUBLIC

I. PURPOSE

The School Board may accept on behalf of the District any bequest or gift of money or property for a purpose deemed by the School Board to be suitable and to utilize such money or property so designated.

II. GENERAL STATEMENT OF POLICY

The School Board will not accept any financial donation to fully or partially fund the employment of any curricular or related co-curricular full-time or part-time personnel, unless the donation is from endowed funds that comply with the Uniform Management of Institutional Funds Act. The acceptance of such donation is also contingent on the Board's ability to utilize the funds to address needs across the District as determined by the Board.

The Board shall establish criteria to be met in the acceptance of gifts, and the Superintendent shall develop procedures for examining and evaluating offers of gifts to the District.

ADOPTED: December 13, 1982

AMENDED: October 13, 1986

AMENDED: December 11, 1995

AMENDED: November 8, 2004

AMENDED: May 9, 2005

AMENDED: September 10, 2007

AMENDED: October 12, 2015

LAST REVIEWED: October 12, 2015

907-R GIFTS FROM THE PUBLIC REGULATIONS

I. REGULATIONS

Any gifts presented to the District must be accompanied by a letter from the donor for official action and recognition by the School Board. All gifts will be reviewed by the Superintendent prior to being approved by the Board.

To be accepted, a gift must satisfy the following criteria:

1. Have a purpose consistent with the district's mission.
2. Be offered by a donor acceptable to the Board.
3. Not establish a program that cannot be sustained when gift or grant funds are exhausted.
4. Not bring undesirable or hidden costs to the school system.
5. Place no restrictions or requirements on the district.
6. Not be inappropriate or harmful to the education of all students.
7. Not endorse any business or product.
8. Not be in conflict with any provision of the school code or public law.
9. Not jeopardize other sources of state/federal funding.
10. Not cause an unreasonable imbalance among schools of the same level.
11. All gifts and bequests shall become District property.

If desired, a letter of appreciation signed by the Superintendent of Schools shall be sent to the donor; when an appropriate return address is provided.

ADOPTED: October 13, 1986
AMENDED: November 23, 1987
AMENDED: October 24, 1994
AMENDED: August 31, 1999
AMENDED: May 21, 2003
AMENDED: November 8, 2004
AMENDED: May 9, 2005
AMENDED: September 10, 2007
AMENDED: October 12, 2015
LAST REVIEWED: October 12, 2015

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

FUNDRAISING

POLICY: 908

PURPOSE

The purpose of this policy is to help ensure successful fundraising activities.

~~The Superintendent is hereby directed to develop guidelines/regulations and implement processes that will address these concerns.~~

GUIDELINES

~~Board Policy 908. The following regulations shall be implemented to address these concerns:~~

1. Students will not be required to participate in fundraising activities.
2. All fundraising activities that involve students, employees, or school programs must be approved in advance by the school principal/designee or the Superintendent/designee. Hosting unapproved fundraising activities will be considered a violation of this policy.
3. All school-related fundraising activities will be carried out in a manner that will not result in embarrassment on the part of individual students, employees, individual schools, or the School District.
4. All policies and regulations pertaining to student and employee conduct and discipline shall extend to fundraising activities.
5. The number and timing of fundraising activities shall be coordinated by the school principal/designee in such a manner as to prevent them from becoming too numerous and overly burdensome on students, parents, employees, local business, and the general public.
6. The requesting student, parent, staff, and booster organization will ensure that proper accounting procedures are in place, that records will clearly indicate revenues and expenditures for each fundraising activity, and that measures for the safekeeping of monies are implemented.
- ~~7. The Superintendent or designee will serve as a representative to the District Liaison Committee which regularly shares information about fundraising activities.~~ (This has not been a part of the liaison committee purpose for a number of

years.)

7. All commercial electronic fundraising or use of the District's web sites or e-mail systems will be limited to the school or schools involved and not broadcast District wide unless approved by Superintendent or designee.

ADOPTED: August 9, 1999
AMENDED: July 9, 2007

908 FUNDRAISING

I. PURPOSE

The purpose of this policy is to help ensure successful fundraising activities.

II. GUIDELINES

1. Students will not be required to participate in fundraising activities.
2. All fundraising activities that involve students, employees, or school programs must be approved in advance by the school principal/designee or the Superintendent/designee. Hosting unapproved fundraising activities will be considered a violation of this policy.
3. All school-related fundraising activities will be carried out in a manner that will not result in embarrassment on the part of individual students, employees, individual schools, or the school district.
4. All policies and regulations pertaining to student and employee conduct and discipline shall extend to fundraising activities.
5. The number and timing of fundraising activities shall be coordinated by the school principal/designee in such a manner as to prevent them from becoming too numerous and overly burdensome on students, parents, employees, local business, and the general public.
6. The requesting student, parent, staff, and booster organization will ensure that proper accounting procedures are in place, that records will clearly indicate revenues and expenditures for each fundraising activity, and that measures for the safekeeping of monies are implemented.
7. All commercial electronic fundraising or use of the District's web sites or e-mail systems will be limited to the school or schools involved and not broadcast district-wide unless approved by the Superintendent/designee.

ADOPTED: August 9, 1999

AMENDED: July 9, 2007

AMENDED: October 12, 2015

LAST REVIEWED: October 12, 2015

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

ADVERTISING

POLICY: 911

PURPOSE

The purpose of this policy is to provide guidelines for the advertising or promoting of products and services to students and parents in the schools. The school district's policy is that the name, facilities, staff, students, or any part of the school district shall not be used for advertising or promoting the interests of a commercial or non-profit agency or organization except as set forth below.

ADVERTISING GUIDELINES

Wayzata Public Schools will allow advertising under the following conditions:

1. The schools may, upon the Superintendent's approval, cooperate with any governmental agency in promoting activities in the general public interest which are nonpartisan and non-controversial and which promote the education or other best interests of students.
2. School publications may accept and publish paid advertising, which is nonpartisan and non-controversial.
3. The School Board may accept donations (monetary or equipment) to the District, which has advertising, provided the advertising is approved by the Administration and is in good taste in the Administration's judgment. Reasonable rules may be established by the Administration regarding the type and size of advertising, duration of display, and other similar parameters. The School Board is the final authority on receipt of such donations and shall accept or deny each donation on a case-by-case basis.
4. Schools shall be allowed to enter into business **partnerships/sponsorships** to accept advertising, providing that the schools benefit financially, and as long as such advertising is nonpartisan and non-controversial; does not promote the use of tobacco, alcohol, or drugs; does not promote gambling; does not restrict or impair the educational program of the schools; does not reflect negatively on the District or the schools; does not violate federal or state laws; and is consistent with the mission and goals of the District. **All local and state laws and ordinances must be followed.**

5. The District, or a school, may acknowledge a donation it receives from an organization by displaying a "donated by," "sponsored in part by," or similar such by-line with the organization's name and/or logo on the item. Examples of such acknowledgement include activity programs, electronic media, book covers or scoreboards.
6. Schools may participate in radio or television programs under acceptable commercial sponsorship when such participation is supplementary or beneficial to the schools' programs.

ADOPTED: August 11, 1997
AMENDED: October 10, 2005
AMENDED: September 10, 2007

911 ADVERTISING

I. PURPOSE

The purpose of this policy is to provide guidelines for the advertising or promoting of products and services to students and parents in the schools. The school district's policy is that the name, facilities, staff, students, or any part of the school district shall not be used for advertising or promoting the interests of a commercial or non-profit agency or organization except as set forth below.

II. GUIDELINES

Wayzata Public Schools will allow advertising under the following conditions:

1. The schools may, upon Superintendent/designee approval, cooperate with any governmental agency in promoting activities in the general public interest which are nonpartisan and non-controversial and which promote the education or other best interests of students.
2. School publications may accept and publish paid advertising which is nonpartisan and non-controversial.
3. The School Board may accept donations (monetary or equipment) to the district, which has advertising, provided the advertising is approved by the administration and is in good taste in the administration's judgment. Reasonable rules may be established by the administration regarding the type and size of advertising, duration of display, and other similar parameters. The School Board is the final authority on receipt of such donations and shall accept or deny each donation on a case-by-case basis.
4. Schools shall be allowed to enter into business partnerships/sponsorships to accept advertising, providing that the schools benefit financially, and as long as such advertising is nonpartisan and non-controversial; does not promote the use of tobacco, alcohol, or drugs; does not promote gambling; does not restrict or impair the educational program of the schools; does not reflect negatively on the district or the schools; does not violate federal or state laws; and is consistent with the mission and goals of the district. All local and state laws and ordinances must be followed.
5. The district, or a school, may acknowledge a donation it receives from an organization by displaying a "donated by," "sponsored in part by," or similar such by-line with the organization's name and/or logo on the item. Examples of such acknowledgement include activity programs, electronic media, book covers or scoreboards.
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WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

ADOPTED: August 11, 1997

AMENDED: October 10, 2005

AMENDED: September 10, 2007

AMENDED: October 12, 2015

LAST REVIEWED: October 12, 2015

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: 6 SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS

ITEM: 1. Policies

COMMENTS BY: Jill Johnson, Executive Director of Teaching and Learning

The following policies have been reviewed by the district's Policy Committee, along with appropriate district staff, according to the district's policy review cycle.

Policy 502: Student Discipline

Policy 505: Entrance Age

Policy 510: Student Sex Nondiscrimination

Policy 530: Wellness

Policy 919: Community Education (consolidate Policy 919, and 920: Community Education Advisory Council, into a single policy under #919. Delete policy 920 entirely).

RECOMMENDED ACTION: Approve the proposed School Board Policies 502; 505; 510; 530; and 919 for first reading.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

502 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct.

This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, 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 unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

II. GENERAL STATEMENT OF POLICY

- A. The school board has a responsibility to make reasonable policies for governing student behavior and conduct consistent with Minnesota statutes including Minnesota Pupil Fair Dismissal Act and rules and regulations approved by the Minnesota Department of Education
- B. The vision statement of the Wayzata School District includes a commitment to a welcoming, nurturing and safe environment.

In support of this vision, we believe in the following:

- 1. Recognition of the rights and responsibilities of all individuals.
- 2. Respect for governing laws.
- 3. Respect for private and public property.
- 4. Consequences for failure to follow student conduct rules.

The school board believes that learning occurs best in an orderly environment which promotes responsible behavior in our students. This policy and these regulations apply to all students on school property at all times, at any school-sponsored activities and on school buses.

Legal References: Minn. Stat. § 97B.045 (Transportation of Firearms)
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.05 (Referral to Police)
Minn. Stat. § 121A.26 (School Pre-assessment Teams)
~~Minn. Stat. § 121A.27 (School and Community Advisory Team)~~
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch. 125A (Students with Disabilities)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Court Act)
Minn. Stat. § 609.02, Subd. 6 (Definition of Dangerous Weapon)
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)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)
In re C.R.M. 611 N.W.2d 802 (Minn. 2000)

ADOPTED: March 8, 1970

AMENDED: July 16, 1984

AMENDED: December 8, 1986

AMENDED: October 12, 1992

AMENDED: July 9, 2001

AMENDED: May 10, 2004

AMENDED: October 13, 2008

AMENDED: November 14, 2011

AMENDED: October 13, 2014

LAST REVIEWED: October 13, 2014

DRAFT: October 12, 2015

502-R STUDENT DISCIPLINE REGULATIONS

I. REGULATIONS FOR STUDENT BEHAVIOR

A. Rule 1: ATTENDANCE

Students should arrive at school and classes on time and are expected to be in school for the entire school day unless other arrangements have been made. Truancy is an absence without the knowledge and approval of the school, parent/guardian, or teachers. Excessive truanancies may lead to consequences. (See Compulsory Attendance Policies 503.)

B. Rule 2: ACTIVITIES/ EVENT BEHAVIOR

Students must comply with all school and Minnesota State High School League and conference rules when attending school activities and events.

C. Rule 3: RESPECT FOR PROPERTY

Students shall respect property belonging to the School District, school employees, and other students. Vandalism, accidental damage to property, theft or use of property without permission of the owner, extortion, or trespassing shall constitute a violation of this rule.

D. Rule 4: RESPECT FOR PEOPLE

Students will show respect for other students, and all School District employees and volunteers. Disrespectful behavior including abusive language is a violation of this rule. This policy incorporates by reference the District's Racial, Religious, Offensive Behavior, Sexual Harassment and Violence Policy. (See Policy Racial, Religious, Offensive Behavior/Sexual Harassment and Violence – 403) Although not inclusive, the following list describes behaviors that are not permitted.

1. **Insubordination:** A student is insubordinate when he/she refuses to comply with any reasonable request or directive of teachers, principals, District employees or volunteers.
2. **Personal Identification:** Students shall identify themselves upon request by any school employee. Failure to identify oneself to school authorities is a violation of this rule. Falsifying signatures is also a violation of this rule.
3. **Assault:** Assault includes actual physical harm to another or an act with intent to cause fear or bodily harm to a person.
4. **Fighting:** Fighting is mutual combat in which both parties have contributed to the situation.

