

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting - August 12, 2013 - 7:00 PM
Wayzata City Hall, 600 Rice Street, Wayzata

AGENDA

1. CALL TO ORDER/ROLL CALL	4
2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS	5
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	6
B. Waive Statutory Requirement for Weekly Pledge of Allegiance	7
C. Authorize Holding a Regular Board Meeting on Columbus Day, October 14, 2013	9
D. Authorize a Date Change for the November 2013 Regular Board Meeting	10
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the list and for members of the audience to address the School Board.

9. BOARD REPORTS

A. Legislative Action Committee Report - C. Polzin

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10. ADJOURN

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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.

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 valued employees;
- 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.

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BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA ITEM: 1. CALL TO ORDER/ROLL CALL

COMMENTS BY: Board Chair Droegemueller

John Moroz, Board Clerk, will call the roll:

	<u>PRESENT</u>	<u>ABSENT</u>
Ms. Linda A. Cohen	_____	_____
Ms. Sue H. Droegemueller	_____	_____
Ms. Susan Gaither	_____	_____
Mr. Jay A. Hesby	_____	_____
Mr. John A. Moroz	_____	_____
Ms. Carter G. Peterson	_____	_____
Ms. Cheryl Polzin	_____	_____
Dr. Chace B. Anderson, Ex Officio	_____	_____

WAYZATA PUBLIC SCHOOLS
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BOARD OF EDUCATION

Regular Meeting – August 12, 2013

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

ITEM: _____

COMMENTS BY: Board Chair Droegemueller

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
 - 1. Regular Meeting – June 10, 2013
 - 2. Special Meeting – June 24, 2013
 - 3. Regular Meeting – July 8, 2013
 - 4. Special Meeting – July 22, 2013
- B. Waive Statutory Requirement for Weekly Pledge of Allegiance
- C. Authorize Holding a Regular Board Meeting on Columbus Day, October 14, 2013
- D. Authorize a Date Change for the November 2013 Regular Board Meeting
- E. District/Professional Memberships for 2013-2014
- F. Finance and Business Recommendations
- G. Human Resource Recommendations

RECOMMENDED ACTION: Approve the agenda as presented (amended) and the Consent Agenda items as recommended.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

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

ITEM: A. Approval of Minutes

COMMENTS BY: Board Clerk Moroz

There were no items for this section.

WAYZATA PUBLIC SCHOOLS
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AGENDA SECTION: 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS

ITEM: B. Waive Statutory Requirement for Weekly Pledge of Allegiance

COMMENTS BY: Dr. Jill Johnson

According to Minnesota Statutes Section 121A.11, enacted in 2004, “all public school students shall recite the Pledge of Allegiance to the flag of the United States of America one or more times each week.” As part of this requirement, a school district must instruct students in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises. A school board may waive the recitation and corresponding etiquette requirement by an annual vote.

Wayzata Public Schools also has a district policy that states:

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

Students shall recite the Pledge of Allegiance one or more times a week. The recitation shall be conducted by each individual classroom teacher or teacher’s surrogate or over a school intercom system by principal or designee.

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

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

The practice during the 2012-2013 School Year was to have elementary students routinely recite the Pledge; generally daily or weekly. Middle school and high school students recited the Pledge weekly; generally on a Monday morning TV broadcast. School principals report that this practice has worked well and the administration is recommending the continuance of this protocol for the 2013-2014 School Year. Generally, weekly recitation of the Pledge will occur at the middle school and high school levels and daily or weekly recitation of the Pledge will occur in the elementary schools.

RECOMMENDED ACTION: The School Board supports recitation of the Pledge of Allegiance in the District's schools and has a district policy calling for the recitation of the Pledge of Allegiance one or more times weekly in each school. Minnesota Statute 121A allows a school district to waive the statutory requirement mandating the recitation of the Pledge of Allegiance by majority vote. The Wayzata School District School Board has chosen to take a vote on waiving the statutory requirement. Waiving the statutory requirement has no impact on the School District's policy.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

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

ITEM: C. Authorize Holding a Regular Board Meeting on Columbus Day, October 14, 2013

COMMENTS BY: Board Chair Droegemueller

The 2013-2014 School Year calendar as approved by the School Board does not list Christopher Columbus Day, October 14, 2013, as an observed holiday in our District. School is in session and all school and administrative offices are open. While Minnesota Statutes list Christopher Columbus Day as a holiday, it also provides “political subdivisions” with the option to conduct public business by taking specific action. October 14, 2013, is the second Monday of the month, which is the School Board’s regular meeting day. Therefore, it is recommended the Board take action to authorize holding a Regular Board Meeting on that day.

RECOMMENDED ACTION: Declare that Christopher Columbus Day, October 14, 2013, is not an observed holiday in the Wayzata Public Schools, that public business may be conducted, and authorize holding a Regular School Board Meeting on October 14, 2013.

Motion by: _____ Yes _____ Passed _____
Second by: _____ No _____ Failed _____
Abstentions _____

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

ITEM: D. Authorize a Date Change for the November 2013 Regular Board Meeting

COMMENTS BY: Board Chair Droegemueller

Minnesota Statutes list Veteran’s Day each year as a legal holiday and does not provide “political subdivisions” with the option to conduct public business, by taking specific action, as it does for Columbus Day. Even though school is in session and all school and administrative offices are open, the school district is not allowed to hold public meetings in the evening. In 2013, Veteran’s Day falls on the second Monday of the month, November 11, which is the School Board’s regularly scheduled meeting day. Therefore, it is recommended that the Board take action to change the date of the November 2013 regular board meeting to Tuesday, November 12, 2013, beginning at 6:00 p.m. at Wayzata City Hall.

RECOMMENDED ACTION: Approve the regular board meeting, previously scheduled for Monday, November 11, 2013, be rescheduled to Tuesday, November 12, 2013, beginning at 6:00 p.m. at Wayzata City Hall.

Motion by: _____ Yes _____ Passed _____
Second by: _____ No _____ Failed _____
Abstentions _____

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

ITEM: E. District Professional Memberships for 2013-2014

COMMENTS BY: Superintendent Anderson

The School Board annually approves District membership in various professional organizations. The Administration recommends that the Board approve memberships for the 2013-2014 School Year in the following organizations:

- Association of Metropolitan School Districts
- Minnesota School Boards Association
- National School Boards Association
- Wayzata Chamber of Commerce
- TwinWest Chamber of Commerce
- Business Education Partnership/TwinWest Chamber
- I-94 West Chamber of Commerce
- The Performance Excellence Network

RECOMMENDED ACTION: Approve District membership in the recommended professional organizations for the 2013-2014 School Year.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

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ITEM: F. Finance and Business Services

COMMENTS BY: Mr. Westrum

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 July 2013	\$ 6,015,985.18
Wire Transfer for June 2013	\$ 56,185,860.00

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.”

THEREFORE; the Executive Director of Finance and Business Services recommends the following Resolution:

BE IT RESOLVED by the School Board of Independent School District No. 284 that the School Board accepts with appreciation the following gifts, which are in compliance with current District policy and guidelines:

<u>Amount</u>	<u>Donated By</u>	<u>Purpose</u>
\$ 35.00	Karl Hoffmann and Wells Fargo	Educational Matching Gift Program supporting Gleason Lake Elementary
50.00	Neelika Pasumarty and Wells Fargo	Educational Matching Gift Program supporting Plymouth Creek Elementary
65.00	Karl Hoffmann and Wells Fargo	Community Support Program supporting Gleason Lake Elementary
92.32	Denise Dau and Wells Fargo	Community Support Program supporting Gleason Lake Elementary
100.00	Alerus Mortgage Financial	"Refer a friend. Build your community" program supporting Oakwood Elementary
100.00	Joseph and Kumar Stephen and Alerus Mortgage Financial	"Refer a friend. Build your community" program supporting Plymouth Creek Elementary
100.84	Amy Unzicker and Wells Fargo	Community Support Program supporting Greenwood Elementary
107.71	Denise Dau and Wells Fargo	Educational Matching Gift Program supporting Gleason Lake Elementary
120.00	Food Perspectives, Inc.	Supporting Plymouth Creek Elementary
121.15	Amy Unzicker and Wells Fargo	Community Support Program supporting Greenwood Elementary
203.07	Scott McCann, Joel Gjevre, Bryan Hins and Wells Fargo	Community Support Program supporting East Middle School
286.91	Scott McCann, Joel Gjevre, Bryan Hins. Neelika Pasumarty and Wells Fargo	Community Support Program supporting East Middle School
350.00	Allergy and Asthma Specialists	Destination Imagination- Make the Change Team
774.46	Cindy & Larry Mohr, Douglas Schmit, Mark Ryshavy, John & Joan Randall, Charisse McPherson, Douglass Owens and Wells Fargo	Community Support Program supporting High School
1,703.54	Anonymous and Wells Fargo	Educational Matching Gift Program supporting High School
<u>3,005.95</u>	Oakwood Elementary School PTA	Field trips and Scholarships
\$7,215.95		

RECOMMENDED ACTION: Approve the gifts listed above to be used as designated.

Motion by: _____ ROLL CALL Passed _____

Second by: _____ VOTE Failed _____

WAYZATA PUBLIC SCHOOLS				
MONTHLY CHECK DISBURSEMENT SUMMARY				
JULY 2013				
CHECK	VENDOR	DESCRIPTION	DATE	AMOUNT
378605	KUE CONTRACTORS INC	SH-6/30/13 PROJ#122073	7/11/2013	572,269.00
378930	CM CONSTRUCTION CO, INC	GW-ADD'N 6/30/13 #122072	7/25/2013	553,075.00
378933	EBERT CONSTRUCTION	OW ADD'N 6/30/13 PROJ #6632	7/25/2013	467,628.95
378757	NOW MICRO	ETD-ALL IN ONES, STAFF LAPTOPS	7/18/2013	401,550.00
378465	APPLE INC	TECH IPADS	7/1/2013	380,755.54
378946	FIELDTURF USA INC	WHS STADIUM TURF	7/30/2013	367,094.05
378947	FIRST STUDENT, INC	TRANSPORTATION	7/30/2013	267,684.60
378937	MORCON GENERAL CONTRACTORS	HS-EXT REPAIRS 6/08/13	7/25/2013	204,321.25
378509	AUTOMATED LOGIC CORP	HS-REPLACE BAS #122191	7/3/2013	186,361.97
378938	ROCHON CORPORATION	EMS-REMODEL NW WING 6/30/13 #122196	7/25/2013	162,360.00
378639	XCEL ENERGY	MONTHLY ENERGY	7/11/2013	118,701.66
378931	COBALT CONTRACTING INC	HS STADIUM-REPLACE FIELD 6/30/13	7/25/2013	111,720.00
378756	NORTHWEST EVALUATION ASSOCIATION	MAP ASSESS-FULL YR SUBSCRIPTION	7/18/2013	85,312.50
378959	LOW VOLTAGE CONTRACTORS	MDE#10871 PC-FIRE ALARM UPGRADE	7/30/2013	84,968.93
378660	CATES CONSTRUCTION, J. S.	CMS-SUMMER RENOV #132019 THRU 6/25/13	7/16/2013	80,401.68
378646	PUBLIC EMPLOYEES RETIREMENT ASSN	PAYROLL ACCRUAL	7/15/2013	74,241.51
378887	WEST METRO EDUCATION PROGRAM	TUITION REVENUE #4 FAIR DWNTN & CRYSTAL	7/23/2013	73,866.27
378978	PUBLIC EMPLOYEES RETIREMENT ASSN	PAYROLL ACCRUAL	7/31/2013	72,080.25
378712	TEACHERS' CURRICULUM INSTITUTE	7th GRD SOCIAL STUDIES	7/16/2013	64,875.00
378936	MN ROADWAYS COMPANY	REHAB PAVEMENT 6/30/13	7/25/2013	60,297.25
378585	D & G ELECTRIC INC	DAB LIGHTING REPLACEMENT 5/10/13	7/11/2013	60,217.32
378604	KARGES-FAULCONBRIDGE, INC	MDE#10873 HS-RECX SERV #12-289.00 6/30/13	7/11/2013	59,255.09
378935	JPMI CONSTRUCTION CO	GW-RESTORE WINDOW & MASONRY 5/31/13 #212707	7/25/2013	55,632.00
378768	TIES	ANNUAL INTERNET 7/1/13-6/30/14	7/18/2013	55,312.00
378969	VCI ENVIRONMENTAL, INC.	MDE#28636 SH & OW ASBESTOS ABATE, CMS-SINKS MDE#19477	7/30/2013	53,451.00
378588	EBERT CONSTRUCTION	GL-WALL RESTORATION 6/30/13 PROJ #6640	7/11/2013	50,502.00
378638	WOLD ARCHITECTS AND ENGINEERS	SH-REPLACE BOILER PLANT #122213	7/11/2013	40,448.67
378735	ISCORP	SERVICE BUREAU SUBSCRIPTION FEE 7/13-6/14	7/18/2013	40,000.08
378473	K12 INSIGHT	SUBSCRIPTION-K12 INSIGHT 7/1/13-6/30/14	7/1/2013	40,000.00
378719	APEX ONLINE DEVELOPMENT	MDE#19501 SERV AGREE 7/1/13-6/30/14	7/18/2013	32,500.00
378970	WEST METRO LEARNING CONNECTIONS, INC	SPEC PUPIL 5/13 & 6/13	7/30/2013	32,340.00
378762	SCHOOLWIRES INC	WEBSITE HOSTING 7/1/13-6/30/14	7/18/2013	29,455.97
378696	MC GRAW HILL COMPANIES	9th Grade Civics TEXT BOOKS	7/16/2013	29,044.15
378922	TAYLOR MUSIC	WPS BAND INSTRUMENTS	7/25/2013	28,212.00
378498	CITY OF PLYMOUTH - FINANCE DEPT	CMS-WATER & SEWER ACCESS	7/2/2013	27,354.00
378600	ISD #281-ROBBINSDALE SCHOOLS	PERKINS DRAW DEC 12-MAY 13	7/11/2013	27,071.30
378958	ISD #281-ROBBINSDALE SCHOOLS	PERKINS DRAW FINAL 13	7/30/2013	24,863.09
378733	GUIDEK K12	MAPPING SYSTEM 13-14	7/18/2013	23,681.25
378886	WEST METRO EDUCATION PROGRAM	FY13 INTEGRATION REVENUE #4 FINAL	7/23/2013	23,275.00
378633	WEST METRO EDUCATION PROGRAM	FINAL INTEGRATION 11-12	7/11/2013	22,916.00
378954	HILLYARD INC MINNEAPOLIS	CMS-SUPPLIES	7/30/2013	21,462.76
378980	TRUST POINT/FBO WAYZATA SCHOOLS	PAYROLL ACCRUAL	7/31/2013	20,240.00
378617	PHASOR ELECTRIC CO	MDE#10832 HS-TRACE CIRCUITS	7/11/2013	18,200.00
378503	ST. BARTHOLOMEW SCHOOL	TEXTBKS	7/2/2013	17,791.68
378468	FRONTLINE TECHNOLOGIES INC	HR-AESOP CONTRACT 13-14	7/1/2013	16,898.40
378657	BRIGGS & MORGAN	PROF SERV	7/16/2013	15,448.81
378650	LIFE INSURANCE CO OF NORTH AMERICA	INS TRACKING BILLING	7/15/2013	15,401.67
378669	FAVORITE SERVICES, INC	MDE#GEN PC PLAYGRD UPGRADE	7/16/2013	15,300.00
378615	OLSEN FIRE PROTECTION, INC	MDE#10867 SH-SPRINKLER MOD'N	7/11/2013	13,091.00

378620	CITY OF PLYMOUTH - FINANCE DEPT	WATER	7/11/2013	12,727.16
378940	US ENERGY SERVICES, INC	ENERGY-JUNE 13	7/25/2013	12,688.61
378956	INTERMEDIATE DIST 287	HENN WEST PERKINS CONSORTIUM FINAL 13	7/30/2013	12,612.59
378943	AUTOMATED LOGIC CORP	MDE#10873 HS-RECOMMING	7/30/2013	12,425.00
378668	ENVIROMENTAL PROPERTY AUDIT, INC	MDE#19482 EMS-ASBSTOS ABATE	7/16/2013	12,276.00
378809	FIRST STUDENT, INC	TRANSPORTATION	7/23/2013	12,077.34
378892	ASSN OF METRO SCHOOL DISTRICTS	AD-DUES-13-14	7/25/2013	11,843.00
378786	BLAKE LOWER SCHOOL	HEALTH PARA 12-13	7/23/2013	11,748.36
378948	FOLLETT EDUCATIONAL SERVICES	MATH BKS	7/30/2013	10,329.80
378957	ISD #276-MINNETONKA SCHOOLS	JUNE 2013 CONSORTIUM DRAW	7/30/2013	10,186.97
378653	ALLIED WASTE SERVICES #894	SERVICES	7/16/2013	9,784.72
378732	FOLLETT EDUCATIONAL SERVICES	GL-MATH JOURNALS	7/18/2013	9,735.00
378870	RIVERPORT INS CO	DEDUCTIBLE BILLING STMNT WORKERS' COMP	7/23/2013	8,380.16
378899	HANUS ENTERPRISES,LLP	BUS GARAGE RENT	7/25/2013	8,324.00
378486	BLAKE LOWER SCHOOL	TEXTBKS	7/2/2013	8,130.29
378470	HANUS ENTERPRISES,LLP	FACILITY LEASE AGREEMENT	7/1/2013	8,002.92
378511	LAKE CONFERENCE	MEMBERSHIP FEE 13-14	7/3/2013	8,000.00
378493	LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL ACCRUAL	7/2/2013	7,789.92
378860	PROVIDENCE ACADEMY	TEXTBKS	7/23/2013	7,787.11
378471	IOCP	CED-ECFE RENT	7/1/2013	7,750.85
378903	IOCP	CED-ECFE RENT	7/25/2013	7,750.85
378909	LOFFLER COMPANIES INC	WAREHOUSE COPIER BLANKET	7/25/2013	7,706.07
378758	PCS REVENUE CONTROL SYSTEMS, INC	CONTRACT 7/1/13-6/30/14	7/18/2013	7,625.00
378674	FIRST STUDENT, INC	TRANSPORTATION	7/16/2013	7,499.06
700334	INSPEC, INC.	WHS EXT WL REHAB-CA	7/29/2013	7,343.42
378748	MN ASSN OF SECONDARY SCHOOL PRINCIPALS	HS-MEMBERSHIPS 13-14	7/18/2013	7,239.00
378704	PHASOR ELECTRIC CO	BV-REPLACE LIGHTING PROJ#112171	7/16/2013	6,879.00
378632	WEST METRO EDUCATION PROGRAM	TRANSPORT-FAIR CRYSTAL AFTER SCHOOL PROGRAM	7/11/2013	6,601.97
378663	CENTURY LINK BUSINESS SERVICES	JUNE INTERNET	7/16/2013	6,500.00
700338	INSPEC, INC.	GL-MASONRY DES	7/29/2013	6,364.10
378924	US FOODS CULINARY E & S	DIST-KITCHEN SUPPLIES #H001568	7/25/2013	6,129.31
378856	NICROS INC.	HS-INSTALL CLIMBING WALL	7/23/2013	5,985.47
378499	REDEEMER LUTHERAN CHURCH & SCHOOL	TEXTBKS	7/2/2013	5,913.61
378649	LIFE INSURANCE CO OF NORTH AMERICA	INS TRACKING BILLING	7/15/2013	5,628.11
378535	FIRST STUDENT, INC	TRANSPORTATION	7/10/2013	5,620.12
378652	AECOM TECHNICAL SERVICES INC	MDE#10847 SH-UST REMOVE SPECS & DOC	7/16/2013	5,612.25
378469	GENERATIVE LEARNING	2013 COGNITIVE COACHING	7/1/2013	5,510.00
700300	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	5,388.00
378979	SCHOOL SERVICE EMPLOYEES	PAYROLL ACCRUAL	7/31/2013	5,300.14
378752	MN SAFETY COUNCIL	MDE#19504 DIST-AED PADS	7/18/2013	5,168.00
378702	NICOL, BARBARA	PROF SERV-5/13 & 6/13	7/16/2013	5,100.00
378647	SCHOOL SERVICE EMPLOYEES	PAYROLL ACCRUAL	7/15/2013	5,073.09
378794	CLIFTONLARSONALLEN LLP	SERVICE THRU 6/24/13, AUDIT 6/30/13	7/23/2013	5,029.69
378738	LIFETIME FITNESS, INC.	LOCKERROOM RENTAL	7/18/2013	4,919.30
378690	LOFFLER COMPANIES, INC.	COPIER BLANKET	7/16/2013	4,900.83
378698	MN CONWAY FIRE & SAFETY	MDE#28715 DISC POWER TO ANSUL UNIT (5 SITES)	7/16/2013	4,750.00
378710	ROME, TERESA	PROF SERV 4/1-6/21	7/16/2013	4,628.20
378926	XEROX FINANCIAL SERVICES	WPS PRODUCTION COPIER BLANKET	7/25/2013	4,520.00
700299	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	4,491.60
378523	BRAUN INTEREC CORP	GW ADD'N-SERV THRU 6/14/13	7/10/2013	4,373.00
378725	COMPUTER EXPLORERS	CED-V GAME CREATION & BATTLEBOTS	7/18/2013	4,152.00
700325	QUALITY BLENDING	ANNUAL SERVICE AGREEMENT	7/19/2013	4,020.00
378923	TWIN WEST CHAMBER OF COMMERCE	ANNUAL CONTRACT FEE 13-14	7/25/2013	4,000.00
700335	INSPEC, INC.	HS STADIUM- REPLACE TURF	7/29/2013	4,000.00
378512	MATH-BY-MAIL, LLC	CED-PROF SERV	7/3/2013	3,975.00