5. **Racial, Religious, Offensive Behavior/Sexual Harassment and Violence:** It is the policy of Independent School District 284 that no student or employee of the district shall be subjected to offensive behavior. Such conduct includes, but is not limited to, inappropriate remarks or conduct related to a person's race, color, creed, religion, national origin, sex, sexual orientation, gender, marital status, disability, age, or status with regard to public assistance. Offensive behavior also includes violent or threatening behavior and sexual harassment. (See Board Policy and Regulations 403 and 403-R).
6. **Threats:** No student will threaten any individual person or property.
7. **Hazing:** 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 purpose. (See Board Policy 513 and Regulations 513R on Hazing).
8. **Bullying:** Bullying is an overt act by a student or a group of students directed against another student/s with the intent to ridicule, humiliate or intimidate the other student. (See Board Policy 528 on Bullying Prohibition).
9. **Weapons:** A weapon includes but is not limited to firearms (whether loaded or not loaded), pellet guns, stun guns, nunchucks, metal knuckles, knives, replica weapons and potentially dangerous objects. See Board Policy on Weapons.

E. Rule 5: SMOKING AND USE OF TOBACCO / ECIGARETTES

Tobacco use, e-cigarette use, and/or possession by students shall be prohibited in school buildings, on school property, on school buses, and at all school-sponsored activities.

F. Rule 6: ALCOHOL AND ILLEGAL DRUGS

Students will not possess, purchase, or sell alcohol, illegal drugs, drug paraphernalia, consume any amount of alcohol, or illegal drugs while on school property, including buses, or while attending school-sponsored functions.

G. Rule 7: DISRUPTIVE BEHAVIOR

Students shall behave in a manner which neither disrupts the learning environment nor is hazardous to the health and safety of persons in any area.

1. **Disrespectful Language:** The use of disrespectful language which may include the use of profanity and/or obscenity, is a violation of this rule.
2. **Unauthorized Distribution of Literature:** Unauthorized distribution of literature on school property, either electronically or in hard copy, is a violation of this rule.

3. **Distribution of Literature:** Distribution of literature on school property, authorized or unauthorized, electronic or hard copy, that is inflammatory, libelous, or of a slanderous nature is not allowed and also a violation of this rule.
4. **Disturbances and Disruptions:** Disturbances, disruptions, or threats to normal school operations or school activities, such as the reporting of dangerous or hazardous situations that do not exist, are violations of this rule (i.e. terroristic threats). The possession or use of articles that are illegal or declared by a school official to be nuisances is also a violation of this rule.
5. **Nuisance Items:** A nuisance item is anything that is used to disrupt the safety, order or control of the school, such as, but not limited to, pagers, radios, headsets, cell phones, universal remote controls, laser pointers, or other electronic devices. If safety or learning is disrupted, consequences will occur.

H. Rule 8: CLOTHING AND WEARING APPAREL

Students shall dress in such a manner that their wearing apparel is not disruptive to the learning environment and does not constitute a health or safety hazard or reference illegal behavior. (See Board Policy 506 – Student Dress Code.)

I. Rule 11: PARKING/ PARKING LOT/DRIVING VIOLATIONS

Students are expected to honor and obey all parking and driving rules as described in the Wayzata High School student handbook.

J. Rule 12: CHEATING/PLAGIARISM/FALSIFICATION OF RECORDS

Cheating, plagiarism and/or falsification of records are violations. Cheating or plagiarism is misleading an instructor in some way so as to receive a grade for work that the student did not originate.

K. Rule 13: BUS VIOLATIONS

All school rules, policies, and regulations apply to behavior on buses to and from school or while on any school-related activity. In addition, state law specifically prohibits the following behaviors on a school bus:

1. Standing or walking in a bus while it is in motion.
2. Transporting any potentially dangerous objects including weapons or explosives.
3. Obstructing the aisle.
4. Damaging the bus in any manner. (See District 284 School Bus Discipline Policy and Special Education Transportation Regulations.

L. Rule 14: TECHNOLOGY

Students shall use technology in a manner consistent with Board Policy (631 & 631R).

II. PREVENTATIVE AND CORRECTIVE MEASURES

Student violations of one or more rules of student conduct shall be cause for intervention. Such intervention may be preventive, corrective, educational, or disciplinary in nature and must depend upon:

- The seriousness of the violation.
- The frequency with which the student has violated the rules.
- The willingness of the student to correct the behavior and to act in a more positive manner.
- The age of the student.

A. Preventive Measures - Preventive measures may include the involvement of the parent/guardian and appropriate professional staff in an attempt to plan corrective strategy jointly. In cases of students with an active Individualized Education Program (IEP), preventive or corrective action plans will generally involve the student's IEP manager.

B. Types of Corrective Measures

- Student conference.
- Parent contact.
- Parent conference.
- Removal from class.
- Contract.
- Restitution.
- In-school support.
- Detention.
- Suspension or removal from extracurricular activities.
- In-school monitoring.
- Community service.
- Referral to outside agency therapeutic program.
- Suspension.
- Assign alternative program.
- Police referral.
- Petition County Court.
- Transfer to another school.
- Superintendent-level intervention.
- Expulsion/Exclusion.

These actions are not listed in any particular order and other actions may be appropriate as well.

C. Building Level Measures - The classroom teacher will generally attempt other means to correct undesirable behavior before removal from class is used.

- 1. Removal from Class:** Violation of any rule or policy established by the School Board, administration, or teacher may be grounds for removing a student from a specific class or activity for an amount of time not to exceed five (5) class or activity periods. Students removed from a class or activity shall report to the area that is designated.
 - a. Secondary Schools:** A class or activity means the daily instructional time for a given course of study.
 - b. Elementary Schools:** A class or activity means a period of time not to exceed one (1) hour, regardless of subject of instruction.
- 2. Suspension:** Suspension is a directive from a school administrator prohibiting a student from attending school.
 - a. Notice:** All provisions of the Pupil Fair Dismissal Act will be followed.
 - b. Re-entry:** Conference with parent or guardian is required as condition of reinstatement (per Pupil Fair Dismissal Act). The requirement for a Re-entry Conference cannot delay the delivery of special education services if a student has an IEP.
 - c. Violation of Suspension:** If a student returns to school or a school-sponsored activity without permission during a suspension, the action may be considered a violation of the suspension and may be cause for further action.

D. Superintendent Level Disciplinary Process

The principal may refer a student to the Superintendent/designee for further action. The referral will be in writing and will be accompanied by a complete and up-to-date record of the facts of the incident(s) and all corrective measures attempted.

- 1. Informal Hearing:** The Superintendent/designee will conduct an informal hearing. The student and parent/guardian will be notified of the hearing and will receive a copy of the referral letter. At the hearing the student may choose to be accompanied by any person. The principal and other school personnel may be present.
- 2. Actions:** The Superintendent/designee will take one or more of the following actions:
 - a. Defer action pending further investigation.
 - b. Place the student on Superintendent's probation.
 - c. Transfer the student to a different school.
 - d. Place the student on home instruction.

- e. Place the student in a modified or alternative program.
- f. Attempt to seek placement in a school outside the District with parental/guardian agreement.
- g. Recommend expulsion or exclusion. The Superintendent may modify such expulsion/exclusion requests on a case by case basis.

E. Expulsion/Exclusion

1. Expulsion

Expulsion is a School Board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The procedures for notice and hearing under the Pupil Fair Dismissal Act regulations will be followed.

2. Exclusion

Exclusion means a Board action to prevent enrollment or re-enrollment of a student for period that shall not extend beyond the school year. The procedures of the Pupil Fair Dismissal Act will be followed.

F. Alternative Placement

Alternative placement to another in or out-of-District school site may be made at the recommendation of the administration.

III. NOTIFICATION OF BOARD POLICY/REGULATIONS AND BUILDING PROCEDURES

- A.** High school and middle school students will be given a copy of the Student Discipline Regulations and any building-level procedures. Receipt of the written policy and procedures will be construed as having knowledge of the contents. Elementary students will receive an oral explanation.
- B.** Copies of the Board Policy on Student Discipline and Regulations will be available to students and parents/guardians in the office of each school building.

IV. IMPLEMENTATION

The building level procedures for implementing this policy will be determined by each site. The building principal and licensed employees shall confer annually to review the discipline policy and to assess whether the policy has been enforced.

A district committee will review the policy and regulations annually.

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

ADOPTED: December 8, 1986

AMENDED: July 24, 1989

AMENDED: October 12, 1992

AMENDED: March 30, 1993

AMENDED: July 15, 1993

AMENDED: August 3, 1994

AMENDED: December 14, 1994

AMENDED: July 9, 2001

AMENDED: May 10, 2004

AMENDED: October 13, 2008

AMENDED: November 14, 2011

AMENDED: October 13, 2014

LAST REVIEWED: October 13, 2014

DRAFT: *October 6, 2015*

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

ENTRANCE AGE

POLICY: 505

The purpose of this policy is to set forth the age for entrance into the school system.

Students between five years and 21 years of age who have not graduated from high school and who reside in District 284 shall be admissible to the public schools.

1. All children who reach age five (5) on or before September 1 are welcomed and encouraged to enroll in kindergarten that year.
2. Children ages birth – five (5) may be enrolled if they qualify for special education services.
3. Children who reach age six (6) on or before September 1 are eligible to enter first grade.

It is the responsibility of the school to be ready to serve the children and not the responsibility of the children to be prepared for the program of the school.

The test of residence shall be whether such youth validly and substantially live within the district during the school year. Non-emancipated minors (under 18 years of age) are expected to be under the supervision of an adult or adults who assume responsibility for their general health and welfare as well as for emergencies. In instances where such adults are not the parents or legal guardians of the minor, a written statement of such responsibility assumption shall be requested upon school registration. This statement shall be kept on file along with a summary of case particulars.

ADOPTED: February 5, 1968
AMENDED: October 14, 1985
AMENDED: March 15, 2004
AMENDED: July 12, 2004
REVIEWED: December 12, 2005
DRAFT: October 6, 2015

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

ENTRANCE AGE

REGULATIONS: 505-R

Children, who have not reached age 5 by September 1 but have completed a Minnesota public kindergarten program, a Minnesota Accredited private kindergarten program, or a kindergarten program outside of Minnesota, will be enrolled in Wayzata Public School's kindergarten program for the upcoming school year. Parents may apply for Early Entrance Evaluation to determine if their child meets the eligibility criteria for early entrance to 1st grade.

EARLY ENTRANCE

The parent(s) of any District child whose birthday falls between September 2 and October 15 may request consideration for early entrance to kindergarten or first grade. The procedures for Early Entrance are listed below.

CRITERIA FOR EARLY ENTRANCE

The criteria for early entrance are the same as the criteria for grade acceleration (School Board Policy 602-R), which are a student may be considered for early entrance if the following can be clearly demonstrated: a high level of academic achievement in all areas of the curriculum (with special emphasis on reading, writing and mathematics), intellectual ability two standard deviations above average (i.e., IQ score at least 130), social and emotional maturity, and a high degree of persistence.

APPLICATION PROCEDURE

The application for Early Entrance is available on the Wayzata Public School website under Teaching and Learning – Early Entrance, or can be obtain by contacting of the office of Research and Evaluation. Please complete all three pages of the application form and mail it along with a non-refundable check for \$200.00 made payable to ISD #284 by May 1st. Economic hardship options may be available.

If you live within the school district, or can show proof of residency, and your child meets the birthdate eligibility requirement, you will be contacted to schedule an interview for the first stage of the evaluation. The interviews are typically scheduled during the second full week of June. A final decision on early entrance will be made by June 30th.

Note: Parents/guardians missing the May 1 deadline will be required to send children at the age appropriate time to kindergarten or Grade 1. If acceleration is requested, procedures for acceleration (Board Regulations on 602-R) will be followed. This will occur during the first six weeks of the school year.

EVALUATION PROCESS

The evaluation process consists of the parent information requested in the application and two stages of assessment conducted by Wayzata district staff.

In the first stage of assessment, children are interviewed by a Wayzata Public Schools teacher for academic and social emotional screening. If children meet the screening criteria in the first stage, they are recommended to move to the second stage of assessments.

In the second stage, children are administered an individual intelligence test by a Wayzata Public Schools psychologist. In addition, parents and previous teachers (if available) may also be asked to complete a social/emotional/behavior rating scale to supplement the social and emotional screening conducted by the Wayzata Public Schools teacher.

The parent information requested in the application and teacher observations are part of the information gathering phase of the evaluation process, as required by the state.

After all the information is collected, the Early Entrance Evaluation team will make the decision on early entrance.

The procedures to be followed are outlined below.

Parents must apply for Early Entrance on or before May 1, preceding the September of desired entrance. The application for Early Entrance and additional information procedures can be found on the Wayzata Public Schools website under Teaching and Learning—Early Entrance Option.