378476	MILLER 32ND AVE, LLC	RENT & TAXES JULY	7/1/2013	3,965.16
378912	MILLER 32ND AVE, LLC	RENT & TAXES AUG	7/25/2013	3,965.16
378782	AVE MARIA ACADEMY	NON-PUBLIC TRANSPORT	7/23/2013	3,910.11
378708	PRECISION CLEANING INC.	CMS,EMS & WMS-SERVICE & (2)PERMITS	7/16/2013	3,600.00
378687	KNUTSON, JERRY	B LAX EXPENSES	7/16/2013	3,542.45
378661	CENTRAL WOOD PRODUCTS	MDE#GEN PC PLAYGRD	7/16/2013	3,540.00
700336	INSPEC, INC.	HS,CMS & AD-PAVEMENT REHAB	7/29/2013	3,500.00
378722	BRANDED CUSTOM SPORTSWEAR INC	PLAYERS KNIT	7/18/2013	3,480.78
378665	CHILED A INSTITUTE INC	OUT-OF-STATE TUITION	7/16/2013	3,403.94
700290	INSPEC, INC.	HS-EXT WL REHAB-CA #212615.2	7/3/2013	3,316.86
700340	INSPEC, INC.	CIVIL ENG DESIGN	7/29/2013	3,265.00
378586	DERING PIERSON GROUP LLC	WMS-PROJ#001306149	7/11/2013	3,239.27
378715	VCI ENVIRONMENTAL, INC.	MDE#19482-EMS MDE#19483-GW MDE#27438-SH ASBESTOS	7/16/2013	3,174.88
378691	LOFFLER COMPANIES INC	CE COPIER BLANKET	7/16/2013	3,129.69
700291	INSPEC, INC.	GL-MASONRY DES #212724	7/3/2013	3,091.90
378802	FAIRVIEW	ATH-TRAINER SPRING 13	7/23/2013	3,042.00
700295	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	2,958.00
700304	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	2,946.00
378487	CORPORATE HEALTH SYSTEMS INC	FLEX PROCESS-6/13	7/2/2013	2,937.66
378700	MOTG (MN OFFICE TECHNOLOGY GRP)	MAINTENANCE & HIGH VOLUME COPIER CHGS	7/16/2013	2,890.82
378489	ECM PUBLISHERS, INC	PRINT COMMUNICATOR	7/2/2013	2,880.77
378581	BOILER SERVICES, INC	MDE#10849 DIST-RPZ INSPECTIONS	7/11/2013	2,850.00
378515	CITY OF PLYMOUTH - FINANCE DEPT	SH-SECURED ENTRANCE	7/3/2013	2,771.24
378612	MINVALCO	CMS-SUPPLIES	7/11/2013	2,704.91
378679	GRAINGER INC., W. W.	OW-SUPPLIES	7/16/2013	2,683.64
700303	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	2,650.20
700301	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	2,625.00
700339	INSPEC, INC.	WAYZATA HS 2013 ROOF INFRARED SURVEY	7/29/2013	2,609.10
378967	THERMO-DYNE, INC	CMS-CHILLER	7/30/2013	2,590.00
378654	AMERICAN TIME & SIGNAL	CLOCKS	7/16/2013	2,578.70
378597	HIRSHFIELD'S PAINT	CMS-SUPPLIES	7/11/2013	2,562.97
700322	LOFFLER COMPANIES, INC.	USUAGE FOR JUNE 2013	7/19/2013	2,464.51
378720	ART SPARK LLC	CED-ART CAMP 7/8-7/11	7/18/2013	2,462.00
700302	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	2,391.00
378662	CENTURY LINK	MONTHLY SERV-6/13	7/16/2013	2,315.18
378944	CEL PUBLIC RELATIONS, INC.	AD-#11 FINALWEBSITE LAUNCH-PHASE III 6/13	7/30/2013	2,310.00
378713	TIES	HOUSING OCCUPANCY	7/16/2013	2,300.00
378580	BLB CONSULTING LLC	RVIT DRAWINGS 6/13	7/11/2013	2,296.00
378881	SZARKE, JOY	CONT SERV 2/13 & 3/13	7/23/2013	2,216.44
378566	STAPLES	SUPPLIES	7/10/2013	2,071.98
700292	INSPEC, INC.	GW-EXT WALL Des/CA	7/3/2013	2,023.75
378927	YOUR ART'S DESIRE	CMS-ART FRAMING	7/25/2013	2,022.87
700332	INSPEC, INC.	GW-ADD'N & SITE WORK	7/29/2013	2,000.00
378513	MINT ROOFING INC	PC-REPAIR ROOF	7/3/2013	1,980.00
378582	BRAUN INTEREC CORP	OW ADD'N-SERV THRU 6/14/13	7/11/2013	1,955.38
131400098	WITTMAN, ROBERT	REIMBURSE	7/31/2013	1,899.26
378895	DOUGHTY, JEFFREY	APPAREL	7/25/2013	1,891.50
700321	JOHNSON CONTROLS	HS	7/19/2013	1,876.91
378625	SUPERIOR FORD	REPAIR-2005 FORD F-150	7/11/2013	1,813.93
378751	MN ELEM SCH PRINCIPAL'S ASSN	OW-MESPA & NAESP 13-14	7/18/2013	1,766.00
378917	REALLY GOOD STUFF	2ND GRD STORAGE (13-14)	7/25/2013	1,764.44
378622	RETROFIT COMPANIES INC	MDE#10848 SH-HAZ WASTE FEE	7/11/2013	1,746.04
378793	CHILDREN'S WORKSHOP MONTESSORI	NON-PUBLIC TRANSPORT	7/23/2013	1,744.63
378739	LOFFLER COMPANIES INC	COPIER BLANKET	7/18/2013	1,739.58
378492	KIDCREATE STUDIO	CED-STAR WARS ART CAMP	7/2/2013	1,710.00

378675	GERMAN BOOK CENTER, N.A.,INC	GERMAN BOOKS	7/16/2013	1,702.33
378777	ALLINA HEALTH SYSTEM	PROF SERV	7/23/2013	1,687.50
700327	SCHOOL SPECIALTY	STUDENT PLANNERS	7/19/2013	1,668.05
378568	TOP ECHELON CONTRACTING	SP ED SPL 6/7/13	7/10/2013	1,656.00
378694	LOFFLER COMPANIES, INC	HR COPIER BLANKET	7/16/2013	1,608.29
378711	SOCIALNICOLE LLC	COMM-PROF SERV	7/16/2013	1,597.75
700311	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	1,575.00
378651	A-1 OUTDOOR POWER, INC	B & G-SUPPLIES	7/16/2013	1,574.98
700348	ALLEGRA PRINT & IMAGING	POSTAGE FOR MAILING	7/30/2013	1,547.00
378707	PRAIRIE RIVER HOME CARE INC	NURSE SUMMER SCHOOL	7/16/2013	1,526.25
378573	AIR PURIFICATION & ENERGY CONSERVATION	GL-FILTERS	7/11/2013	1,516.48
378519	AMERICAN C.P.R. & FIRST AID, INC	CED-HB 6/1/13	7/10/2013	1,500.00
378563	SOUTHERN COATING SYSTEMS LLC	GW-MOVE PLAYGRD	7/10/2013	1,500.00
378730	EHLERS	BUDGET PROJECTION SUBSCRIPTION FEE 13-14	7/18/2013	1,500.00
700337	INSPEC, INC.	WAYZATA EAST MS 2013 STORM SEWER CA	7/29/2013	1,500.00
378685	HOME DEPOT/GECF	KL-SUPPLIES	7/16/2013	1,495.43
378501	SPIRITWEAR USA	CED-HB APPAREL	7/2/2013	1,494.65
378742	LOFFLER COMPANIES, INC	COPIER BLANKET	7/18/2013	1,409.95
378773	ZIMANSKE, CRAIG	CED-SUMMER DRAMA CAMP	7/18/2013	1,400.00
378736	ISD #270-HOPKINS SCHOOLS	TRANSPORT-RENT 7/13	7/18/2013	1,390.09
378962	OLSEN FIRE PROTECTION, INC	MDE#10867 OW-VALVE REPAIR	7/30/2013	1,380.00
378472	ISD #270-HOPKINS SCHOOLS	RENT-TRANSPORT 7/13	7/1/2013	1,362.83
378550	ON SITE SANITATION	SERVICE	7/10/2013	1,335.80
378910	MEDINA GOLF & COUNTRY CLUB	SOFTBALL BANQUET 6/9	7/25/2013	1,335.55
378879	ST JOHN'S LUTHERAN SCHOOL	NON-PUBLIC TRANSPORT	7/23/2013	1,325.82
378714	TRUSTED EMPLOYEES	CED-PROF SERV	7/16/2013	1,313.50
378763	SCIENCE EXPLORERS	CED-PCHB 7/8-7/11	7/18/2013	1,296.00
378894	COMPUTER EXPLORERS	CED-XBOX PROGRAMMING	7/25/2013	1,296.00
378929	BOLTON & MENK INC	CMS-PROF SERV-LIFT STATION 5/11/13- 6/7/13	7/25/2013	1,280.00
378905	JOHN DEERE LANDSCAPES	WMS-IRRIGATION SUPPLIES	7/25/2013	1,277.65
131400075	MUNSTERTEIGER, JILL	REIMBURSE	7/24/2013	1,277.45
378907	KIDCREATE STUDIO	CED-GLITTER ART CAMP	7/25/2013	1,270.00
700298	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	1,260.00
700294	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	1,254.00
378508	ARC (AMERICAN REPROGRAPHICS CO)	HS-REPLACE BAS PLANS	7/3/2013	1,247.00
378477	MN ASSN OF SCHOOL ADMINISTRATORS	MASA/MASE & AASA MEMBERSHIP 13-14	7/1/2013	1,246.00
700293	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	1,245.00
378896	EVANGELICAL FREE CHURCH OF AMERICA	EMS-REACH GLOBAL HAITI #3914 ANNUAL 5K	7/25/2013	1,226.39
378610	LOW VOLTAGE CONTRACTORS	MDE#10869 GL-FIRE ALARM UPGRADE	7/11/2013	1,215.00
378627	THERMO-DYNE, INC	EMS-SERVICE	7/11/2013	1,200.00
378915	PERFORMANCE EXCELLENCE NETWORK	AD-MEMBERSHIP	7/25/2013	1,200.00
700347	TEAM SPORTING GOODS, INC	EQUIPMENT	7/29/2013	1,188.00
378724	C & K SCREEN PRINTING	DANCE TEAM-T'S	7/18/2013	1,174.00
378551	PAMS LUNCHROOM LLC	SERVICE-JUNE 13	7/10/2013	1,173.90
378592	FLAGSHIP RECREATION	MDE#10844 SH-PLAYGRD SUPPLIES	7/11/2013	1,145.00
378548	NIMERFROH, JOAN	CED-CORE PILATES	7/10/2013	1,140.00
378569	TRUSTED EMPLOYEES	PROF SERV	7/10/2013	1,137.00
378667	EMSL ANALYTICAL, INC	MDE#28636 SH-BOILER ABATE	7/16/2013	1,134.00
378759	PUBLIC STORAGE	STORAGE 8/13	7/18/2013	1,060.00
378497	PEG'S COUNTRYSIDE CATERING	DIST MEETING 6/12/13	7/2/2013	1,057.50
378564	SPIRITWEAR USA	EMS-T-SHIRTS	7/10/2013	1,041.25
378545	MERZER M.A., L.P., SHEILA	PROF SERV 6/12	7/10/2013	1,010.00
378576	ARC (AMERICAN REPROGRAPHICS CO)	WMS-PLANS	7/11/2013	1,004.76
378485	ARUX SOFTWARE	CED-MONTHLY SOFTWARE FEE 5/13	7/2/2013	1,000.00
378769	TLC EDUCATION FOUNDATION	HS-PROF SERV	7/18/2013	1,000.00

378595	HASTINGS CO-OP CREAMERY CO	DAIRY PRODUCTS-SUMMER PROGRAMS	7/11/2013	995.46
378664	CHILDREN'S INSTITUTE	PRIM PROJECT	7/16/2013	990.00
378772	XEROX FINANCIAL SERVICES	HS MEDIA/ATHLETICS COPIER LEASE BLANKET	7/18/2013	989.98
378634	WESTSIDE WHOLESALE TIRE, INC	TRUCK#15-6 TIRES	7/11/2013	974.64
378584	COMMERCIAL DOOR SYSTEMS, INC	LOCK SUPPLIES	7/11/2013	970.00
700323	MEI - MINNESOTA ELEVATOR INC	MDE#10840 DW ELEVATOR INSPECTIONS	7/19/2013	957.00
378631	WAYZATA, CITY OF	WMS-WATER/SEWER	7/11/2013	956.23
131400082	HARREN, KIMBERLY	REIMBURSE	7/25/2013	953.60
700324	QUALITY BLENDING	JULY SEVICE AGREEMENT	7/19/2013	940.00
378966	STEP SAVER INC	HS-SALT	7/30/2013	925.58
131400072	WITTMAN, ROBERT	REIMBURSE	7/17/2013	922.30
378641	MN CHILD SUPPORT - PAYMENT CTR	PAYROLL ACCRUAL	7/15/2013	900.63
378481	MN ELEM SCH PRINCIPAL'S ASSN	PC-MESPA & NAESP MEMBERSHIP 13-14	7/1/2013	883.00
378565	SPORRE, LAURIE	ATH-SERVICE	7/10/2013	882.00
378883	TERRELL DANIELS INC	COMM-PROF SERV 6/6-7/1	7/23/2013	880.00
378868	RIVER TREE SCHOOL	NON-PUBLIC TRANSPORT	7/23/2013	871.75
378770	TOLL GAS & WELDING SUPPLY	CYLINDER LEASE TIL 9/13	7/18/2013	870.00
378479	MN ASSN OF SCHOOL BUSINESS OFFICIALS	DUES 13-14	7/1/2013	836.00
378974	MN CHILD SUPPORT - PAYMENT CTR	PAYROLL ACCRUAL	7/31/2013	825.30
378750	MN ADMINISTATOR FOR SPECIAL ED	DUES 13-14	7/18/2013	820.00
378514	MN ASSN OF SCHOOL ADMINISTRATORS	MASA MEMBERSHIP 13-14	7/3/2013	810.00
378942	ADI	GW-STORM SUPPLIES	7/30/2013	805.36
378747	MEYER, ALYCE	CED-SUMMER DRAMA CAMP	7/18/2013	800.00
378727	DAMARCO SOLUTIONS, LLC	MDE#19499 HAZ COMM SERV FEE 7/1/13-6/30/14	7/18/2013	798.00
378701	MP NEXLEVEL LLC	LOCATES-6/13	7/16/2013	792.37
378506	YOUNG PERFORMERS	CED-PROF SERV 6/24-6/28	7/2/2013	784.00
378539	KULKARNI, ASHU	DEST IMAG	7/10/2013	776.91
378780	ARUX SOFTWARE	CED-MONTHLY SOFTWARE FEE 6/13	7/23/2013	775.00
131400097	WESTRUM, JAMES	REIMBURSE	7/31/2013	763.08
378613	NAPA AUTO PARTS OF CORCORAN	CSF-SUPPLIES	7/11/2013	760.79
378972	CORPORATE HEALTH SYSTEMS INC	PAYROLL ACCRUAL	7/31/2013	753.30
378908	LAKESHORE LEARNING STORE	KINDERGARTEN SUPPLIES	7/25/2013	752.18
378611	MINT ROOFING INC	REPAIR ROOF	7/11/2013	746.10
378771	US ENERGY SERVICES, INC	MGMT FEE-7/13	7/18/2013	743.00
700312	ALLEGRA PRINT & IMAGING	BOOKLETS	6/30/2013	734.85
131400016	PRONDZINSKI, JEFF	REIMBURSE	7/3/2013	733.26
378716	VERMEULEN, JUDY	BVHB-CLASS 6/14/13	7/16/2013	720.00
378676	GOPHER STATE ONE-CALL	LOCATES-6/13	7/16/2013	715.35
378575	ANDERSEN INC., EARL F.	AD-INSTALL LETTERING	7/11/2013	715.01
378932	COMMERCIAL DOOR SYSTEMS, INC	GWHB-DOORS	7/25/2013	714.74
378718	ANOKA HENNEPIN DIST #11	ADM FEE FOR MSFBH JOINT PURCHASING 2013-2014	7/18/2013	700.00
700305	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	681.00
378542	MADISON CENTER, THE	PROF SERV 5/13	7/10/2013	675.00
378552	PEARSON EDUCATION	BV K-2 & 4th GRD SOCIAL STUDIES	7/10/2013	674.91
700309	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	672.00
378790	BURNS, GREGORY	REIMBURSE	7/23/2013	671.86
378598	HIRSHFIELDS' PAINT MANUFACTURING	DIST-FIELD PAINT	7/11/2013	660.00
378775	AL-AMAL SCHOOL	NON-PUBLIC TRANSPORT	7/23/2013	655.41
378767	TAYLOR MUSIC	WPS BAND INSTRUMENTS	7/18/2013	644.00
378880	ST. RAPHAELS	NON-PUBLIC TRANSPORT	7/23/2013	631.37
378571	WOW FACTOR SPORTS INC	CHEER INTENSIVE	7/10/2013	630.00
378950	HERITAGE CHRISTIAN ACADEMY	NON-PUBLIC TRANSPORT	7/30/2013	626.11
378666	COMMERCIAL DOOR SYSTEMS, INC	AD-LOCKSET	7/16/2013	620.02
378975	MN DEPT OF REVENUE	PAYROLL ACCRUAL	7/31/2013	617.42
378753	MTI DISTRIBUTING INC	CSF-PARTS & SUPPLIES	7/18/2013	613.80

131400003	CHRISTIANSON, KIM	REIMBURSE	7/3/2013	606.08
378518	CENTER POINT ENERGY	SH FUEL TANK REMOVAL MDE#69696	7/9/2013	600.00
378800	ERDAHL, JASON	CED-DI GLOBALS	7/23/2013	600.00
378961	MICHAEL LYNNE'S TENNIS SHOP	G TENNIS SHORTS	7/30/2013	600.00
131400068	SORENSEN, MARCUS	REIMBURSE	7/17/2013	580.08
700329	STATE SUPPLY CO, INC.	WMS SUPPLIES	7/19/2013	579.00
378554	PIONEER CREEK GOLF COURSE	ATH-B GREEN FEES	7/10/2013	570.00
131400085	JOHNSON, RICHARD	REIMBURSE	7/25/2013	560.60
378642	MN DEPT OF REVENUE	PAYROLL ACCRUAL	7/15/2013	550.13
378655	ARCADE WORLD	PCHB-SUMMER GAME PKG	7/16/2013	550.00
378480	MN ELEM SCH PRINCIPAL'S ASSN	HS-SEMINAR 12/5/13	7/1/2013	545.00
378878	STAPLES	GL-3 SHELF BKCASE	7/23/2013	543.60
378521	ART SPARK LLC	CED-ART CAMP 6/28	7/10/2013	540.00
378567	TAYLOR, LYNN	REIMBURSE	7/10/2013	536.98
378555	PRAIRIE RIVER HOME CARE INC	NURSE SUMMER SCHOOL	7/10/2013	536.25
378494	MN LANDSCAPE ARBORETUM	KL-FIELD TRIP 5/2/13 RESERVATION #105	7/2/2013	530.00
131400030	CHRISTOPHERSON, BETTINA	REIMBURSE	7/10/2013	529.18
378522	BEGIN OAKS GOLF	ATH-FEES & FOOD	7/10/2013	525.00
700314	COMMAND CENTER INC	SERVICE	6/30/2013	512.00
131400027	BOWMAN, DEBORAH	REIMBURSE	7/10/2013	510.69
700333	INSPEC, INC.	SH-ADD'N & SITE WORK	7/29/2013	505.00
378484	TIME FOR KIDS	BV-4 SUBSCRIPTIONS	7/1/2013	487.20
378901	HILL CO, ROBERT B.	SH-SALT	7/25/2013	481.44
378500	SCIENCE EXPLORERS	CED-PC 6/24-6/27	7/2/2013	478.50
378507	YOUTH ENRICHMENT LEAGUE	CED-PROF SERV	7/2/2013	475.00
700310	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	474.00
378628	TRI-K SERVICES	DIST-DIRT	7/11/2013	466.00
378490	FIRST STUDENT, INC	TRANSPORTATION	7/2/2013	460.59
378834	ISD #283-ST LOUIS PARK SCHOOLS	TUITION-RSVP C & T	7/23/2013	453.12
700331	BOILER SERVICES, INC	ADMIN PLUMBING	7/29/2013	452.76
378589	ECOLAB PEST ELIMINATION DIV	CSF-PEST CONTROL	7/11/2013	451.00
378546	MN SAFETY COUNCIL	CED-PROF SERV 6/20	7/10/2013	432.00
378572	ADVANCED CONCRETE SAWING INC	MDE#GEN PC-PLAYGRD UPGRADE	7/11/2013	425.00
378587	EASTER, MARK	HS-PIANO TUNING	7/11/2013	425.00
378893	CITI-CARGO & STORAGE	EMS-STORAGE	7/25/2013	425.00
131400022	SHERWOOD, JAIME	REIMBURSE	7/3/2013	416.41
700345	TEAM SPORTING GOODS, INC	BASEBALL WINDSCREEN	7/29/2013	414.70
378594	HAMEL BUILDING CTR	DIST-SUPPLIES	7/11/2013	414.26
131400011	MATTIOLI, VALERIE	REIMBURSE	7/3/2013	411.88
378686	INTERFAITH OUTREACH	COPIES @ IOCP 12-13	7/16/2013	408.52
378570	VIRCO INC	OW-ZUMA ROCKERS	7/10/2013	407.28
378717	WOLD ARCHITECTS AND ENGINEERS	FAC ANALYSIS PROJ#102131	7/16/2013	406.82
378729	EBC (EDUCATORS BENEFIT CONSULTANTS)	ADMIN & COMPLIANCE SVC	7/18/2013	400.00
378749	MN ELECTRICAL ASSOCIATION	MEMBERSHIP 13-14	7/18/2013	400.00
131400051	HOWE, MICHELLE	REIMBURSE	7/12/2013	400.00
378796	DICE HOLDINGS INC	CLASSIFIED AD-TECH	7/23/2013	395.00
378524	BRIH DESIGN	CONT SERV WMS- 5/29	7/10/2013	380.00
378467	DUNN, MATTHEW	GWHB-PROF SERV 7/1	7/1/2013	375.00
378939	ROOT-O-MATIC	SH-2 MANHOLES	7/25/2013	370.00
378902	HUBERT CO	POCKET CLING-IT	7/25/2013	367.11
378900	HERFF-JONES	US MAP - 3RD GRD (13-14)	7/25/2013	357.50
378706	POLUM, THERESE	CED-DEST IMAG-GLOBAL FUNDRAISING	7/16/2013	350.00
131400001	BERG, JENNIFER	REIMBURSE	7/3/2013	345.78
378525	CARTER, JILL	SUPPLIES-YOUTH & STAFF DAY	7/10/2013	339.08
131400006	GIBSON, JANE	REIMBURSE	7/3/2013	336.18

378731	ERIC ARMIN INC	BV-SUPPLIES 4TH GR-Carlson	7/18/2013	333.18
378599	INTERQUEST DETECTION CANINES OF MN	HS-SEARCH 1/2 DAY 6/25/13	7/11/2013	328.00
700341	QUALITY BLENDING	CMS FILTERS	7/29/2013	327.18
700342	QUALITY BLENDING	HS FILTERS	7/29/2013	327.06
378925	VIRCO INC	BV-TOTES FOR BUILDING	7/25/2013	326.04
378623	ROOT-O-MATIC	AD-SERVICE	7/11/2013	325.00
378734	IRON MOUNTAIN	DIST-RECORD STORAGE 7/13	7/18/2013	319.64
378603	JOHN DEERE LANDSCAPES	CMS-IRRIGATION SUPPLIES	7/11/2013	319.01
378517	ROTARY CLUB OF WAYZATA	DUES & MEALS	7/3/2013	317.00
131400069	SWENSON, KYLE	REIMBURSE	7/17/2013	313.91
700344	STATE SUPPLY CO, INC.	KL SINKS	7/29/2013	311.15
131400029	CHRISTOPHERSON, ALLAN	REIMBURSE	7/10/2013	311.14
378602	JOHN DEERE LANDSCAPES	HS-LANDSCAPE SUPPLIES	7/11/2013	310.41
378776	ALLEY, MONICA	REFUND	7/23/2013	301.45
131400066	SCHAEFBAUER, RODGER	REIMBURSE	7/17/2013	300.59
378483	ROTARY CLUB OF WAYZATA	DUES & MEALS	7/1/2013	300.00
378491	GASCH, BOB	GL-2ND GR STORY TELLING	7/2/2013	300.00
378536	FOREST LAKE HIGH SCHOOL	ATH-B V GOLF 5/4/13	7/10/2013	300.00
378743	MAHLER, CAROL	PROF SERV 6/27 & 7/19	7/18/2013	300.00
378737	KIDCREATE STUDIO	CED-CANDY CRAFT	7/18/2013	299.00
700343	QUALITY BLENDING	HS BIOSCAN TEST	7/29/2013	294.00
131400024	SUCANSKY, JOHN	REIMBURSE	7/3/2013	289.68
378760	PUBLIC STORAGE 08316	STORAGE 8/13	7/18/2013	289.00
378579	BECKER HIGH SCHOOL	ATH-SB TOURN 5/11/13	7/11/2013	280.00
378852	MN SCHOOL BOARDS ASSN - INS TRUST	DEDUCTIBLE BILLING STATEMENT	7/23/2013	276.40
378510	CENTER POINT ENERGY	SH-MODIFY GAS METER-BOILER PROJECT	7/3/2013	275.00
378705	PLATT, MARY	PROF SERV 5/13	7/16/2013	275.00
378488	DEMPSEY, JOHN	CED-BIKE REPAIR CLASS	7/2/2013	274.40
131400019	SAMARGIA, PETER	REIMBURSE	7/3/2013	273.48
700313	ANCHOR PAPER COMPANY	PAPER	6/30/2013	273.02
378526	CLAUSEN, MAXWELL	OFFICIAL-SEASON	7/10/2013	262.08
378723	BULLIS INSURANCE AGENCY LLC	CICC-GEN LIAB 7/11-7/14 POL#ENP0089560	7/18/2013	257.00
700296	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	252.00
131400047	WINDSOR, CYNTHIA	REIMBURSE	7/10/2013	243.57
131400061	JOHNSON, MICHAEL	REIMBURSE	7/17/2013	243.12
378608	LAWSON'S HOMESCHOOL	TEXTBKS & TESTING 12-13	7/11/2013	240.99
131400014	OGMAN, ELLEN	REIMBURSE	7/3/2013	240.69
378537	HEIRING, PAUL	PORTION-G GOLF BANQUET	7/10/2013	240.00
378626	TARGET COMMERCIAL INTERIORS	CSF-MATS	7/11/2013	237.00
700287	SCHMITT MUSIC CO	MUSIC CHOIR	6/30/2013	236.48
378745	MEDINA, CITY OF	CUL EXP-ROOM RENTAL 11/7/13	7/18/2013	235.00
131400034	GENDREAU, KRISTEN	REIMBURSE	7/10/2013	232.74
131400089	GASCH, DIANNE	REIMBURSE	7/31/2013	230.52
378606	LARSON CO, GUSTAVE A.	EMS-SUPPLIES	7/11/2013	229.38
378960	MEDICAL DISPOSAL SYSTEMS	MDE#10843 DIST-WASTE FEE	7/30/2013	228.05
378601	JEFF'S S.O.S. DRAIN AND SEWER CLEANING	EMS-LOCATE GYM STORM SEWER	7/11/2013	225.00
378624	SHIFFLER EQUIPMENT SALES, INC	CMS-SUPPLIES	7/11/2013	223.28
378504	TORAH ACADEMY	NON-PUBLIC TRANSPORT	7/2/2013	221.83
131400010	KOPECKY, KATHLEEN	REIMBURSE	7/3/2013	218.66
378475	LRP PUBLICATIONS	RENEW-LAW BRIEFINGS 6/13-5/14	7/1/2013	218.50
378543	MANN, MIKE	CED-PROF SERV 6/18/13	7/10/2013	215.00
378873	SHATTUCK-ST MARY'S SCHOOL	NON-PUBLIC TRANSPORT	7/23/2013	214.72
378964	PUMP & METER SERVICE, INC	MDE#10847 GW-UST REPAIR	7/30/2013	214.00
131400008	HANNON, JOSEPH	REIMBURSE	7/3/2013	210.59
378562	SHRED-N-GO	DAB-SHREDDING SERV	7/10/2013	208.62