1. The parent(s)/guardians will contact the Early Entrance Program Coordinator on or before May 1 preceding the September of desired entrance.
2. The parent(s) will complete and return student questionnaire to the Early Entrance Program Coordinator.
3. If the child seems to meet the eligibility requirements, the child will be screened by a kindergarten teacher.
4. If the child meets the criteria established by the kindergarten teacher who conducts the screening, and the acceleration regulations (Code 602-R), the child will be referred to a school authorized licensed psychologist for an intellectual assessment. The cost of the assessment by the district authorized psychologist will be borne by the parent(s).
5. The psychologist will assess the child, confer with the parent(s), and make a written recommendation to the building principal and Early Entrance Program Coordinator.
6. Parents will be requested to provide records from preschool programs attended by the child.
7. A placement decision will be made by a team composed of a kindergarten teacher, an elementary principal, a School District psychologist, the Executive Director of Curriculum and Instruction, and the Early Entrance Program Coordinator.
8. The Early Entrance Program Coordinator will report the decision to the parent(s).

- ~~9. Parents/guardians missing the May 1 deadline will be required to send children at the age appropriate time to kindergarten or Grade 1. If acceleration is requested, procedures for acceleration (Board Regulations on 602-R) will be followed. This will occur during the first six weeks of the school year.~~

EFFECTIVE: October 14, 1985
MODIFIED: May 16, 1990
MODIFIED: December 3, 1992
MODIFIED: March 19, 1998
MODIFIED: March 15, 2004
MODIFIED: July 12, 2004
REVIEWED: December 12, 2005
DRAFT: October 6, 2015

510 STUDENT SEX NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex. Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act.

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex. It is the responsibility of every school district employee to comply with this policy.
- B. The School Board hereby designates the Executive Director of Human Resources as its Title IX Coordinator. Any student, parent, guardian having questions regarding the application of Title IX and its regulations and/or this policy should contact the Title IX Coordinator. If the Title IX Coordinator is unavailable, an inquiry or complaint should be referred to the superintendent of schools.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

ADOPTED: November 8, 2004

AMENDED: October 13, 2014

LAST REVIEWED: October 13, 2014

DRAFT: October 12, 2015

510-R STUDENT SEX NONDISCRIMINATION REGULATIONS

I. TITLE IX COORDINATOR

- A. The Executive Director of Human Resources is the Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- B. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the School district human rights officer.

II. REPORTING PROCEDURES

- A. The Executive Director of Human Resources is the School district human rights officer to receive reports, complaints or reports of unlawful sex discrimination toward a student.
- B. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator or other School district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by these regulations or may file a report. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the Superintendent.
- C. The building principal is the person responsible for receiving oral or written reports of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receive a report of unlawful sex discrimination toward a student shall inform the building principal immediately.

- D. Upon receipt of a report, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the School district human rights officer by the reporting party or complainant. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The School Board hereby designates the Executive Director of Human Resources as the School District Human Rights Officer to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- F. The school district shall conspicuously post the name of the Title IX coordinator and human rights officer, including office mailing addresses and telephone numbers.
- G. Submission of a good faith complaint or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.
- H. Use of formal reporting forms is not mandatory.
- I. The school district will respect the privacy of the complainant, 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 conform with any discovery or disclosure obligations.

III. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the School district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the School Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

IV. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and School district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

V. REPRISAL

- A. The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to any form of intimidation, reprisal or harassment.

VI. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

- A. These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law, or contacting the Office of Civil Rights for the United States Department of Education.

VII. COMMUNICATION OF POLICY AND EVALUATION

- A. This policy shall be made available, on website or up on request, to all students, parents/guardians of students, staff members, employee unions and organizations.
- B. The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

ADOPTED: November 8, 2004

AMENDED: December 10, 2012

AMENDED: October 13, 2014

LAST REVIEWED: October 13, 2014

DRAFT: October 6, 2015

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

WELLNESS

POLICY: 530

The purpose of ~~T~~his policy is to ensure a school environment that promotes and protects students' health, well being, and ability to learn by supporting healthy eating and physical activity.

The School Board recognizes that nutrition education and physical education are essential components of the educational process and that good health fosters student attendance and education.

The school environment should promote and protect students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

ADOPTED: March 13, 2006
AMENDED: October 13, 2008
AMENDED: February 14, 2011
DRAFT: October 6, 2015

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

WELLNESS

REGULATIONS: 530-R

The following regulations provide guidance for the implementation of School Board policy.

I. REGULATIONS

- A. The School District encourages the involvement of students, parents, teachers, food service staff, and other interested persons in implementing, monitoring, and reviewing School District nutrition and physical activity policies.
- B. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.
- C. All students in Early Childhood -12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- D. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.
- E. School food service staff, at the school and District level, will ensure compliance within the school's food service areas.

II. FOOD AND BEVERAGES

- A. Food service personnel will take every measure to ensure that student access to foods and beverages during meal times meet or exceed all federal, state and local laws and guidelines.
- B. Food service personnel shall adhere to all federal, state, and local food safety and security guidelines.
- C. The School District will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.

- D. Guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant federal regulations.
- E. The School District will provide students access to hand cleaning before they eat meals or snacks.
- F. The School District will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
- G. If tutoring, club, or organizational meeting or activities are scheduled during meal-time. students will have sufficient time to complete their meals.

III. SCHOOL FOOD SERVICE PROGRAM/PERSONNEL

- A. The School District will provide healthy and safe school meal programs that strictly comply with all federal, state, and local statutes and regulations.
- B. The School District shall designate an appropriate person to be responsible for the School District's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA Dietary Guidelines for Americans.
- C. As part of the School District's responsibility to operate a food service program, the School District will provide continuing professional development for all food service personnel in schools.
- D. The School District's food service program administrator will provide an annual report to the School Board.

IV. NUTRITION EDUCATION AND PROMOTION

- A. The School District will encourage and support healthy eating by students and engage in nutrition promotion that is:
 - 1. Offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health;

2. Part of health education classes classroom instruction and includes participatory activities, such as contests, promotions, taste testing and field trips where appropriate.
- B. The School District will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte lines, vending machines, fundraising events, concession stands, and student stores.
- C. During the student academic school day, schools will not use foods or beverages as rewards for academic performance or good behavior. This does not prevent schools from providing food for activities during the school day such as celebrations, birthdays, holidays. Schools will not withhold food or beverages (including food served through school meals) as punishment. If an individual student's Individualized Education Plan (IEP) outlines the use of food for behavior modification, a teacher may use food as a reward for that student. But, food shall be used as a last alternative as part of an IEP, and teachers should minimize classroom use and provide health food when available. Teachers are also encouraged to use physical activity as a reward for academic performance or good behavior, as appropriate.

V. PHYSICAL ACTIVITY

- A. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Health education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities.
- B. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate, and classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

VI. COMMUNICATIONS WITH PARENTS

- A. The School District recognizes parents and guardians have a primary and fundamental role in promoting and protecting their children's health and well-being.
- B. The School District will support parents' efforts to provide a healthy diet and daily physical activity for their children.

- C. The School District encourages parents to pack healthy lunches and snacks.
- D. The School District will provide information about physical education and other school-based physical activity opportunities.

VII. DISTRICT WELLNESS COMMITTEE

- A. The school district will ~~create~~ maintain a District wellness committee to assess the District health environment and the implementation of the wellness policy. The Wellness Committee shall include a variety of stakeholders and will meet at least annually.

EFFECTIVE: March 13, 2006
MODIFIED: May 8, 2006
MODIFIED: October 13, 2008
MODIFIED: February 14, 2011
DRAFT: September 16, 2015

919 COMMUNITY EDUCATION

I. PURPOSE

The purpose of this policy is to recognize the important of, and to authorize a Community Education program within the district.

II. GENERAL STATEMENT OF POLICY

- A. The School Board recognizes the importance of offering district residents a comprehensive Community Education Program which both identifies and responds to community needs. It has authorized such a program in the District because it believes that this is in keeping with its broad commitment to lifelong learning. While the education of youth remains the School Board's primary concern, Community Education is expected to fulfill a vital support role by enhancing educational opportunities for people of all ages.
- B. The School Board is cognizant of the key role of an advisory council in the successful functioning of a Community Education Program. It expects that such a council will operate within the applicable state laws and regulations, and School Board policies.

The advisory council should work closely with the administration to developing program offerings, as well as to prepare an annual budget for submission to the School Board. Such advice should reflect both an informed sense of community needs as well as an awareness of the resources available to meet them.

ADOPTED: November 11, 1985

AMENDED: August 16, 2004

AMENDED: September 10, 2007

AMENDED: October 12, 2015

LAST REVIEWED: October 12, 2015

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS

ITEM: Finance and Business Services

COMMENTS BY: Jim Westrum, Exec. Director of Finance and Business Services

Monthly Financial Reports

Enclosed for School Board review and information are the following financial reports as of August 2015:

- Student Activity Fund Report
- Investment Summary
- Analysis of Financial Reports
- Statement of Revenues
- Statement of Expenditures

No School Board action is required.



ANALYSIS OF FINANCIAL REPORTS

For the month ended August 31, 2015

Statement of Revenues:

This report reflects revenue received by the month end noted above. Items noted are as follows:

- In Fiscal 2014, levy dollars credited in the Transportation, Capital Expenditures, Community Education, Alt Fac, Const and Tech Fund, and the Debt Services Fund were recorded effective July 1st but occurred at a later date. Starting in Fiscal 2015, cash receipts were recorded as of the actual cash received date.
- General fund revenues had a small increase due to a couple factors. At the time the budget was approved Legislation was still in session, therefore the budget assumed a one percent increase on the formula but the actual increase was two percent. Also, the first payment received from the state in August was nearly \$1.3 million higher than in August 2015.
- Alternative Facilities, Construction and Tech fund currently has a deficit revenue amount due to recognizing a loss on an investment sold in July. This loss is netted against earnings in prior fiscal years and over the life of the investment has a positive net earnings.
- Interest earnings are reflected in the Building Construction Fund. The investments have been held since the May 2014 proceeds were received.

Statement of Expenses:

This report reflects actual expenditures paid and does not include outstanding encumbrance balances. Overall expenditures are in line with prior years with the exception of the following:

- General Fund - Capital Expenditures: in July 2013, the District purchased a portion of the Elm Creek Golf Course in anticipation of expansion needs at the High School. This capital expenditure was reimbursed upon the May 2014 receipt of the related bond proceeds.
- Community Service Fund had additional expenditures in Fiscal 2015 for moving outlays and various other items.
- Alt Fac, Const and Tech Fund decrease is due to the timing of projects which vary from year to year.
- Debt Service and OPEB Debt Service Funds reflect interest payments on debt that are due the first of August. The payment in August is for interest only and a principal and interest payments are due the first of February each year.
- A construction budget is not reflected for the Building Construction Fund due to projects spanning over multiple fiscal years. For Fiscal 2016 only, the District adopted a budget for salary and related benefit expenditures. Construction began in Fiscal 2015 and the schools are targeted to open Fall 2016.

Wayzata Public Schools
Student Activity Fund Summary
August 2015

PROGRAM/LOCATION : MISCELLANEOUS

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	018	000	000	000	899/XXX	AD BUILDING	3,785.34	0.00	301.21	3,484.13
TOTAL MISCELLANEOUS								3,785.34	-	301.21	3,484.13