378781	AUSTIN, SUZANNE	REFUND	7/23/2013	208.40
378968	UNIVERSAL ATHLETIC SERVICES INC	B LAX-T-SHIRTS	7/30/2013	203.40
700320	TEAM SPORTING GOODS, INC	FB HELMET RECONDS	6/30/2013	202.50
378538	KAUFMAN, RICK	FLC-SPRING FLING ENTERTAINMENT	7/10/2013	200.00
378561	SEVERSON, LAUREL	CED-PROF SERV	7/10/2013	200.00
378607	LAWSON'S HOMESCHOOL	TESTING 11-12	7/11/2013	200.00
378890	ACT, INC	LINKAGE REPORT-EXPLORE	7/25/2013	200.00
378898	GALE/CENGAGE LEARNING	HS-ANNUAL SUSCRPTION 7/1/13-6/30/14	7/25/2013	200.00
131400035	GIBSON, JANE	REIMBURSE	7/10/2013	196.63
378516	PROGRESSIVE BUSINESS PUBLICATION	AD-RENEW ADMIN PROF	7/3/2013	195.50
378529	ENDSLEY, WILL	SERVICE-PAPER CUTTER	7/10/2013	195.50
131400090	LACKNER, STACEY	REIMBURSE	7/31/2013	194.19
378913	MN SCHOOL PUBLIC RELATIONS ASSN	AD-MEMBERSHIP 8/1/13-7/31/14	7/25/2013	190.00
378541	MACKIN EDUCATIONAL RESOURCES	CMS-MEDIA CTR BKS	7/10/2013	189.30
378527	EDBLOM, SUE	SUPPLIES-SB BANQUET	7/10/2013	188.49
378640	IRS CENTER - UNITED STATES TREASURY	PAYROLL ACCRUAL	7/15/2013	182.00
378973	IRS CENTER - UNITED STATES TREASURY	PAYROLL ACCRUAL	7/31/2013	182.00
700330	TRIO SUPPLY CO	INV # 118131-00	7/19/2013	181.62
378578	AT&T MOBILITY	CSF-iPADS	7/11/2013	180.58
131400045	VICARY, LINDA	REIMBURSE	7/10/2013	179.15
378981	US DEPT OF EDUCATION	PAYROLL ACCRUAL	7/31/2013	178.73
131400002	BRADY-JOHNSON, JENNIFER	REIMBURSE	7/3/2013	177.08
700346	TEAM SPORTING GOODS, INC	TRAINER SUPPLIES	7/29/2013	175.70
131400092	ZIMMERMANN, ANDREA	REIMBURSE	7/31/2013	175.15
378746	METROPOLITAN PRINCIPALS' ACADEMY	CMS-MEMBERSHIP 13-14	7/18/2013	175.00
700306	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	171.00
378644	PERFORMANT RECOVERY INC	PAYROLL ACCRUAL	7/15/2013	168.22
131400062	KUENDIG, WILLIAM III	REIMBURSE	7/17/2013	165.07
378754	NATL FIRE PROTECTION ASSN	MDE#10868 RENEW MEMBERSHIP	7/18/2013	165.00
131400076	PROSSER, JOANNA	REIMBURSE	7/24/2013	164.51
131400037	LARSON, SARA	REIMBURSE	7/10/2013	162.72
378629	UNLIMITED SUPPLIES	DIST-SUPPLIES	7/11/2013	160.00
378829	HITESMAN & WOLD P.A.	PROF SERV 6/5/13	7/23/2013	160.00
131400007	GJESTVANG, RONDA	REIMBURSE	7/3/2013	155.00
700319	ORANGE TREE EMPLOYMENT SCREENING	SERVICES 2/20/2013-2/28/13	6/30/2013	154.50
378963	POSTMASTER	REPLENISH BULK MAIL ACCT	7/30/2013	152.85
131400025	WITTMAN, ROBERT	REIMBURSE	7/3/2013	151.84
378648	US DEPT OF EDUCATION	PAYROLL ACCRUAL	7/15/2013	151.40
378466	CPI - CRISIS PREVENTION INSTITUTE	CPI DUES 7/1/13-7/1/14	7/1/2013	150.00
378695	MADISON CENTER, THE	PROF SERV 6/13	7/16/2013	150.00
378744	MEDINA, CITY OF	B & G ROOM RENTAL 8/21/13	7/18/2013	150.00
378965	RICHFIELD HIGH SCHOOL	ATH-SB 4/27/13	7/30/2013	150.00
131400093	ANDERSON, CHACE	REIMBURSE	7/31/2013	142.98
378921	SUPREME SCHOOL SUPPLY CO	TEACHER PLANNERS	7/25/2013	141.63
378726	CONSOLIDATED PLASTICS CO	WMS ANTIFATIGUE MAT	7/18/2013	141.52
378544	MAXWELL MEDALS & AWARDS	CED-YOUTH RIBBONS	7/10/2013	141.50
131400087	RICHARDSON, LAUREN	REIMBURSE	7/25/2013	140.00
131400094	JAHN, ERIC	REIMBURSE	7/31/2013	138.00
378851	MIXMI BRANDS INC	WMS-YOGURT	7/23/2013	136.80
378774	ADVANCED PLACEMENT EXAMS	EXAMS	7/23/2013	136.00
131400012	MUSCOPLAT, DAVID	REIMBURSE	7/3/2013	135.60
378593	GOLDEN VALLEY SUPPLY CO	MDE#10869 GL-FIRE ALARM PARTS	7/11/2013	134.98
378761	RAINBOW PARTY ARTS	CED-BVHB-FACE PAINTING 7/30/13	7/18/2013	130.00
378557	PROFESSIONAL INTERPRETING	CONT SERV	7/10/2013	128.00
378755	N AMER ASSN OF EDUCATION NEGOTIATORS	MEMBERSHIP 13-14	7/18/2013	125.00

378914	PEACOCK PROMOTIONS	SURVIVOR PLAQUE	7/25/2013	124.83
378709	PREMIUM WATERS, INC	CSF-WATER DELIVERY	7/16/2013	121.58
378728	DRYWALL SUPPLY INC	SUPPLIES	7/18/2013	120.86
378861	PYSICK, CHERYL	REFUND	7/23/2013	120.85
378699	MN STATE HIGH SCHOOL LEAGUE	ATH-CHAMPIONSHIP MEDALS	7/16/2013	118.00
131400057	ERICKSON, COLLEEN	REIMBURSE	7/17/2013	116.96
378502	STAPLES	AD-SUPPLIES	7/2/2013	114.57
378560	SALEM LUTHERAN	NON-PUBLIC TRANSPORT	7/10/2013	114.16
700297	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	114.00
131400081	GIMSE, SARA	REIMBURSE	7/25/2013	112.16
378863	RASMUSSEN, PAUL	REFUND	7/23/2013	110.90
378697	MERZER M.A., L.P., SHEILA	PROF SERV 6/28	7/16/2013	110.00
131400056	CRIST, CAMRY	REIMBURSE	7/17/2013	110.00
378941	ACE SUPPLY CO, INC	HS-SUPPLIES	7/30/2013	107.04
700315	COMMAND CENTER INC	SERVICE	6/30/2013	102.40
378643	NEW YORK LIFE	PAYROLL ACCRUAL	7/15/2013	102.25
378976	NEW YORK LIFE	PAYROLL ACCRUAL	7/31/2013	102.25
700328	SCHOOL SPECIALTY	KINDERGARTEN SUPPLIES	7/19/2013	101.13
378977	PERFORMANT RECOVERY INC	PAYROLL ACCRUAL	7/31/2013	100.93
378920	STATE OF MN-DEPT LABOR & INDUSTRY	MDE#19489 WMS-ELEVATOR ANNUAL OPERATION FEE	7/25/2013	100.00
131400031	DOUGHTY, ROSANNE	REIMBURSE	7/10/2013	99.53
131400009	HEGLAND, AMBER	REIMBURSE	7/3/2013	98.46
378848	MDIVANI, YELENA	REFUND	7/23/2013	96.10
700326	SCHOOL SPECIALTY	SUPPLIES 2ND GRD	7/19/2013	93.80
378847	MAYER, GARY	REFUND	7/23/2013	93.70
378574	ALLINA HOSPITALS&CLINICS/OCCMED	MDE#10850 HEALTH #70000880	7/11/2013	92.00
131400046	WELK, JENNIFER	REIMBURSE	7/10/2013	91.19
131400004	DUBBS, ANGIE	REIMBURSE	7/3/2013	90.63
378635	WISNEWSKI, LORI	YEARBOOK REFUND	7/11/2013	90.00
131400021	SHEPARD, TYLER	REIMBURSE	7/3/2013	89.72
378721	ASSN FOR SUPERVISION & CURR. DEV	GW-MEMBERSHIP 13-14	7/18/2013	89.00
378792	CHEN, MEILAN	REFUND	7/23/2013	88.45
131400044	TUMA, KRISTINE	REIMBURSE	7/10/2013	88.14
131400064	MERTESDORF, CHRIS	REIMBURSE	7/17/2013	88.00
378583	CITI-CARGO & STORAGE	DOMESTIC STORAGE	7/11/2013	87.00
378928	APPLE INC	BLANKET PO FOR APPLE REPAIRS FOR 12/13	7/25/2013	86.80
131400083	HINTSALA, JULIE	REIMBURSE	7/25/2013	84.69
378591	FERGUSON ENTERPRISES, INC #1657	EMS-SUPPLIES	7/11/2013	83.75
131400084	JACOBS, DONNA	REIMBURSE	7/25/2013	81.00
378496	MN SCHOOL PUBLIC RELATIONS ASSN	PUBLICATION AWARDS-2 CATEGORIES	7/2/2013	80.00
378766	SYKES, SCOTT	REIMBURSE	7/18/2013	79.96
700307	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	78.00
378819	GOSPODAREK, GRETCHEN	REFUND	7/23/2013	75.10
378528	EDINA BOYS SWIMMING AND DIVING	ATH-B S & D 12/27/12	7/10/2013	75.00
131400080	DINGMANN, HARRY	REIMBURSE	7/25/2013	75.00
378609	LONG LAKE TRUE VALUE	GL-SUPPLIES	7/11/2013	74.98
131400078	ANDERSON, MARY	REIMBURSE	7/25/2013	74.42
378866	REESE, CHRISTINE	REFUND	7/23/2013	73.95
131400043	TOLLISON, KRISTIN	REIMBURSE	7/10/2013	73.35
378810	FISCHER, SCOTT	REFUND	7/23/2013	72.90
131400042	STEVENSON, SANDRA	REIMBURSE	7/10/2013	72.55
700288	SCHMITT MUSIC CO	BAND REPAIR	6/30/2013	72.45
131400026	ANDERSON, MARY	REIMBURSE	7/10/2013	71.75
378482	MN SCHOOL-AGE CHILD CARE ALLIANCE	CED HB-DUES 13-14	7/1/2013	70.00
378495	MN SCHOOL BOARDS ASSN	ELECTION TRAINING WEBINAR	7/2/2013	70.00

378858	ON SITE SANITATION	CED-HS #3568 TIPPED UNIT	7/23/2013	70.00
131400017	RICHARDSON, LAUREN	REIMBURSE	7/3/2013	70.00
131400028	CADE, LORI	REIMBURSE	7/10/2013	66.45
378553	PEPPER & SON INC., J. W.	CMS-ORCH MUSIC	7/10/2013	65.93
378765	SUPREME SCHOOL SUPPLY CO	TEACHER PLANNER	7/18/2013	64.94
378658	BROCK WHITE CO, LLC	HS TRACK SUPPLIES	7/16/2013	64.60
131400049	FELAND, KARLA	REIMBURSE	7/12/2013	63.37
131400070	WESTRUM, JAMES	REIMBURSE	7/17/2013	62.15
378891	APPLE INC	BLANKET PO FOR APPLE REPAIRS	7/25/2013	61.85
131400067	SHERWOOD, JAIME	REIMBURSE	7/17/2013	61.75
378830	HLYWKA, SUE	REFUND	7/23/2013	61.20
131400088	BRANNAN-MERRITT, KATHLEEN	REIMBURSE	7/31/2013	60.14
378867	REIMERS, ROBERT	REFUND	7/23/2013	60.05
378559	RYAN, MICHELLE	SUPPLIES-SENIOR DAY & STAFF DAY	7/10/2013	57.97
131400091	PRONDZINSKI, JEFF	REIMBURSE	7/31/2013	57.25
378556	PREMIUM WATERS, INC	BLANKET PO FOR PREMIUM WATERS	7/10/2013	57.00
378818	GOETZ, MAURA	REFUND	7/23/2013	56.65
131400077	TORDEUR, SCOTT	REIMBURSE	7/24/2013	56.54
378827	HEWITT, SANDY	REFUND	7/23/2013	56.30
378814	FRANCIS, KAREN	REFUND	7/23/2013	55.65
700317	MEI - MINNESOTA ELEVATOR INC	MDE#10866 HS EMERGENCY LIGHTS	6/30/2013	54.31
700318	MEI - MINNESOTA ELEVATOR INC	MDE #10866 HS EMERGENCY LIGHTS	6/30/2013	54.31
378874	SHEN, MICHELLE	REFUND	7/23/2013	53.10
700289	SCHMITT MUSIC CO	BAND REPAIR	6/30/2013	52.87
131400018	ROBINSON, DIANE	REIMBURSE	7/3/2013	50.96
378811	FLOE, ELIZABETH	REFUND	7/23/2013	50.00
131400060	JANECEK, AMY	REIMBURSE	7/17/2013	50.00
378798	EDEN, DELRAE	REFUND	7/23/2013	49.75
378822	HALVORSON, KATHY	REFUND	7/23/2013	49.35
131400052	SCHEUER, JAMES	REIMBURSE	7/12/2013	47.94
378897	FERGUSON ENTERPRISES, INC #1657	EMS-SUPPLIES	7/25/2013	45.01
378803	FARQUHAR, MARY	REFUND	7/23/2013	45.00
131400038	MERZ, IRENE	REIMBURSE	7/10/2013	44.92
378520	ANGELL, BARB	SUPPLIES-SENIOR DAY	7/10/2013	44.56
378889	YU, BONNIE	REFUND	7/23/2013	44.00
378630	VIKING ELECTRIC SUPPLY, INC	GW-SUPPLIES	7/11/2013	42.51
131400048	CHRISTOPHERSON, ALLAN	REIMBURSE	7/12/2013	42.50
378836	JAQUA, PATTIE	REFUND	7/23/2013	40.85
131400023	SOMMERFELD, SUSAN	REIMBURSE	7/3/2013	40.68
378911	METRO ECSU-REGION 11 IDS #920	SP ED CONF 10/13	7/25/2013	40.00
378474	KIPLINGER'S RETIREMENT REPORT	RENEW-SUBSCRIPTION-1 YR	7/1/2013	39.95
378934	FRANCIS, MARIA	REFUND	7/25/2013	39.30
131400032	DUBBS, ANGIE	REIMBURSE	7/10/2013	39.27
378825	HEIRING, PAUL	REFUND	7/23/2013	39.15
131400041	SKALLAND, AMANDA	REIMBURSE	7/10/2013	38.87
378828	HEYDA, KENNETH	REFUND	7/23/2013	38.80
131400040	SHANNON-ANDERSON, KARI	REIMBURSE	7/10/2013	38.65
378656	BONINE, SUSAN	HS-FOUND CLICKER	7/16/2013	38.00
378659	BUECHELE, CONSTANCE	HS-REFUND-LOST CLICKER	7/16/2013	38.00
378849	MILLER, BARB	REFUND	7/23/2013	37.50
131400005	EASTON, CHRISTINE	REIMBURSE	7/3/2013	36.72
700308	AIRPORT TAXI, INC	TRANSPORT	6/30/2013	36.00
378919	STAPLES	BV-SUPPLIES	7/25/2013	35.99
700286	SCHMITT MUSIC CO	BAND REPAIR	6/30/2013	35.65
131400020	SCHNECKLOTH, JANELLE	REIMBURSE	7/3/2013	35.19

131400074	JACOBS, DONNA	REIMBURSE	7/24/2013	35.00
131400065	ROEHL, THOMAS	REIMBURSE	7/17/2013	34.86
378816	GANZER, NANCY	REFUND	7/23/2013	33.05
378857	OGLE, SHARI	REFUND	7/23/2013	32.95
378864	REAUME, NORMA	REFUND	7/23/2013	32.60
131400059	HARREN, KIMBERLY	REIMBURSE	7/17/2013	32.09
378844	LEONE, NORA	REFUND	7/23/2013	32.00
378703	PETCO ANIMAL SUPPLIES, INC	ALC-NON-INST SUPPLIES	7/16/2013	31.96
378888	WILSON, ROB	REFUND	7/23/2013	31.70
131400096	SWANSON, ANIKA	REIMBURSE	7/31/2013	31.31
131400055	BUCHMAN, SANDRA	REIMBURSE	7/17/2013	30.62
378820	GUSTAFSON, BOB	REFUND	7/23/2013	30.45
378882	TAGLIERE, JULIA	REFUND	7/23/2013	29.70
378872	SCHULKE, JULIE	REFUND	7/23/2013	29.20
131400073	FOLTZ-RINGSTROM, SHARON	REIMBURSE	7/24/2013	29.15
378813	FOWLEY, ROBERT	REFUND	7/23/2013	29.00
378945	FERGUSON ENTERPRISES, INC #1657	GL-SUPPLIES	7/30/2013	28.97
378877	SROKA, CHERI	REFUND	7/23/2013	28.92
131400071	WILLIAMS, CARRI	REIMBURSE	7/17/2013	28.82
378865	REAUME, NORMA	REFUND	7/23/2013	28.35
378558	R & J LASERWORKS, LLC	AWARDS-B GOLF	7/10/2013	27.50
378616	PAINTERS GEAR INC	SUPPLIES	7/11/2013	27.35
378916	PREMIUM WATERS, INC	PC-WATER COOLER RENTAL 7/13	7/25/2013	27.00
378971	WESTSIDE WHOLESALE TIRE, INC	JUNK TIRE DISPOSAL	7/30/2013	27.00
378855	NICKLOW, MARGARET	REFUND	7/23/2013	26.25
131400053	WESTRUM, JAMES	REIMBURSE	7/12/2013	25.91
378843	LARSON, KAY	REFUND	7/23/2013	25.15
131400058	GANJE, KEVIN	REIMBURSE	7/17/2013	24.99
378842	LAKE, DAVID	REFUND	7/23/2013	24.60
378783	BALAGUERA, SANDRA	REFUND	7/23/2013	24.15
378812	FORD, LORI	REFUND	7/23/2013	23.75
378839	KIM, YOUNG	REFUND	7/23/2013	23.20
378785	BINGER, MICHAEL	REFUND	7/23/2013	22.85
378876	SPURLOCK, JULIE	REFUND	7/23/2013	22.85
378859	PICARD, PAULA	REFUND	7/23/2013	22.80
378918	SPIRITWEAR USA	CUL EXP-APPAREL	7/25/2013	22.35
378784	BAUER, STACEY	REFUND	7/23/2013	21.95
378823	HATFIELD, DIANE	REFUND	7/23/2013	21.50
131400095	SCHEUER, JAMES	REIMBURSE	7/31/2013	21.46
131400050	GIMSE, SARA	REIMBURSE	7/12/2013	21.12
378505	WAYZATA CHAMBER OF COMMERCE	LUNCHEON 5/16/13 CE	7/2/2013	20.00
378764	SUPER TEACHER WORKSHEETS	BV-MEMBERSHIP 13-14	7/18/2013	19.95
378791	CASTILLO, CECILIA	REFUND	7/23/2013	19.35
378835	JACOBSON, ANN	REFUND	7/23/2013	19.20
378795	CROSS, LAURIE	REFUND	7/23/2013	18.25
131400039	NEISS, KAREN	REIMBURSE	7/10/2013	17.82
378817	GILPIN, VALORY	REFUND	7/23/2013	17.80
131400015	PETERSON, LINDA	REIMBURSE	7/3/2013	16.39
378845	LOURICAS, ALEXIS	REFUND	7/23/2013	16.15
378540	LIFE INSURANCE CO OF NORTH AMERICA	SUP LIFE PMT	7/10/2013	16.00
131400063	LABOWITCH, KATHRYN	REIMBURSE	7/17/2013	15.71
378955	HOUGHTON MIFFLIN CO LLC	SH-BKS	7/30/2013	14.47
378801	FAGRE, CONSTANCE	REFUND	7/23/2013	14.45
378833	INGRAM LIBRARY SERVICES	CMS-MEDIA CTR BKS	7/23/2013	14.37
378826	HEITKAMP, MARY	REFUND	7/23/2013	14.35