PROGRAM/LOCATION : WAZATA HIGH SCHOOL

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	251	280	001	000	899/099	WAYZATA PLAYERS	18,518.15	1,811.91	3,159.85	17,170.21
21	E/R	251	280	003	000	899/099	YEARBOOK	13,742.41	(1,086.34)	282.50	12,373.57
21	E/R	251	280	005	000	899/099	CERAMICS	337.25	200.00	114.30	422.95
21	E/R	251	280	007	000	899/099	CHEERLEADERS	929.98	719.00	2,024.73	(375.75)
21	E/R	251	280	008	000	899/099	CHOIR	7,104.69	200.00	704.49	6,600.20
21	E/R	251	280	009	000	899/099	DANCE TEAM	18,315.64	5,883.00	6,677.80	17,520.84
21	E/R	251	280	016	000	899/099	ACTIVITY SUPPORT	74,580.83	1,835.26	300.00	76,116.09
21	E/R	251	280	017	000	899/099	DECA	7,254.53	0.00	377.10	6,877.43
21	E/R	251	280	019	000	899/099	FRENCH	147.51	0.00	0.00	147.51
21	E/R	251	280	020	000	899/099	GERMAN	9,786.11	0.00	(4,108.67)	13,894.78
21	E/R	251	280	021	000	899/099	LETTERMAN	66,299.92	0.00	11,606.34	54,693.58
21	E/R	251	280	022	000	899/099	FINE ARTS	3,782.89	0.00	0.00	3,782.89
21	E/R	251	280	024	000	899/099	BAND	69,390.96	12,497.86	42,083.02	39,805.80
21	E/R	251	280	026	000	899/099	NATIONAL HONOR	5,218.89	156.00	103.25	5,271.64
21	E/R	251	280	027	000	899/099	STUDENT SERVICES	4,029.07	0.00	82.58	3,946.49
21	E/R	251	280	028	000	899/099	ORCHESTRA	15,228.16	(209.64)	7,350.00	7,668.52
21	E/R	251	280	030	000	899/099	STUDENT COUNCIL	9,310.57	0.00	1,682.16	7,628.41
21	E/R	251	280	031	000	899/099	SPANISH	2,178.21	0.00	0.00	2,178.21
21	E/R	251	280	038	000	899/099	SCHOLARSHIPS	-	0.00	0.00	-
21	E/R	251	280	039	000	899/099	THEATRE ARTS	1,813.69	0.00	0.00	1,813.69
21	E/R	251	280	040	000	899/099	BUSINESS PROFESS(BPA)	9,301.43	301.75	865.52	8,737.66
21	E/R	251	280	042	000	899/099	SKILLS USA	1,032.66	0.00	143.91	888.75
21	E/R	251	280	043	000	899/099	ART CLUB	-	0.00	0.00	-
21	E/R	251	280	044	000	899/099	LINK	9,740.25	(77.10)	0.00	9,663.15
21	E/R	251	280	047	000	899/099	SUPER MILEAGE TEAM	1,713.23	316.63	0.00	2,029.86
21	E/R	251	280	048	000	899/099	Y.E.S.	3,347.06	0.00	0.00	3,347.06
21	E/R	251	280	049	000	899/099	CREATIVE WRITING	2,337.57	0.00	0.00	2,337.57
21	E/R	251	280	050	000	899/099	TROJAN LOCK ROOM (DECA - S	16,417.49	168.10	4,022.94	12,562.65
21	E/R	251	280	051	000	899/099	V21 - ACTIVITY SUPPORT	1,368.10	0.00	0.00	1,368.10
21	E/R	251	280	052	000	899/099	ROBOTICS TEAM	4,270.58	0.00	0.00	4,270.58
21	E/R	251	280	053	000	899/099	SHOW STOPPERS	18,020.92	(67.00)	10,892.23	7,061.69
21	E/R	251	280	055	000	899/099	CHINESE CLUB	1,170.13	0.00	0.00	1,170.13
21	E/R	251	280	056	000	899/099	LAKER'S BKST NOOK	10,867.37	0.00	943.16	9,924.21
21	E/R	251	280	057	000	899/099	WHS INTERNATIONAL FESTIVAL	1,485.81	0.00	0.00	1,485.81
21	E/R	251	280	058	000	899/099	FRESHMAN RETREAT	434.37	1,820.00	(200.00)	2,454.37
21	E/R	251	280	059	000	899/099	TRAP & SKEET	4,909.97	0.00	0.00	4,909.97
21	E/R	251	280	060	000	899/099	JR STATESMAN	741.05	0.00	0.00	741.05
21	E/R	251	280	061	000	899/099	QUIZ BOWL	5,987.70	(10.19)	3,659.57	2,317.94
TOTAL WAZATA HIGH SCHOOL								421,115.15	24,459.24	92,766.78	352,807.61

Wayzata Public Schools
Student Activity Fund Summary
August 2015

PROGRAM/LOCATION : WAZATA HIGH SCHOOL ATHLETICS

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	251	280	070	000	899/099	BASEBALL	5,135.28	0.00	(800.00)	5,935.28
21	E/R	251	280	071	000	899/099	BASKETBALL - BOYS	1,133.96	0.00	568.09	565.87
21	E/R	251	280	072	000	899/099	BASKETBALL - GIRLS	2,763.96	0.00	(2,520.00)	5,283.96
21	E/R	251	280	073	000	899/099	CROSS COUNTRY - BOYS	3,900.78	0.00	432.14	3,468.64
21	E/R	251	280	074	000	899/099	CROSS COUNTRY - GIRLS	-	0.00	432.14	(432.14)
21	E/R	251	280	075	000	899/099	FOOTBALL	46,717.51	0.00	564.40	46,153.11
21	E/R	251	280	076	000	899/099	GYMNASTICS	4,223.17	0.00	(840.00)	5,063.17
21	E/R	251	280	077	000	899/099	GOLF - BOYS	489.86	0.00	(450.31)	940.17
21	E/R	251	280	078	000	899/099	GOLF - GIRLS	2,499.50	0.00	975.27	1,524.23
21	E/R	251	280	079	000	899/099	HOCKEY - BOYS	14,157.98	3,750.00	3,754.60	14,153.38
21	E/R	251	280	080	000	899/099	HOCKEY - GIRLS	15,776.91	0.00	(40.00)	15,816.91
21	E/R	251	280	081	000	899/099	SKIING - ALPINE	7,954.95	0.00	0.00	7,954.95
21	E/R	251	280	082	000	899/099	SKIING - NORDIC	13,241.54	0.00	(1,040.00)	14,281.54
21	E/R	251	280	083	000	899/099	SOFTBALL	407.08	0.00	(1,260.00)	1,667.08
21	E/R	251	280	084	000	899/099	SWIMMING/DIVING - BOYS	3,959.67	0.00	0.00	3,959.67
21	E/R	251	280	085	000	899/099	SWIMMING/DIVING - GIRLS	10,604.36	0.00	50.00	10,554.36
21	E/R	251	280	086	000	899/099	SOCCER - BOYS	12,359.70	920.00	8,501.70	4,778.00
21	E/R	251	280	087	000	899/099	SOCCER - GIRLS	11,576.02	0.00	0.00	11,576.02
21	E/R	251	280	088	000	899/099	SYNCHRONIZED SWIMMING	8,217.88	0.00	0.00	8,217.88
21	E/R	251	280	089	000	899/099	TENNIS - BOYS	25,156.40	0.00	0.00	25,156.40
21	E/R	251	280	090	000	899/099	TENNIS - GIRLS	4,212.27	0.00	3,925.07	287.20
21	E/R	251	280	091	000	899/099	TRACK/FIELD - BOYS	1,431.46	0.00	(360.00)	1,791.46
21	E/R	251	280	092	000	899/099	TRACK/FIELD - GIRLS	1,097.76	0.00	(1,410.00)	2,507.76
21	E/R	251	280	093	000	899/099	VOLLEYBALL	7,570.27	980.00	1,742.55	6,807.72
21	E/R	251	280	094	000	899/099	WRESTLING	-	0.00	0.00	-
21	E/R	251	280	095	000	899/099	ADAPTIVE ATHLETICS	3,898.12	0.00	0.00	3,898.12
21	E/R	251	280	096	000	899/099	BOYS LACROSSE	8,476.68	0.00	(165.00)	8,641.68
21	E/R	251	280	097	000	899/099	GIRLS LACROSSE	3,815.78	700.00	240.00	4,275.78

TOTAL HIGH SCHOOL ATHLETICS

220,778.85 6,350.00 12,300.65 214,828.20

PROGRAM/LOCATION : CENTRAL MIDDLE SCHOOL

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	253	280	152	000	899/099	MUSICAL	9,188.94	0.00	1,146.75	8,042.19
21	E/R	253	280	156	000	899/099	STUDENT COUNCIL	2,600.88	0.00	0.00	2,600.88
21	E/R	253	280	157	000	899/099	BAND	586.61	0.00	0.00	586.61
21	E/R	253	280	161	000	899/099	YEARBOOKS	3,514.92	0.00	0.00	3,514.92
21	E/R	253	280	165	000	899/099	STUDENT SERVICES	7,719.63	499.40	(496.00)	8,715.03

TOTAL CENTRAL MIDDLE SCHOOL

23,610.98 499.40 650.75 23,459.63

PROGRAM/LOCATION : WEST MIDDLE SCHOOL

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	351	280	202	000	899/099	CHOIR - KEEP!	30.89	0.00	0.00	30.89
21	E/R	351	280	203	000	899/099	STUDENT SERVICES	5,704.22	175.35	0.00	5,879.57
21	E/R	351	280	209	000	899/099	STUDENT COUNCIL	447.63	0.00	0.00	447.63
21	E/R	351	280	212	000	899/099	YEARBOOK	6,643.84	375.00	0.00	7,018.84
21	E/R	351	280	213	000	899/099	THEATER	9,158.78	0.00	50.00	9,108.78
21	E/R	351	280	215	000	899/099	DAY ONE	214.16	20.00	0.00	234.16

TOTAL WEST MIDDLE SCHOOL

22,199.52 570.35 50.00 22,719.87

Wayzata Public Schools
Student Activity Fund Summary
August 2015

PROGRAM/LOCATION : EAST MIDDLE SCHOOL

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	352	280	100	000	899/099	STUDENT SERVICES	12,260.10	1,022.00	0.00	13,282.10
21	E/R	352	280	104	000	899/099	BAND	858.56	0.00	0.00	858.56
21	E/R	352	280	105	000	899/099	STUDENT COUNCIL	13,272.50	0.00	1,778.48	11,494.02
21	E/R	352	280	107	000	899/099	VARIETY FUND	11,024.86	0.00	0.00	11,024.86
TOTAL EAST MIDDLE SCHOOL								37,416.02	1,022.00	1,778.48	36,659.54

PROGRAM/LOCATION : BIRCHVIEW

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	404	280	251	000	899/099	STUDENT SERV - K	-	0.00	0.00	-
21	E/R	404	280	253	000	899/099	STUDENT SERV - GR 1	-	0.00	0.00	-
21	E/R	404	280	254	000	899/099	STUDENT SERV - GR 2	-	0.00	0.00	-
21	E/R	404	280	255	000	899/099	STUDENT SERV - GR 3	-	0.00	0.00	-
21	E/R	404	280	256	000	899/099	STUDENT SERV - GR 4	-	0.00	0.00	-
21	E/R	404	280	257	000	899/099	STUDENT SERV - GR 5	-	0.00	0.00	-
21	E/R	404	280	259	000	899/099	STUDENT COUNCIL	2,354.81	0.00	2,154.81	200.00
21	E/R	404	280	260	000	899/099	STUDENT SERV - GENERAL	688.43	0.00	0.00	688.43
21	E/R	404	280	261	000	899/099	MEDIA	1,322.93	0.00	0.00	1,322.93
TOTAL BIRCHVIEW								4,366.17	-	2,154.81	2,211.36

PROGRAM/LOCATION : GREENWOOD

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	406	280	307	000	899/099	KINDERGARTEN	389.33	0.00	17.97	371.36
21	E/R	406	280	311	000	899/099	MEDIA	95.38	0.00	0.00	95.38
21	E/R	406	280	312	000	899/099	STUDENT SERVICES	10,859.88	0.00	835.84	10,024.04
TOTAL GREENWOOD								11,344.59	-	853.81	10,490.78

PROGRAM/LOCATION : OAKWOOD

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	407	280	469	000	899/099	STUDENT COUNCIL	1,307.44	0.00	0.00	1,307.44
21	E/R	407	280	474	000	899/099	STUDENT SERV - GENERAL	8,173.74	0.00	0.00	8,173.74
21	E/R	407	280	476	000	899/099	CHESS CLUB	600.21	0.00	0.00	600.21
Total OAKWOOD								10,081.39	-	-	10,081.39

Wayzata Public Schools
Student Activity Fund Summary
August 2015

PROGRAM/LOCATION : SUNSET HILL

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	408	280	572	000	899/099	STUDENT SERVICES	51,122.05	0.00	45,762.36	5,359.69
21	E/R	408	280	573	000	899/099	ALL DISTRICT CHOIR	7.00	0.00	0.00	7.00
21	E/R	408	280	574	000	899/099	PENCIL MACHINE/STORE	1,969.89	0.00	0.00	1,969.89
TOTAL SUNSET HILL								53,098.94	-	45,762.36	7,336.58

PROGRAM/LOCATION : PLYMOUTH CREEK

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	410	280	533	000	899/099	STUDENT SERVICES	3,774.75	516.51	1,902.15	2,389.11
TOTAL PLYMOUTH CREEK								3,774.75	516.51	1,902.15	2,389.11

PROGRAM/LOCATION : GLEASON LAKE

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	411	280	352	000	899/099	STUDENT SERVICES	23,009.44	0.00	74.66	22,934.78
TOTAL GLEASON LAKE								23,009.44	-	74.66	22,934.78

PROGRAM/LOCATION : KIMBERLY LANE

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/15	FY'2015/16 Revenue	FY'2015/16 Expend	Balance as Of 08/31/15
21	E/R	412	280	401	000	899/099	STUDENT COUNCIL	721.38	0.00	0.00	721.38
21	E/R	412	280	403	000	899/099	KINDERGARTEN ACTIVITY	3,467.09	0.00	187.29	3,279.80
21	E/R	412	280	404	000	899/099	CARLSON	-	0.00	0.00	-
21	E/R	412	280	405	000	899/099	SPRAQUE	-	0.00	0.00	-
21	E/R	412	280	430	000	899/099	MEDIA	452.92	0.00	395.51	57.41
21	E/R	412	280	431	000	899/099	STUDENT SERVICES	42,490.62	50.00	0.00	42,540.62
TOTAL KIMBERLY LANE								47,132.01	50.00	582.80	46,599.21

GRAND TOTAL

881,713.15	33,467.50	159,178.46	756,002.19
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**WAYZATA PUBLIC SCHOOLS
INVESTMENT SUMMARY
AS OF August 31, 2015**

GENERAL FUND

<u>Investment Held At</u>	<u>Type of Investment</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Investment Cost</u>	<u>Maturity Amount</u>	<u>Interest Earned</u>	<u>Yield</u>
PMA/MN Trust	Money Market	N/A	NOW	N/A	\$23,300,888	N/A	0.05%
MSDLAF+	Money Market	N/A	NOW	N/A	\$1,237,705	N/A	0.03%
MSDMAX	Money Market	N/A	NOW	N/A	\$4,028,052	N/A	0.06%
Morgan Stanley	Money Market	N/A	NOW	N/A	\$3,057,827	N/A	0.04%
Total General Fund					\$31,624,472		

Note: Term Series investment held with PMA/MN Trust consists of investments in certificates of deposit, obligations of the U.S. Government, its agencies and instrumentalities, municipal obligations or any other instruments permitted under Minnesota law.