**WAYZATA PUBLIC SCHOOLS
WIRE TRANSFER, EFT AND ACH ACTIVITY
JUNE 2013**

FROM	TO	DATE	AMOUNT
Wells Fargo-Checking	Wells Fargo-Payroll	Multiple	\$8,160,803
Wells Fargo-Checking	Federal P/R Taxes	6/3/2013	\$897,774
	Federal P/R Taxes	6/17/2013	\$1,195,512
	Federal P/R Taxes	6/24/2013	\$2,488,248
Wells Fargo-Checking	State P/R Taxes (MN)	6/3/2013	\$144,057
	State P/R Taxes (MN)	6/17/2013	\$196,457
	State P/R Taxes (MN)	6/24/2013	\$417,625
Wells Fargo-Checking	Delta Dental - Dental Claims	Multiple	\$86,114
Wells Fargo-Checking	Preferred One - Health Claims	Multiple	\$1,277,781
Wells Fargo-Checking	Wells Fargo Commercial Card - Purchase Card Program	Multiple	\$410,585
Wells Fargo-Checking	Corporate Health Systems - Flex Benefits	Multiple	\$138,167
Wells Fargo-Checking	Preferred One - Broker/Reinsurance Fees	6/13/2013	\$79,137
Wells Fargo-Checking	Payroll Vendors (TRA, EBC, MSRS, etc.) - Electronic Payments	Multiple	\$2,130,310
Wells Fargo-Checking	District Employees - Expense Reimbursement	Multiple	\$44,206
Wells Fargo-Checking	Commerce Bank/Control Pay - Electronic A/P	Multiple	\$15,293
Wells Fargo-Checking	MN Department of Revenue - Sales & Use Tax Payment	6/24/2013	\$753
Wells Fargo-Checking	Neopost - Replenish Postage Meter	Multiple	\$1,000
Wells Fargo-Checking	MN State Retirement System - 457 Plan/HSA Contributions	6/14/2013	\$83,206
Hennepin County	PMA/MN Trust - Property Tax Settlement	6/5/2013	\$12,735,696
Commerce Bank	Wells Fargo-Checking - Revenue Share Payment (Control Pay)	6/20/2013	\$321
District Retirees	Wells Fargo-Checking - Health Insurance Premiums	6/28/2013	\$37,691
MN Trust/PMA	Wells Fargo-Checking - Investment/Operating Funds	Multiple	\$17,950,000
State of Minnesota	PMA/MN Trust - State Aid Payments	Multiple	\$665,831
Custom Home Builders	Wells Fargo-Checking - Sale of Land	6/26/2013	\$2,889,790
U.S Bank Trust	Wells Fargo-Checking - Withdrawal from OPEB Trust	6/17/2013	\$971,046
U.S Bank Trust	Wells Fargo-Checking - Reimbursement of C.O.P. Expenditures	6/27/2013	\$3,168,457
TOTAL ACTIVITY - JUNE 2013			\$56,185,860

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

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

ITEM: G. Human Resource Recommendations

COMMENTS BY: Ms. Annie Doughty

Employment

Kristi Benthin 0.4 Speech Clinician Central Middle
Resignation – Lacey Labarge

Troy Bergmann 1.0 3rd Grade Teacher Gleason Lake
Transfer – Rebecca Rysted

Andrew Bischoff 1.0 5th Grade Teacher Gleason Lake
Transfer – Cathy Breyer

Jean Gentile 1.0 3rd Grade Teacher Oakwood
Transfer – Carrie Lunetta

Kaitlin Hallett-Pugh 1.0 Social Studies LTR 1st Semester High School
Leave of Absence – Dan Goodrich

Alissa King 1.0 5th Grade Teacher Oakwood
Transfer – Jeff Miller

Matthew Mosiman 1.0 Social Studies LTR Central Middle
Leave of Absence – Lindsay Seim

Sean Padden .5 Physical Education/Health Teacher Central Middle
New Position

Sara Romanow 5 Hour Paraprofessional Gleason Lake
New Position

Alison Ryan .584 Spanish Teacher Central Middle
Non-renew

Jennifer Schmidt 1.0 Kindergarten Teacher Greenwood
Resignation – Bridget Powell

Christina Strey .917 Communications Teacher Central Middle
Transfer – Brittani Matzke

Amy Wetterlin .5 Spanish Teacher West Middle
Transfer – Megan Budke

Stefan Wolf 6.5 Hour Paraprofessional High School
Transfer – Laura Heise

Contract Modification

Sara Johnson Kindergarten, Oakwood From .5 to 1.0

Julie Schneider Literacy Academic Intervention, Greenwood From .7 to 1.0

Beth VanOrsow 3rd Grade, Sunset Hill From .5 to 1.0

Heather Zenzen Math Intervention, Birchview From .5 to .6

Leave of Absence

Sara Eickhoff, Gleason Lake 3rd Grade Teacher, has requested a leave of absence beginning approximately December 16, 2013 through April 4, 2014.

Brooke Gibbs, Birchview 3rd Grade and Reading Intervention Teacher, has requested a leave of absence from approximately December 15, 2013 through the end of the 2013-2014 school year.

Jennifer McIlmoyle, High School Communications Teacher, has requested a leave of absence from August 26, 2013 through November 6, 2013.

Elizabeth Seeland, Spanish Teacher at Birchview & Plymouth Creek, has requested a leave of absence from approximately November 26, 2013 through January 31, 2014.

Resignation

Jason Andersen, Plymouth Creek Achievement Intervention Specialist, has resigned his position effective July 15, 2013.

Bryan Bjorlin, Birchview and Greenwood Home Base Assistant, has resigned his position effective August 16, 2013.

Cory Fusco, High School Math Teacher, has resigned his position effective July 8, 2013.

Caitlin Hill, Greenwood Home Base Assistant, has resigned her position effective August 16, 2013.

Margaret Karschnik, Greenwood Paraprofessional, has resigned her position effective July 30, 2013.

Daniel Liska, Administration Building Custodian, has resigned his position effective July 19, 2013.

Jeff Metzler, East Middle Math Teacher, has resigned his position effective August 12, 2013.

Sophia Raffaele, Central Middle Paraprofessional, has resigned her position effective July 30, 2013.

Berene Ruffin, Greenwood Home Base Instructor, has resigned her position effective August 16, 2013.

Tanya Rustad, Greenwood Home Base Assistant, has resigned her position effective July 26, 2013.

Dave Snuggerud, East Middle Math Teacher, has resigned his position effective August 12, 2013.

Adam Tweet, West Middle Paraprofessional, has resigned his position effective July 30, 2013.

Sandra Woodhull, East Middle Art Teacher, has resigned her position effective July 29, 2013.

Jamal Zollicoffer, High School Paraprofessional, has resigned his position effective July 29, 2013.

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 – August 12, 2013

AGENDA SECTION: 3. STUDENT CURRICULUM PRESENTATION

ITEM: _____

COMMENTS BY: Dr. Jill Johnson

There is no student presentation this evening.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 4. RECOGNITIONS

ITEM: A. Employee of the Month – July 2013

COMMENTS BY: Superintendent Anderson

The **Buildings and Grounds Department** is pleased to recommend **Jordan Kern** as the July Employee of the Month. Jordan is currently the Elementary Night Lead at Birchview Elementary School and has worked for the Buildings and Grounds Department since 2008 in various night positions. His unsurpassed commitment to excellence has earned the respect and gratitude of his colleagues, staff and district administration.

This past year, Jordan has provided leadership to make sure building users and occupants have what they need. He has a great "can do" attitude that is very contagious for anyone who has worked with him. This attitude was never more prevalent than at the end of the school year, when Jordan was able to coordinate event set-ups, daily cleaning, maintenance and summer project moves while filling in for his head custodian. He has a great understanding of what it takes to do a good job. That understanding, coupled with his "can do" attitude, is why Jordan is being honored as Wayzata Public School's Employee of the Month for July. Congratulations, Jordan!

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 4. RECOGNITIONS

ITEM: B. Employee of the Month – August 2013

COMMENTS BY: Superintendent Anderson

The District Administration Building Team is proud to recommend Jim Westrum, Executive Director of Business and Finance, as the August Employee of the Month. Jim was recently recognized by his peers as the 2013 Minnesota School Business Official of the Year. He is widely known at the local, state and national level for his commitment to operational excellence in school business management and his passion for student achievement.

During his five years in this position, Jim has contributed in many ways. He has provided exemplary financial management of the district's resources. The district was able to navigate through some very challenging economic times without engaging in significant program reductions. His management of general operating funds and other district accounts has allowed the district to maintain a AAA bond rating since 2008.

Jim has also been instrumental in creating plans to address the school district's pressing enrollment and facility needs. He worked in cooperation with the district's Legislative Action Committee and other staff in securing early qualification for a program titled "Alternative Facilities" allowing the district to initiate significant refurbishment of district facilities. He also continues to work closely with an architectural firm on a comprehensive facilities review to address the district's facility needs.

Jim keeps the interests and needs of each and every student at the "front and center" of his work; never losing sight of why we all show up every day. Jim is ever-humble and never seeks credit or accolades for anything. However, much of the district's program excellence and the quality of our students' learning experiences are to the credit of Jim's expertise and extreme talent. Thank you, Jim, for your excellent work!

Congratulations to Jim!

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 5. REPORTS FROM ORGANIZATIONS

ITEM: _____

COMMENTS BY: Board Chair Droegemueller

This section of the agenda provides an opportunity for parent, teacher, and/or student associations/organizations to provide the School Board with reports/updates.

There are no reports.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: A. Superintendent

COMMENTS BY: Superintendent Anderson

1. **Board Policies and Regulations 212 and 212-R – “Public Participation in School Board Meetings” – Second Reading and Adoption**

Board Policy and Regulations 212 and 212-R – “Public Participation in School Board Meetings” were reviewed by board members and administrative personnel at the board work session on June 24, 2013 and made several changes to maintain consistency throughout the documents.

All policies are reviewed on a 5 year rotation; however, policies that need immediate updating are brought to the board for action at that time.

RECOMMENDED ACTION: Approve for second reading and adoption Board Policy 212 – “Public Participation in School Board Meetings” as recommended.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

**PUBLIC PARTICIPATION IN SCHOOL
BOARD MEETINGS**

POLICY: 212

The School Board ~~recognizes the values~~ the of participation of by the public in deliberations and decisions on School District matters. The Board invites such participation through a variety of means, including the opportunity for members of the public to speak to the full board. ~~At the same time, the School Board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.~~ The purpose of this policy is to assure open, efficient, and orderly public discussion participation at meetings, while protecting the due process and privacy rights of individuals under the law. ~~It is the policy of the School Board to encourage discussion by citizens of subjects related to the management of the School District at School Board meetings and work sessions.~~

The School Board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate participation ~~free discussion~~ by all interested parties. ~~The School Board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.~~ Accordingly, the School Board designates the regular monthly board meeting as the routine venue for public comments. The Board may also choose, on occasion and with notice to the public, to designate additional meetings or events at which the public is invited to address the board. The Board may also hold meetings at which the public will not normally be provided time to speak, although the public may attend the meeting; an example is the monthly work session.

The Board ensures the protection of individual rights during public commentary. All citizens, including students, of the School District have a right to an opportunity to be heard by the School Board, within the limits of the law, and this policy, and ~~subject to~~ reasonable time, place, and manner restrictions. ~~Among the rights available to the public also has~~ is the right to access public data, as provided by Minnesota Statutes.

**PUBLIC PARTICIPATION IN SCHOOL BOARD
MEETINGS AND WORK SESSIONS**

**POLICY: 212
PAGE: 2**

School District employees and School District students have a legal right to privacy related to matters which may come before the School Board, as provided by Minnesota Law.

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

- Legal References:***
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 - Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
 - Minn. Stat. § 13D.05 (Open Meeting Law)
 - Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
 - Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
 - Minn. Stat. § 122A.40 Subd. 14 (Teacher Discharge Hearing)
 - Minn. Stat. § 122A.44 (Contracting with Teachers)
 - Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
 - Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 - Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
 - 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
 - Minn. Op. Atty. Gen. 852 (July 14, 2006)

ADOPTED: March 18, 1996
AMENDED: November 8, 2004
AMENDED: February 11, 2008
SECOND READING: August 12, 2013

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

**PUBLIC PARTICIPATION IN SCHOOL
BOARD MEETINGS**

REGULATIONS: 212-R

The following procedures will be utilized to facilitate public participation in regular School Board meetings. The School Board will provide a specified period of time at the Board's regular monthly meeting where citizens may address the School Board on any topic, subject to the limitations of Policy 211. The School Board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

1. Citizens who wish to speak ~~have a subject discussed~~ at a public School Board meeting ~~are encouraged to~~ may do so in one of the following ways: 1) notify the Superintendent's office in advance of the School Board meeting; ~~The citizen should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.~~ 2) notify a member of the board or staff prior to the start of the meeting; or 3) stand and state their wish to address the board when the Board Chair extends the invitation to speak to the audience at the appropriate time on the agenda. All speakers will be asked to complete a form indicating the topic or agenda item to which their comments relate, their name, address, and affiliation with a group (if applicable.)
2. Citizens who ~~wish to~~ address the School Board ~~on a particular subject~~ should open their comments by stating identify and the subject or agenda item(s) to which their comments pertain, their name, address, and affiliation with a group (if applicable.)
3. The School Board Chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the Chair are allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the School Board, or the proceedings may be directed to leave.
4. Comments by individual speakers are normally limited to a maximum of three to five minutes. The School Board retains the discretion to limit discussion of comments on any agenda item or topic to a reasonable period of time, as determined by the School Board. ~~If a group or organization wishes to address the School Board on a topic, the School Board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.~~
5. ~~Matters proposed for placement on the agenda~~ raised by a public speaker which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered

in public, but shall be processed as determined by the School Board in accordance with governing law.