FUND 06 (ALT FACILITIES BONDS)

<u>Investment Held At</u>	<u>Type of Investment</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Investment Cost</u>	<u>Maturity Amount</u>	<u>Interest Earned</u>	<u>Yield</u>
MSDLAF+	Money Market	N/A	NOW	N/A	\$6,912,332	N/A	0.03%
MSDLAF Managed	FNMA Notes	5/22/14	8/26/16	\$5,513,255	\$5,577,885	\$64,630	0.52%
Total Alt. Facilities Bonds Fund				\$5,513,255	\$12,490,217	\$64,630	

FUND 82 (2014 BUILDING BONDS)

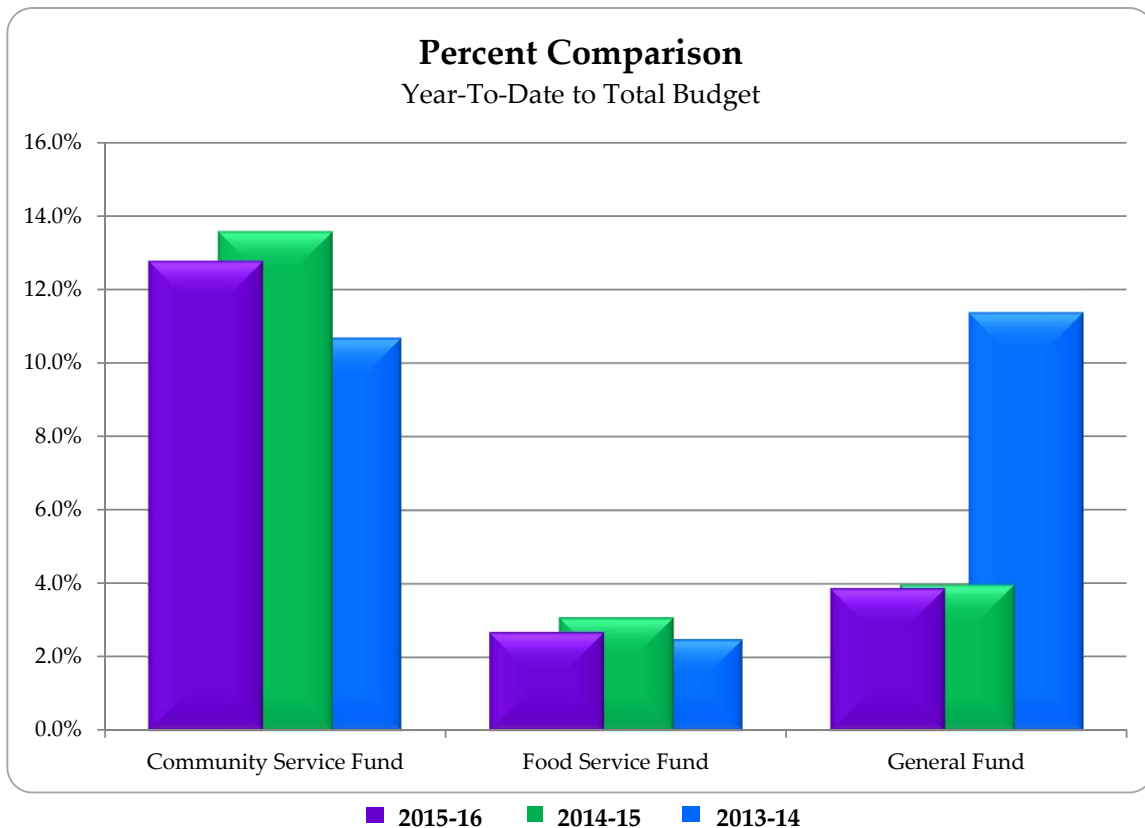
<u>Investment Held At</u>	<u>Type of Investment</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Investment Cost</u>	<u>Maturity Amount</u>	<u>Interest Earned</u>	<u>Yield</u>
MSDLAF+	Money Market	N/A	NOW	N/A	\$29,749,826	N/A	0.03%
MSDLAF Managed	US Treasury Notes	5/22/14	11/30/15	\$5,597,324	\$5,615,405	\$18,081	0.21%
MSDLAF Managed	US Treasury Notes	5/22/14	12/31/15	\$5,001,563	\$5,020,137	\$18,574	0.23%
MSDLAF Managed	US Treasury Notes	5/22/14	1/31/16	\$5,009,961	\$5,031,798	\$21,837	0.26%
MSDLAF Managed	US Treasury Notes	5/22/14	2/29/16	\$4,997,265	\$5,022,192	\$24,927	0.28%
MSDLAF Managed	US Treasury Notes	5/22/14	4/30/16	\$6,303,445	\$6,345,891	\$42,446	0.35%
MSDLAF Managed	FNMA Notes	5/22/14	10/26/15	\$9,691,330	\$9,720,777	\$29,447	0.21%
MSDLAF Managed	Fannie Mae Global Notes	5/22/14	3/30/16	\$5,014,550	\$5,046,438	\$31,888	0.34%
MSDLAF Managed	FHLMC Notes	5/22/14	5/27/16	\$3,282,363	\$3,308,795	\$26,432	0.40%
Total Building Bonds Fund				\$44,897,801	\$74,861,259	\$213,632	



STATEMENT OF EXPENDITURES

For the month ended August 31, 2015

Fund	Year- To-Date	Budget	YTD as % of Budget			
			2015-16	2014-15	2013-14	
General Fund						
Salaries	\$ 2,569,388	\$ 75,963,297	3.4%	3.4%	3.4%	
Benefits	546,806	23,335,415	2.3%	2.2%	2.5%	
Purchased Services	1,130,261	18,820,260	6.0%	6.6%	5.5%	
Supplies & Materials	527,807	2,960,513	17.8%	16.0%	16.2%	
Capital Expenditures	302,310	2,378,585	12.7%	10.3%	345.1%	
Other Expenses	107,508	7,819,239	1.4%	1.4%	0.8%	
Total General Fund	\$ 5,184,080	\$ 131,277,309	3.9%	4.0%	11.4%	
Food Service Fund	\$ 157,285	\$ 5,841,158	2.7%	3.1%	2.5%	
Community Service Fund	1,004,579	7,842,305	12.8%	13.6%	10.7%	
Alt Fac, Const and Tech Fund	3,452,598	24,391,890	14.2%	23.5%	22.3%	
Debt Service Fund	3,108,884	13,562,775	22.9%	6.6%	10.2%	
OPEB Debt Service Fund	26,565	1,593,555	1.7%	3.3%	5.5%	
Building Construction Fund	4,796,440	232,638	2061.8%	100.0%	-	
Total All Funds	\$ 17,730,431	\$ 184,741,630	9.6%	7.6%	12.0%	

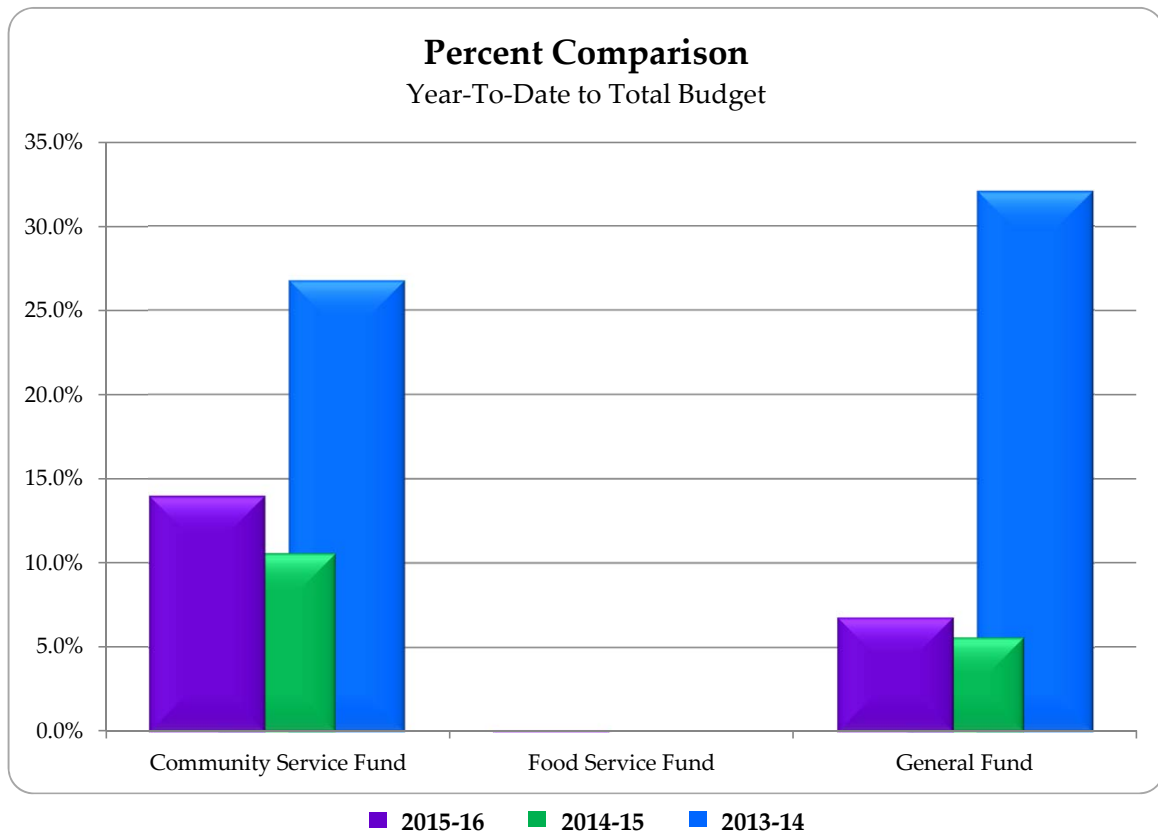




STATEMENT OF REVENUES

For the month ended August 31, 2015

Fund	Year-To-Date	Budget	YTD as % of Budget		
			2015-16	2014-15	2013-14
General Fund	\$ 8,871,986	\$ 127,693,561	6.9%	5.7%	32.5%
Transportation Fund	-	14,610	0.0%	0.0%	83.9%
Capital Expenditures Fund	-	471,122	0.0%	0.0%	100.0%
Federal Programs Fund	-	2,739,963	0.0%	0.0%	0.0%
Total	\$ 8,871,986	\$ 130,919,256	6.8%	5.6%	32.1%
Food Service Fund	\$ 5,797	\$ 5,586,476	0.1%	0.0%	0.0%
Community Service Fund	1,054,701	7,509,413	14.0%	10.6%	26.8%
Alt Fac, Const and Tech Fund	(73,337)	7,837,904	-0.9%	50.0%	0.4%
Debt Service Fund	84	14,048,590	0.0%	0.0%	50.0%
OPEB Debt Service Fund	-	1,680,827	0.0%	0.0%	50.0%
Building Construction Fund	7,040	-	-	-	-
Total All Funds	\$ 9,866,271	\$ 167,582,466	5.9%	5.1%	30.5%



WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: Finance and Business Services

COMMENTS BY: Jim Westrum, Exec. Director of Finance and Business Services

**RESOLUTION AWARDING THE SALE, DETERMINING THE
FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY,
AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF
GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS, SERIES 2015A**

At the District’s September 14, 2015 school board meeting, the school board approved a resolution providing for the sale of General Obligation School Building Refunding Bonds. The attached resolution will allow the District to work with its financial advisors, Ehlers and Associates, to take competitive bids for this issue and to complete the necessary steps to refinance this existing debt service.

It is anticipated that refunding the remaining principal payments on the existing bonds would save District taxpayers nearly \$93,000. This translates into a direct reduction in individual taxpayer’s property tax bills and does not provide additional revenue to the Wayzata School District.

RECOMMENDED ACTION: Approve the Resolution Awarding The Sale, Determining The Form And Details, Authorizing The Execution, Delivery, And Registration, And Providing For The Payment Of General Obligation School Building Refunding Bonds, Series 2015A.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions: _____

CERTIFICATION OF MINUTES RELATING
TO
GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS, SERIES 2015A

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 284
(WAYZATA PUBLIC SCHOOLS)
WAYZATA, MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting held on October 12, 2015, at 7:00 o'clock p.m., in the District.

MEMBERS PRESENT:

MEMBERS ABSENT:

DOCUMENTS ATTACHED: Extract of Minutes of said meeting.

**RESOLUTION AWARDING THE SALE, DETERMINING THE
FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY,
AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF
GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS, SERIES 2015A**

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

WITNESS MY HAND officially as such recording officer this ____ day of October, 2015.

School District Clerk

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 284
(WAYZATA PUBLIC SCHOOLS)
STATE OF MINNESOTA

HELD: OCTOBER 12, 2015

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 284, State of Minnesota, was duly held on October 12, 2015, at 7:00 o'clock p.m.

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION AWARDING THE SALE, DETERMINING THE
FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY,
AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF
GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS, SERIES 2015A**

BE IT RESOLVED by the School Board of Independent School District No. 284, State of Minnesota, as follows:

Section 1. Authorization and Sale.

1.01 Authorization. This Board hereby determines to sell and issue approximately \$1,845,000 principal amount of general obligation refunding bonds of Independent School District No. 284 (the "Issuer" or the "District"). The principal amount is subject to adjustment in accordance with the Terms of Proposal included in the Official Statement. Said Bonds shall hereinafter be referred to as the "Bonds" or the "Refunding Bonds". The Refunding Bonds, together with other available funds of the Issuer, shall provide funds for a current refunding of the Refunded Bonds and to prepay on February 1, 2016, the 2017 to 2020 maturities, aggregating \$1,835,000 in principal amount, of the Issuer's General Obligation School Building Refunding Bonds, Series 2005A, bearing a date of original issue of May 1, 2005 (the "Refunded Bonds"). The Refunded Bonds were originally issued to provide funds for the crossover refunding of the District's General Obligation School Building Bonds, Series 2000A, bearing a date of original issue of March 1, 2000.

1.02 Sale. The Board, having been advised by Ehlers & Associates, Inc., its independent municipal advisor, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended. On approximately October 14, 2015, a Board officer and the Executive Director of Finance and Business will receive and consider all proposals for the purchase of the Bonds presented in conformity with the Terms of Proposal contained in the Official Statement, the terms of which are ratified and confirmed in all respects. If the total net savings included in the most favorable proposal is at least \$_____, the present value benefit as a percentage of the present value of the refunded debt service is at least ___%, computed in accordance with Minnesota Statutes, Section 475.67, Subdivision 12, and a favorable recommendation to accept the proposal is received from Ehlers & Associates, Inc., a Board officer and the Executive Director of Finance and Business are authorized to accept said proposal on behalf of the District and to award the sale of the Bonds to the maker of the proposal (the "Purchaser") as though the price, interest rate and maturity schedule had been included herein. A Board officer and the Executive Director of Finance and Business shall cause EXHIBIT D to be attached hereto as though the levies thereon were specified herein on this date.

1.03 Execution of Documents; Return of Good Faith Deposits. A Board officer and the Executive Director of Finance and Business are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser. The Treasurer is directed to retain the good faith deposit of the Purchaser pending delivery of the Bonds and payment therefor, and the good faith deposits of the other proposal makers shall forthwith be returned to them.

1.04 Purpose; Compliance with Current Refunding Law; Debt Service Savings; Findings; Security.

(a) Compliance. The Refunding Bonds shall provide moneys for a current refunding of the Refunded Bonds. It is hereby determined and declared that the refunding of the Refunded Bonds complies with Minnesota Statutes, Section 475.67, and is consistent with the covenants made with the holders thereof. The Issuer has observed and complied with all of the obligations and covenants made by the School Board in connection with the issuance of the Refunded Bonds.

(b) Use of Proceeds of Refunded Bonds. All of the proceeds, including the investment earnings thereon, of the Refunded Bonds have heretofore been expended by the Issuer for the uses and purposes for which the District issued the Refunded Bonds.

(c) Redemption. The Refunded Bonds are called for redemption on February 1, 2016, the earliest date on which they may be called for redemption without payment of any premium.

(d) Security. Until retirement and prepayment of the Refunded Bonds, all provisions made for the security of the Refunded Bonds shall be observed by the Issuer.

(e) Supplemental Resolution. The resolutions of the School Board authorizing the issuance of the Refunded Bonds are hereby supplemented to the extent necessary to give effect to the provisions of this resolution.

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

1.06 Minnesota School District Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an

amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

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

Section 2. Bond Terms.

2.01 Designation; Registration; Denomination; Maturities. The aggregate principal amount of the Bonds sold on this date shall be designated General Obligation School Building Refunding Bonds, Series 2015A, shall be dated November 17, 2015, as the date of original issue, and shall be issued forthwith on or after such date using a global book-entry system. The Bonds shall be issued as fully registered bonds and shall be numbered R-1 upward, in the denomination of \$5,000 each or any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth in the accepted proposal, and shall bear interest from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been duly paid or provided for, from the date of original issue until paid or duly called for mandatory redemption, if herein provided, at the rates per annum set forth in the accepted proposal.

If so specified in the accepted proposal, the Bonds maturing in the years specified are term bonds subject to mandatory redemption in the year and principal amounts specified in the accepted proposal.

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

2.02 Interest Payments. Interest shall be payable semiannually on each February 1 and August 1 to maturity (each an "Interest Payment Date"), commencing August 1, 2016. Interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the MSRB. Interest will be payable in the manner set forth in the form of Global Certificate or Replacement Bond and Paragraph 4.06 of this resolution.

2.03 Use of Global Book-Entry System.

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

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

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

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

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

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

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

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

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

(iii) To a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) of this clause (e); or

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

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

2.04 Redemption. (a) Optional Redemption. The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

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

(2) Mandatory redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

(c) Mandatory Redemption of Global Certificates. Upon a partial redemption in the aggregate principal amount of a Global Certificate which results in the stated amount thereof being reduced, the Holder may in its discretion make a notation of such redemption on the panel provided on the Global Certificate stating the amount so redeemed, or may return the Global Certificate to the Bond Registrar in exchange for a new Global Certificate authenticated by the Bond Registrar, in proper principal amount. Such notation of

redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Global Certificate outstanding, unless the Bond Registrar has signed the appropriate column of the panel.

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

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

Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder. If and when the Issuer shall call any of the Bonds for redemption and payment prior to the stated maturity thereof, the Bond Registrar shall give written notice in the name of the Issuer of its intention to redeem and pay such Bonds at the office of the Bond Registrar. The Notice of Redemption shall be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date, to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. For the purpose of giving notice of the redemption of Global Certificates, the Holder of the Global Certificates shall be the Depository or its nominee. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used. All notices of redemption shall state:

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

Section 3. Form of Bonds.

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

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

3.02 Replacement Bonds. If the Issuer has notified Holders that Replacement Bonds have been made available as provided in Paragraph 2.03(e) of this resolution, then for every Bond thereafter transferred or exchanged (including an exchange to reflect the partial mandatory redemption of a Global Certificate not previously exchanged for Replacement Bonds), the Bond Registrar shall deliver a bond in the form of a Replacement Bond rather than a Global Certificate, but the Holder of a Global Certificate shall not otherwise be required to exchange the Global Certificate for one or more Replacement Bonds since the Issuer recognizes that some Holders may prefer the convenience of the Depository's registered ownership of the Bonds even though the entire issue is no longer required to be in global book-entry form. The Replacement Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereto, shall be in substantially the form set forth in EXHIBIT B hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph.

Section 4. Execution; Delivery; Registration.

4.01 Appointment of Registrar. Bond Trust Services Corporation in Roseville, Minnesota, is appointed to act as the bond registrar and transfer agent (the "Bond Registrar") and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract

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

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

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

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

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

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

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

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

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

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this resolution as the Bonds surrendered for such exchange or transfer, and shall carry

all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

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

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

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

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

4.06 Interest Payments; Record Dates. Interest on any Global Certificate shall be paid as provided in the first paragraph thereof and interest on any Replacement Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the Issuer maintained by the Bond Registrar and in each case at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the

Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

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

4.07 Persons Deemed Owners. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Paragraph 4.06 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

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

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

Section 5. Creation of Fund and Tax Levies.

5.01 Fund. There is hereby created within the Debt Redemption Fund of the Issuer a special fund to be designated "General Obligation School Building Refunding Bonds, Series 2015A Fund" (the "Fund") to be held and administered by the Treasurer separate and apart from all other funds of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Refunded Bonds and the Bonds herein authorized and the interest thereon have been fully paid. There shall be maintained in the Fund two separate accounts to be designated the "Refunding Account" and the "Debt Service Account", respectively.

(a) Refunding Account. The proceeds of the sale of the Bonds herein authorized, less any accrued interest received thereon and other proceeds directed for deposit into the Debt Service Account, plus other available District funds as may be required to adequately

fund the Refunding Account for the purposes set forth below, are hereby pledged and appropriated and shall be credited to the Refunding Account. The Refunding Account shall be used to pay the principal amount of each such Refunded Bond at maturity or on the date on which it has been called for redemption as herein provided, and the issuance expenses of the Bonds. The moneys in said Refunding Account shall be used solely for the purposes herein set forth and for no other purpose, except that after such payments have been made, any surplus in the Refunding Account shall be transferred to the Debt Service Account.

(b) Debt Service Account. There is hereby pledged and appropriated and there shall be credited to the Debt Service Account upon issuance of the Bonds (i) any uncollected taxes heretofore levied and pledged to the Debt Redemption Fund of the Issuer for the payment of the Refunded Bonds; (ii) any other unexpended moneys pledged to the Debt Redemption Fund of the Issuer for the payment of the Refunded Bonds pursuant to the Resolutions authorizing the issuance of the Refunded Bonds (unless used to fund the Refunding Account; (iii) all taxes herein levied; (iv) all accrued interest received upon delivery of the Bonds (unless used to fund the Refunding Account; (v) any premium or unused discount to the extent not otherwise deposited into the Refunding Account and used for payment of the Refunded Bonds; (vi) all investment earnings on funds held in the Debt Service Account and (vii) any and all other moneys which are properly available and which are appropriated by the Issuer to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest on the Bonds and any of the bonds heretofore or hereafter authorized and made payable from said account as provided by law. If any payment of principal or interest on the Bonds shall become due when there is not sufficient money in the Debt Service Account or the Debt Redemption Fund generally to make such payment, the Treasurer shall pay the same from the General Fund of the Issuer and the General Fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of such Bonds.

5.02 Cancellation of Levies. Until prepayment of the Refunded Bonds, all provisions theretofore made for the security thereof shall be observed by the Issuer and all of its officers and agents. However, the School Board hereby finds, determines and certifies to the County Auditor of each county in which the Issuer is located, in whole or in part, that the proceeds of the sale of the Refunding Bonds to be used to refund said Refunded Bonds, together with other funds available and appropriated to the Refunding Account for said purpose, will be sufficient, together with the earnings on the investment of such funds in said Refunding Account, to pay when due or called for prepayment as herein provided all of the principal of and premium, if any, on the Refunded Bonds. Accordingly, upon Bond Closing the County Auditors of each county in which the Issuer is located in whole or in part are hereby authorized and directed to the extent and in the manner permitted by law to cancel forthwith or if necessary from year to year the taxes levied in the years 2015 payable 2016 through 2018 payable 2019 pursuant to the Resolution authorizing the issuance of the Refunded Bonds and not needed as a result of the establishment of the aforesaid Refunding Account.

5.03 Pledge of Full Faith and Credit; Tax Levies. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Section 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls for collection, as a part of other general taxes of the Issuer, in the years and amounts as specified on the levy computation sheet to be attached hereto as EXHIBIT D after acceptance of the Proposal from the Purchaser and which is incorporated herein by reference as though fully specified in this paragraph.

The tax levies provided in this paragraph are such that if collected in full they, together with estimated collections of other revenues herein pledged for the payment of the Bonds (other than cash on hand), will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, except for interest payable hereunder from cash on hand on the date of Bond closing and pledged for such purpose.

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

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

5.05 Redemption of Refunded Bonds. The Refunded Bonds which mature in 2017 and thereafter shall be redeemed and prepaid on February 1, 2016, in accordance with the terms and conditions of the Notice of Call for Redemption attached hereto as EXHIBIT E, which terms and conditions are hereby approved and incorporated herein by reference.

The Notice of Call for Redemption shall be mailed to the Paying Agent for and the registered owners of the Refunded Bonds not less than thirty (30) days before the redemption date. The form of the Notice of Call may contain such additional information or different provisions concerning the redemption as may be requested by the Paying Agent for the Refunded Bonds.

Section 6. Exemption from Rebate Requirements.

6.01 Arbitrage Rebate Exemption. It is hereby found and determined that all gross proceeds of the Bonds (other than gross proceeds held in a bona fide debt service fund) will be expended for the governmental purpose for which the Bonds are issued within six (6) months of the date of issuance of the Bonds. Therefore, the Issuer shall not be required to comply with the arbitrage rebate requirements of Section 148(f) of the Code with respect to the Bonds.

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

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

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

7.03 Designation as Qualified Tax-Exempt Obligations. The Board finds that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Issuer during calendar year 2015 will not exceed \$10,000,000. Thus, the Bonds of this issue are designated as "Qualified Tax-Exempt Obligations" for the purposes of Section 265 of the Code relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

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

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

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

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

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

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

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

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

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

(FORM OF GLOBAL CERTIFICATE)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
HENNEPIN COUNTY
INDEPENDENT SCHOOL DISTRICT NO. 284
(WAYZATA PUBLIC SCHOOLS)

R- \$ _____

GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BOND, SERIES 2015A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
--------------------------	--------------------------	-----------------------------------	--------------

NOVEMBER 17, 2015

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

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 284, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in Wayzata, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above or on the Certificate of Registration attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is subject to mandatory redemption as stated below, on a date prior thereto on which it shall have been duly called for mandatory redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2016, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer; provided, however, that upon a mandatory redemption of this Bond which

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

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

Optional Redemption. The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

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

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

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

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

Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

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

Replacement or Notation of Bonds After Partial Redemption. Upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion make a notation on the panel provided herein of such redemption, stating the amount so redeemed. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Otherwise, the Holder may surrender this Bond to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of this Bond, without service charge, a new Bond of the same Issue having the same stated maturity and interest rate and of the authorized denomination in aggregate principal amount

equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to provide funds to currently refund and prepay the 2017 to 2020 maturities of the Issuer's General Obligation School Building Refunding Bonds, Series 2005A, bearing a date of original issue of May 1, 2005 (the "Refunded Bonds"). All are issued pursuant to resolutions duly adopted by the School Board and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling. The Refunded Bonds were originally issued to provide funds for the crossover refunding of the District's General Obligation School Building Bonds, Series 2000A, bearing a date of original issue of March 1, 2000.

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

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

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

Replacement Bonds. Replacement Bonds may be issued by the Issuer in the event that (a) The Depository Trust Company ("DTC") of New York, New York (the "Depository") shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described in the Resolution might adversely affect the interests of the

beneficial owners of the Bonds, or (2) it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds. The Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders.

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

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

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

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

Qualified Tax-Exempt Obligations. The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

IT IS HEREBY CERTIFIED, 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 happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 284 (Wayzata Public Schools), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

November 17, 2015

Registrable by:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

Payable at:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

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

INDEPENDENT SCHOOL DISTRICT NO. 284
(WAYZATA PUBLIC SCHOOLS)
WAYZATA, MINNESOTA

BOND TRUST SERVICES CORPORATION
Bond Registrar

/s/ (Facsimile) _____
Chair

By _____
Authorized Signature

/s/ (Facsimile) _____
Clerk

CERTIFICATE OF REGISTRATION

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

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
<u>November 17, 2015</u>	Cede & Co. P.O. Box 222 Bowling Green Station <u>New York, NY 10274</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REGISTER OF PARTIAL PAYMENTS

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

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

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

ABBREVIATIONS

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

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

Under Uniform Transfers to Minors Act

(State)

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

ASSIGNMENT

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

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

Dated _____

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

Signature Guaranteed:

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

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

Name and Address:

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

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

EXHIBIT B

(FORM OF REPLACEMENT BOND)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
HENNEPIN COUNTY
INDEPENDENT SCHOOL DISTRICT NO. 284
(WAYZATA PUBLIC SCHOOLS)

R- _____ \$ _____

GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BOND, SERIES 2015A

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>DATE OF</u> <u>ORIGINAL ISSUE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	---	--------------

NOVEMBER 17, 2015

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 284, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in Wayzata, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is subject to mandatory redemption as stated below, on a date prior thereto on which it shall have been duly called for mandatory redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2016, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond

Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

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

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

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 happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 284 (Wayzata Public Schools), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and the Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

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

Registrable by:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

Payable at:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 284
(WAYZATA PUBLIC SCHOOLS)
WAYZATA, MINNESOTA

BOND TRUST SERVICES CORPORATION
Bond Registrar

/s/ (Facsimile)

Chair

By _____
Authorized Signature

/s/ (Facsimile)

Clerk

ON REVERSE OF BOND

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

Optional Redemption. The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

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

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

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

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

Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to provide funds to currently refund and prepay the 2017 to 2020 maturities of the Issuer's General Obligation School Building Refunding Bonds, Series 2005A, bearing a date of original issue of May 1, 2005 (the "Refunded Bonds"). All are issued pursuant to resolutions duly adopted by the School Board and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling. The Refunded Bonds were originally issued to provide funds for the crossover refunding of the District's General Obligation School Building Bonds, Series 2000A, bearing a date of original issue of March 1, 2000.

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

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

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

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

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

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

Qualified Tax-Exempt Obligations. The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

ABBREVIATIONS

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

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)
		Under Uniform Transfers to Minors Act
		_____ (State)

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

ASSIGNMENT

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

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

Dated _____

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

Signature Guaranteed:

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

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

Name and Address:

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

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

--

EXHIBIT C

The Depository Trust Company

BLANKET ISSUER LETTER OF REPRESENTATIONS

C-1

EXHIBIT D
LEVY COMPUTATION SHEET

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
2015	2016	\$
2016	2017	
2017	2018	
2018	2019	

(To be attached after acceptance of the Proposal of the Purchaser)

EXHIBIT E

NOTICE OF CALL FOR REDEMPTION
\$1,835,000
GENERAL OBLIGATION SCHOOL BUILDING REFUNDING BONDS, SERIES 2005A
DATED: MAY 1, 2005

INDEPENDENT SCHOOL DISTRICT NO. 284
(WAYZATA PUBLIC SCHOOLS)
HENNEPIN COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 284 (Wayzata Public Schools), Hennepin County, Minnesota, there have been called for redemption and prepayment on February 1, 2016 those outstanding bonds of the School District designated as General Obligation School Building Refunding Bonds, Series 2005A, dated May 1, 2005 as the date of original issue, totaling \$1,835,000 in principal amount, and having the following stated maturity dates and CUSIP numbers:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>CUSIP Number*</u>
February 1, 2017	\$310,000	946813 SD5
February 1, 2018	\$305,000	946813 SE3
February 1, 2019	\$295,000	946813 SF0
February 1, 2020	\$925,000	946813 SG8

The Bonds are being called at a price of par plus accrued interest to February 1, 2016, on which date all interest on said bonds will cease to accrue.

Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment to U.S. Bank National Association, on or before February 1, 2016 by submitting said bonds along with a completed W-9 form to the following addresses:

BY MAIL:

U.S. Bank National Association
Corporate Trust Services
P.O. Box 64111
St. Paul, Minnesota 55164-0111

**IN PERSON, COURIER SERVICE OR
OVERNIGHT MAIL:**

U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
1st Floor - Bond Drop Window
St. Paul, Minnesota 55107

If the Holder requests payment of principal and/or interest via wire transfer, please be advised there is a wire transfer fee which will be deducted from the payment.

Dated: October 12, 2015

BY ORDER OF THE SCHOOL BOARD

/s/

School District Clerk
Independent School District No. 284
(Wayzata Public Schools)
Wayzata, Minnesota

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

*The paying agent shall not be responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as indicated in the Notice of Call for Redemption. It is included solely for the convenience of the holders.

Additional information may be obtained from: Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1122, (651) 697-8500.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: Finance and Business Services

COMMENTS BY: Jim Westrum, Exec. Director of Finance and Business Services

Lease Purchase Agreement – Field Construction and Lighting

The Wayzata Public Schools desires to enter into a Lease Purchase Agreement in the amount of \$3,987,000 for the purpose of constructing a sand peat softball field and artificial turf and lights for three new athletic fields.

The Lease is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(c) of the Internal Revenue Code of 1986, as amended, relating to deductibility of interest by financial institutions. The term will be ten (10) years of equal semi-annual principal and interest payments, beginning on August 1, 2016 and ending on February 1, 2026. The District will receive a separate annual tax levy to finance approximately 80% of the principal and interest payments (the portion of the financing attributable to the artificial turf). The remainder of the payments will be paid from other sources, including community partnerships with athletic associations and fees collected for use of the fields by other organizations.

RECOMMENDED ACTION: Approve the Resolution Awarding and Authorizing the Execution Of A Lease Agreement, A Ground Lease Agreement And Related Documents and Certificates For Field Construction and Lighting.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions: _____

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 284
(WAYZATA PUBLIC SCHOOLS)
WAYZATA, MINNESOTA

HELD: OCTOBER 12, 2015

Pursuant to due call and notice thereof, a _____ meeting of the School Board of Independent School District No. 284 was held on the 12th day of October, 2015, at ____ o'clock p.m.

The following Board members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
LEASE AGREEMENT, A GROUND LEASE AGREEMENT AND
RELATED DOCUMENTS AND CERTIFICATES**

BE IT RESOLVED by the School Board of the Independent School District No. 284 (Wayzata Public Schools), State of Minnesota, as follows:

1. The District has received a proposal from _____ to provide tax-exempt lease-purchase financing to finance the acquisition, construction, installation and equipping of three new artificial turf athletic fields and a new sand-peat softball field in Wayzata, Minnesota, and related lighting improvements, with necessary equipment, appurtenances and site improvements thereto. That proposal is hereby accepted. Bond counsel is directed to prepare a final Lease Agreement and Ground Lease Agreement (the "Agreements"), and other necessary certificates and documents that reflect the transaction, including an Escrow Agreement if necessary.

2. The District's Executive Director of Finance and Business Services is hereby authorized to execute the Agreements and any related documents thereto on behalf of the District, and to execute such other certificates, documents and agreements as may be necessary and appropriate to effectuate the transactions contemplated by the Agreements and said related documents. The Agreements and the related documents may contain such necessary and appropriate variations, omissions and insertions as the Executive Director of Finance and Business Services shall determine to be necessary, and the execution thereof shall be conclusive evidence of such determination and its approval by the Board.

3. The District reasonably anticipates that it will not issue tax-exempt obligations (not including "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended) in an aggregate amount in excess of \$10 million during the calendar year in which the Lease commences. Thus, the Lease is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(c) of the Internal Revenue Code of 1986, as amended, relating to deductibility of interest by financial institutions.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon roll call vote the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

I, the undersigned, being the fully qualified and acting Clerk of Independent School District No. 284 (Wayzata Public Schools), State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of the District held on the 12th day of October, 2015, with the original thereof on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the adoption of a resolution approving and authorizing the execution of a Lease Agreement, Ground Lease Agreement and related documents and certificates.

WITNESS MY HAND officially as such Clerk this ____ day of October, 2015.

Clerk

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: 6 SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS

ITEM: D.1. Policies

COMMENTS BY: Annie Doughty, Executive Director of Human Resource Services

The following policies have been reviewed by the district's Policy Committee, along with appropriate district staff, according to the district's policy review cycle.

Policy #403: Harassment and Violence

Minnesota State Statute 121A.03 requires school districts annually review their harassment and violence policy which must conform with the Minnesota Human Rights Act, Minnesota Statute - Chapter 363A. This recommended policy complies with the statutory requirements and includes classifications protected by the Minnesota Human Rights Act and/or federal law.

MSBA's sample policy has been reviewed and there are no recommended changes to our policy and only non-substantive changes to our regulations.

Policy #415: Mandated Reporting of Child Neglect or Physical or Sexual Abuse

This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature. This policy is mandatory and must be reviewed annually.

Each year changes are made to the mandates by the legislature. MSBA incorporates the changes to their model policy.

The changes to the policy and regulations reflect MSBA's recommended language and are non-substantive in nature.

RECOMMENDED ACTION: Approve the proposed School Board Policies 6403 and 415 for first reading.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

403 HARASSMENT AND VIOLENCE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. It shall be a violation of this policy for any student, teacher, administrator or other school district personnel of the district to harass a student, teacher, administrator or other school district personnel or groups of students, teachers, administrators or other school district personnel through conduct or communication; or to inflict, threaten to inflict, or attempt to inflict violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- B. For purposes of this policy, "school district personnel" includes School Board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.
- C. The district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's (or group's) race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability; and to discipline or take appropriate action against any student, teacher, administrator or other school district personnel who is found to have violated this policy.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)

29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

ADOPTED: March 10, 1986

AMENDED: September 16, 1991

AMENDED: September 13, 1993

AMENDED: July 11, 1994

AMENDED: December 11, 1995

AMENDED: May 14, 2001

AMENDED: July 12, 2004

AMENDED: September 10, 2007

AMENDED: August 11, 2014

LAST REVIEWED: August 11, 2014

403-R HARASSMENT AND VIOLENCE REGULATIONS

I. DEFINITIONS

- A. “Assault” is;
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
 - 2. the intentional infliction of or attempt to bodily harm upon another;
 - 3. or the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct;
 - 1. has the purpose or effect of creating an intimidating hostile, or offensive working or academic environment;
 - 2. has the purpose or effect of substantially or unreasonably interferes with an individual’s work or academic performance; or
 - 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
 - 1. “Disability” means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment;
 - c. is regarded as having such an impairment;
 - 2. “Familial status” means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
 7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. “Sexual harassment” consists of unwelcome sexual advances, requests or sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, or an education; or submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
 2. Sexual harassment may include but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;

- c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of student(s) by teachers, administrators or other school district personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- e. unwelcome behavior or words directed at an individual because of gender.

G. Sexual Violence; Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. 609.341, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
 - i. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - ii. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - iii. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - iv. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Racial Harassment; Definition

- 1. Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:
 - a. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment
 - b. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 - c. otherwise adversely affects an individual's employment or academic opportunities

I. Religious Harassment; Definition

2. Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:
 - a. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment
 - b. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 - c. otherwise adversely affects an individual's employment or academic opportunities

J. Violence; Definition

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

II. REPORTING PROCEDURES

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

complainant. The report taker will take appropriate action to investigate student-to-student complaints and resolve the matter in a timely fashion. 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.

2. If the complaint involves an adult, the principal must notify the district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practical by the principal to the Human Rights Officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the Human Rights Officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the building report taker. If the complaint involves the building principal, the complaint shall be made or filed directly with the Executive Director of Human Resource Services by the reporting party or complainant.
3. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

C. In the district:

1. The School Board hereby designates the Executive Director of Human Resource Services as the District Human Rights Officer to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves the Human Rights Officer or if the complainant would be more comfortable, the complaint shall be filed directly with the Superintendent.
2. The school district shall conspicuously post the name of the Human Rights Officer, including mailing address and telephone number.
3. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
4. Use of formal reporting forms is not mandatory.

5. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
 6. 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.
- D. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
 - E. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
 - F. False accusations or reports of violence or harassment against another person are prohibited.
 - G. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.
 - H. Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.
 - I. Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.
 - J. Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

III. INVESTIGATION

- A. By authority of the district, the Human Rights Officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall, within three (3) days of, undertake or authorize an investigation. The investigation may be conducted by District officials or by a third party designated by the District.

- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the district may take immediate steps, at its discretion, to protect the target or victim, the complainant, students, teachers, administrators or other school district personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practical. The District Human Rights Officer shall make a written report to the Superintendent upon completion of the investigation. If the complaint involves the Superintendent, the report may be filed directly with the School Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

IV. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

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

V. RETALIATION OR REPRISAL

The district will discipline or take appropriate action against any student, teacher, administrator or other school district personnel who commits an act of reprisal or who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence or any person who testifies, assists or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VI. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

VII. HARASSMENT OR VIOLENCE AS ABUSE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each district employee and independent contractor, who regularly interacts with students, at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.

- D. The district will develop a method of discussing this policy with students and employees.
- E. This policy shall be reviewed at least annually for compliance with state and federal law.

ADOPTED: March 10, 1986

AMENDED: September 16, 1991

AMENDED: March 13, 1992

AMENDED: July 22, 1992

AMENDED: November 23, 1992

AMENDED: September 13, 1993

AMENDED: April 30, 2001

AMENDED: July 12, 2004

AMENDED: October 9, 2006

AMENDED: September 10, 2007

AMENDED: August 11, 2014

LAST REVIEWED: August 11, 2014

403 HARASSMENT AND VIOLENCE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. It shall be a violation of this policy for any student, teacher, administrator or other school district personnel of the district to harass a student, teacher, administrator or other school district personnel or groups of students, teachers, administrators or other school district personnel through conduct or communication; or to inflict, threaten to inflict, or attempt to inflict violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- B. For purposes of this policy, "school district personnel" includes School Board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.
- C. The district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's (or group's) race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability; and to discipline or take appropriate action against any student, teacher, administrator or other school district personnel who is found to have violated this policy.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)

29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

ADOPTED: March 10, 1986

AMENDED: September 16, 1991

AMENDED: September 13, 1993

AMENDED: July 11, 1994

AMENDED: December 11, 1995

AMENDED: May 14, 2001

AMENDED: July 12, 2004

AMENDED: September 10, 2007

AMENDED: August 11, 2014

LAST REVIEWED: October 12, 2015

403-R HARASSMENT AND VIOLENCE REGULATIONS

I. DEFINITIONS

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

3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
 7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. “Sexual harassment” consists of unwelcome sexual advances, requests or sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, or an education; or submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
 2. Sexual harassment may include but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;

- c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of student(s) by teachers, administrators or other school district personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- e. unwelcome behavior or words directed at an individual because of gender.

G. Sexual Violence; Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. 609.341, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
 - i. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - ii. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - iii. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - iv. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Racial Harassment; Definition

- 1. Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:
 - a. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment
 - b. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 - c. otherwise adversely affects an individual's employment or academic opportunities

I. Religious Harassment; Definition

2. Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:
 - a. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment
 - b. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 - c. otherwise adversely affects an individual's employment or academic opportunities

J. Violence; Definition

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

II. REPORTING PROCEDURES

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

involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The report taker will take appropriate action to investigate student-to-student complaints and resolve the matter in a timely fashion. 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.

2. If the complaint involves an adult, the principal must notify the district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practical by the principal to the Human Rights Officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the Human Rights Officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the building report taker. If the complaint involves the building principal, the complaint shall be made or filed directly with the Executive Director of Human Resource Services by the reporting party or complainant.
3. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

C. In the district:

1. The School Board hereby designates the Executive Director of Human Resource Services as the District Human Rights Officer to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves the Human Rights Officer or if the complainant would be more comfortable, the complaint shall be filed directly with the Superintendent.
2. The school district shall conspicuously post the name of the Human Rights Officer, including mailing address and telephone number.
3. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

4. Use of formal reporting forms is not mandatory.
 5. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
 6. 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.
- D. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- E. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- F. False accusations or reports of violence or harassment against another person are prohibited.
- G. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.
- H. Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.
- I. Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.
- J. Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

III. INVESTIGATION

- A. By authority of the district, the Human Rights Officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall, within three (3) days of,

undertake or authorize an investigation. The investigation may be conducted by District officials or by a third party designated by the District.

- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the district may take immediate steps, at its discretion, to protect the target or victim, the complainant, students, teachers, administrators or other school district personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practical. The District Human Rights Officer shall make a written report to the Superintendent upon completion of the investigation. If the complaint involves the Superintendent, the report may be filed directly with the School Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

IV. SCHOOL DISTRICT ACTION

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence

who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

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

V. RETALIATION OR REPRISAL

The district will discipline or take appropriate action against any student, teacher, administrator or other school district personnel who commits an act of reprisal or who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence or any person who testifies, assists or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VI. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

VII. HARASSMENT OR VIOLENCE AS ABUSE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.

- B. This policy shall be given to each district employee and independent contractor, who regularly interacts with students, at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The district will develop a method of discussing this policy with students and employees.
- E. This policy shall be reviewed at least annually for compliance with state and federal law.

ADOPTED: March 10, 1986

AMENDED: September 16, 1991

AMENDED: March 13, 1992

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AMENDED: November 23, 1992

AMENDED: September 13, 1993

AMENDED: April 30, 2001

AMENDED: July 12, 2004

AMENDED: October 9, 2006

AMENDED: September 10, 2007

AMENDED: August 11, 2014

AMENDED: October 12, 2015

LAST REVIEWED: October 12, 2015

**415 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE
POLICY**

I. PURPOSE

The purpose of this policy is to outline the requirement for school personnel to report suspected child neglect or physical or sexual abuse, as required by Minnesota State statutes.

II. GENERAL STATEMENT OF POLICY

- A. It is a violation of this policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused, within the preceding three years.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.67 (Aversive and Deprivation Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd.4, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. § Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. § 609.02, Subd.6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 et seq. (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

ADOPTED: November 20, 2003

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

AMENDED: July 12, 2004

AMENDED: November 13, 2006

AMENDED: September 10, 2007

AMENDED: August 11, 2014

AMENDED: October 12, 2015

LAST REVIEWED: October 12, 2015

415-R MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE REGULATIONS

I. DEFINITIONS

- A. “Accidental” means a sudden, not reasonable foreseeable and unexpected occurrence or event which:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services is in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and includes an individual under age 21 who is in foster care, pursuant to Minn. Stat § Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Mandated Reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
 - 1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child’s physical or mental health when reasonably able to do so and including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
 - 2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
 - 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;

4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
 5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, or medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
 6. medical neglect as defined by Minn. Stat. § 260C.007, subd. 4, clause (5);
 7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child's basic needs and safety; or
 8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.
- F. Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.
- G. "Non-maltreatment mistake" means (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar non-maltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident, occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- H. "Physical Abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 121A.67 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any non-accidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- I. "School Personnel" means professional employee or professional's delegate of the District who provides health, educational, social, psychological, law enforcement or child care services.
- J. "Sexual Abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. "Mental Injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture
- L. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the

family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

II. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred and may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.

- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

III. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

- D. Where the alleged perpetrator is believed to be a school official or employee, the District shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the District shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The District shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

IV. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A, shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

V. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

- A. Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VI. DISSEMINATION OF POLICY

- A. The district will develop a method of disseminating this regulation with school personnel.

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

ADOPTED: September 28, 1987

AMENDED: May 14, 1990

AMENDED: September 28, 1992

AMENDED: November 13, 2001

AMENDED: July 12, 2004

AMENDED: November 13, 2006

AMENDED: September 10, 2007

AMENDED: October 10, 2011

AMENDED: August 11, 2014

AMENDED: October 12, 2015

LAST REVIEWED: October 12, 2015

415 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE POLICY

I. PURPOSE

The purpose of this policy is to outline the requirement for school personnel to report suspected child neglect or physical or sexual abuse, as required by Minnesota State statutes.

II. GENERAL STATEMENT OF POLICY

- A. It is a violation of this policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused, within the preceding three years.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.67 (Aversive and Deprivation Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd.4, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. § Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. § 609.02, Subd.6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 et seq. (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

ADOPTED: November 20, 2003

AMENDED: July 12, 2004

AMENDED: November 13, 2006

AMENDED: September 10, 2007

AMENDED: August 11, 2014

AMENDED: October 12, 2015

LAST REVIEWED: October 12, 2015

415-R MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE REGULATIONS

I. DEFINITIONS

- A. “Accidental” means a sudden, not reasonable foreseeable and unexpected occurrence or event which:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services is in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and includes an individual under age 21 who is in foster care, pursuant to Minn. Stat § Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Mandated Reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
 - 1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child’s physical or mental health when reasonably able to do so and including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
 - 2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
 - 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;

4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
 5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, or medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
 6. medical neglect as defined by Minn. Stat. § 260C.007, subd. 4, clause (5);
 7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child's basic needs and safety; or
 8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.
- F. Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.
- G. "Non-maltreatment mistake" means (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar non-maltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident, occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- H. "Physical Abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 121A.67 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any non-accidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- I. "School Personnel" means professional employee or professional's delegate of the District who provides health, educational, social, psychological, law enforcement or child care services.
- J. "Sexual Abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. "Mental Injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture
- L. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the

family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

II. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred and may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.

- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

III. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

- D. Where the alleged perpetrator is believed to be a school official or employee, the District shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the District shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The District shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

IV. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A, shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

V. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

- A. Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VI. DISSEMINATION OF POLICY

- A. The district will develop a method of disseminating this regulation with school personnel.

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

ADOPTED: September 28, 1987

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WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 12, 2015

AGENDA SECTION: D. Approval of Agenda and Consent Agenda Items

ITEM: 2. Assurance of Compliance with State and Federal Laws Prohibiting Discrimination

COMMENTS BY: Ms. Annie Doughty

The School District is required to file an annual Assurance of Compliance with State and Federal Laws Prohibiting Discrimination. At the current time, School District programs and practices are in concert with these laws as specified in the document. The Statement of Assurance forms are available in the Human Resource Department for your review and consideration.

RECOMMENDED ACTION: Approve the Assurance of Compliance with State and Federal Laws Prohibiting Discrimination and authorize the Board Chair and Board Clerk to sign the document.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 12, 2015

AGENDA SECTION: 8. Board Reports

ITEM: _____

COMMENTS BY: Linda Cohen, Board Chair

This section of the agenda provides an opportunity for Board members to update school board members on school board-related work or to make announcements of interest to the public.

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – October 12, 2015

AGENDA SECTION: 9. Audience Opportunity to Address the Board

ITEM: _____

COMMENTS BY: Linda Cohen, Board Chair

This section of the agenda provides an opportunity for members of the audience to address the School Board. Speakers will be allotted two minutes.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION
Regular Meeting – October 12, 2015

AGENDA SECTION: 10. Adjourn

ITEM: _____

COMMENTS BY: Linda Cohen, Board Chair

This agenda item brings closure to the school board meeting.

RECOMMENDED ACTION: Call the meeting to a close.

Motion by: _____ Yes _____ Passed _____

No _____ Failed _____

Abstentions: _____