6. The School Board Chair shall promptly rule out of order any discussion by any person, including School Board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the School Board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the School Board.
8. Depending upon the number of persons in attendance seeking to be heard, the School Board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.
9. Public speakers at the Regular Board Meeting will be identified in the formal minutes and the remarks will be televised as part of the proceedings.

EFFECTIVE: February 11, 2008
REVIEWED: August 12, 2013

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: A Superintendent

COMMENTS BY: Superintendent Anderson

2. PLANS FOR OUR GROWING ENROLLMENT

The Wayzata Public Schools has been engaged in a comprehensive facilities review that has included years of discussion and planning. This planning has been separated into three Phases: 1) Phase I: Infrastructure, 2) Phase II: Elementary Capacity, and 3) Phase III: Secondary Capacity and Educational Adequacy. Phases II and III relate to and are in response to increasing resident student enrollment growth. Facility responses to this increasing growth are evolving and nearing readiness for a recommendation to the school board. The purpose of this presentation is to review and summarize the enrollment growth for the school board. Additionally, the presentation seeks to increase community awareness about the growing number of students that will be residing in our school district during the coming decade. Further, it is intended to ensure that the school board fully understands the anticipated resident student enrollment growth anticipated in the next ten years and recognizes the need for expanding student capacity based on these projections.

The administration has been working closely with an architectural and engineering firm on all three phases of the facilities planning. The district’s anticipated enrollment changes have been calculated through the use of a respected consultant and by doing a housing and demographic study with a respected organization. In addition, school district officials have been working closely with the city officials from all of our district’s communities as well as with residential developers and home builders. Further, the school board and the school board facility committee have engaged in a number of discussions regarding the current status of facilities, the resident enrollment projections, and some preliminary facility response concepts.

Collectively, the end result is that the district can expect, and must plan for, many new students during the next decade; possibly up to 900 more high school students and a significant number of additional elementary and middle school students. Further, recent legislation that will provide state-funded all-day kindergarten starting with the 2014-2015 school year will further challenge elementary facilities when providing space for this additional kindergarten programming.

RECOMMENDED ACTION: Direct the superintendent to prepare a comprehensive facility recommendation and proposed funding model to be presented at the September 9, 2013 school board meeting. This recommendation should be designed and presented as a facility and capacity response to the school district's anticipated resident enrollment growth and the board's decision to move forward with offering state-funded all-day kindergarten beginning with the 2014-2015 school year.

Motion by: _____ YES _____ Passed _____

Second by: _____ VOTE _____ Failed _____

Abstentions _____

Plans for our Growing Enrollment

More Students = More Needs

August 12, 2013

School Board Presentation



Excellence. For each and every student.

Superintendent's Preliminary Recommendation for Consideration

- The administrative team, working in cooperation with Wold Architects and Engineers, will make a presentation at the **August 12, 2013** school board meeting to provide an overview for the community regarding **student growth and capacity challenges** of the school district.



Excellence. For each and every student.

Three Phase Facility Plan

Three year process began 2010:

- Phase I: Infrastructure (approved, funded and underway)
 - Deferred maintenance and asset preservation
- Phase II: Elementary Capacity (approved, funded and underway)
 - Attendance area changes
 - Additions to Greenwood, Oakwood and Sunset Hill
- Phase III: Secondary Capacity and Educational Adequacy (current discussion)
 - Address significant enrollment growth and capacity needs
 - Consider the educational adequacy of existing facilities



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Community Involvement

- Community Task Force on Facilities
- Citizen's Finance Advisory Committee
- Legislative Action Committee
- Community survey
- Youth and community organizations
- Presentations at school PTA Meetings



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District and Expert Involvement

- District administration
- Staff and students
- Buildings and Grounds Department
- Phase II Facilities Committee
- Board Facilities Committee
- Minnesota Department of Education
- Demographic/enrollment experts (Hazel Reinhardt, TIES)
- Municipalities (Plymouth, Medina, Wayzata, and other Communities of the District)
- Financial experts (Ehlers)
- Architectural and engineering experts (Wold Architects and Engineers)



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Enrollment Impact on Facilities

Resident enrollment anticipated to **increase twice as fast** in next ten years as in past ten years

- **More** births
- **More** housing : 1200 new homes in past four years; another 1600 new homes in next four years
- **More** students in the middle schools moving to the high school
- **More** turnover of “empty-nester” homes in southern part of district



Excellence. For each and every student.

Enrollment Trends

Wayzata High School Enrollment 2006-2022: Actual and Projections

Enrollment projections provided by Hazel Reinhardt Consulting.



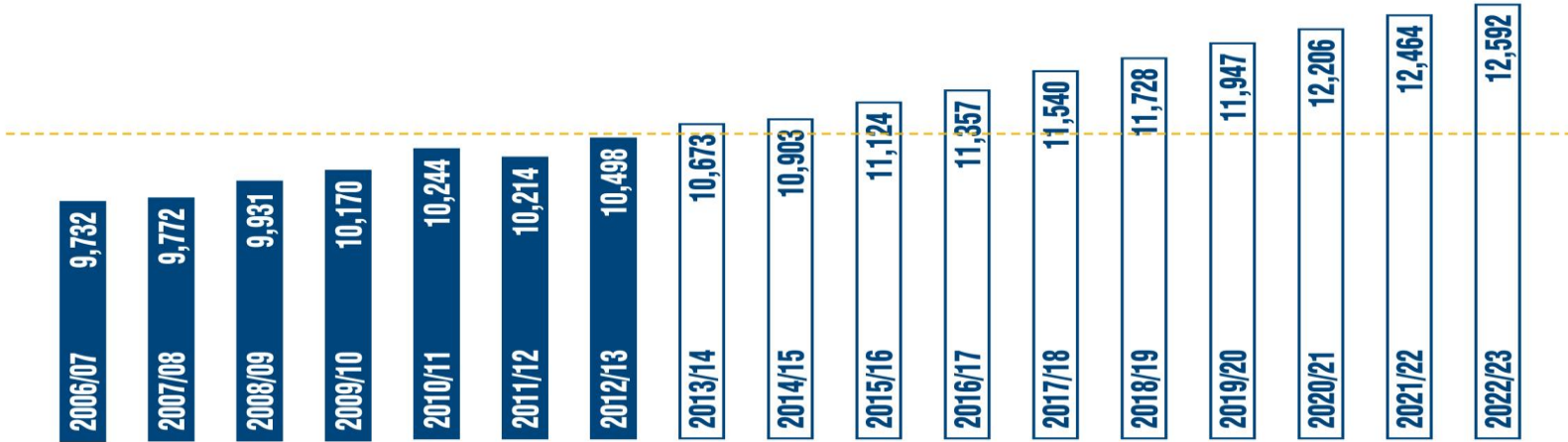
Excellence. For each and every student.

Enrollment Trends

Wayzata K-12 Enrollment 2006-2022: Actual and Projections

Enrollment projections provided by Hazel Reinhardt Consulting.

- Actual enrollment
- Future projections
- Facility Capacity (10,569)



Excellence. For each and every student.

Housing Developments are Booming



- 1,200 new homes have been built over the past four years.
- At least another 1,600 homes are projected in the next four years.



Excellence. For each and every student.

Student Capacity Issues

- Most District schools **currently at capacity**, including high school
- High school **projected to grow** by as many as 900 students in the next ten years
 - Incoming classes from three middle schools to Wayzata High school are 50-100 students larger than past classes
- State-Funded All-Day Kindergarten will create the need for **14-16 additional elementary classrooms**



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More Students = More Needs

Additional space for students needed at all levels

- Significantly more families moving into district
- High school is currently at capacity which is maximizing current classrooms and co-curricular facilities
- Larger classes in middle schools moving to high school
- Most elementary schools are currently at or near capacity
- All-day Kindergarten will be state-funded in 2014

Increasing pressure on district infrastructure

- Security and technology needs



Excellence. For each and every student.

Possible funding sources/tools

- Existing operating and/or capital budget
- Existing Alternative Facilities funds
- Existing technology levy
- Issue long-term debt
 - Voter-approved bonds
 - Capital bonds



Excellence. For each and every student.

Recommended Board Review Process

August 12: Discuss enrollment growth, capacity issues and infrastructure needs

September 9: Review detailed plan for capacity, facility and infrastructure needs, including proposed funding method

October 14: Take action to address growing enrollment, facilities and infrastructure needs



Excellence. For each and every student.

Summary

We have **needs**

- Additional space for students needed at all levels
- Increasing pressure on district infrastructure

We have **funding tools**

- Existing and new sources

We have **next steps**

- August, September, October board discussions and decision



Excellence. For each and every student.

Superintendent's Preliminary Recommendation for Consideration

- A second presentation, following **board discussion at the August 26, 2013** board work session and if so directed by the school board, will be delivered at the **September 9, 2013** school board meeting. This presentation will provide **a detailed plan designed to respond to the capacity and facility needs of the school district.** A **proposed funding method** and model will also be presented at the September school board meeting.



Excellence. For each and every student.

Superintendent's Preliminary Recommendation for Consideration

- Finally, as noted above, it is recommended that the school board make a **final decision** at the **October 14, 2013** school board meeting on how it will move forward to address student enrollment and capacity challenges in the future.



Excellence. For each and every student.

Questions, Comments, and Discussion

58



Excellence. For each and every student.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: B. Teaching and Learning

COMMENTS BY: Dr. Jill Johnson

There are no items for this section this evening.

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: C. Finance and Business Services

COMMENTS BY: Mr. Westrum

1. **Monthly Financial Reports**

Enclosed for School Board review and information are the following financial reports:

- Monthly Financial Report, which details fund and budget status data will be shared once the audit is completed.
- Student Activity Fund Report of June 2013.

No School Board action is required.

Wayzata Public Schools											
Student Activity Fund Summary											
June 2013											
PROGRAM/LOCATION : MISCELLANEOUS											
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	Balance as Of 06/30/12	FY'2012/13 Revenue	FY'2012/13 Expend	Balance as Of 06/30/13
21	E/R	018	000	000	000	899/099	AD BUILDING	2,653.38	747.68	525.81	2,875.25
21	R	018	000	000	000	092	INTEREST/BANK CHARGES	-	852.29	0.00	852.29
TOTAL MISCELLANEOUS								2,653.38	1,599.97	525.81	3,727.54
PROGRAM/LOCATION : WAZATA HIGH SCHOOL											
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	Balance as Of 06/30/12	FY'2012/13 Revenue	FY'2012/13 Expend	Balance as Of 06/30/13
21	E/R	251	280	001	000	899/099	WAYZATA PLAYERS	-	54,365.39	32,665.81	21,699.58
21	E/R	251	280	003	000	899/099	YEARBOOK (WAYAKO)	-	162,970.29	161,171.26	1,799.03
21	E/R	251	280	005	000	899/099	CERAMICS	431.02	5,895.83	5,503.01	823.84
21	E/R	251	280	007	000	899/099	CHEERLEADERS	3,928.47	2,557.50	4,068.08	2,417.89
21	E/R	251	280	008	000	899/099	CHOIR	-	30,326.60	25,782.08	4,544.52
21	E/R	251	280	009	000	899/099	DANCE TEAM	10,998.73	41,901.04	43,441.91	9,457.86
21	E/R	251	280	016	000	899/099	ACTIVITY SUPPORT	51,275.88	50,083.13	50,690.18	50,668.83
21	E/R	251	280	017	000	899/099	DECA	8,223.41	35,864.76	36,999.90	7,088.27
21	E/R	251	280	019	000	899/099	FRENCH	-	0.00	0.00	-
21	E/R	251	280	020	000	899/099	GERMAN	4,802.59	29,811.40	31,326.46	3,287.53
21	E/R	251	280	021	000	899/099	LETTERMAN	38,338.97	72,530.17	54,747.79	56,121.35
21	E/R	251	280	022	000	899/099	FINE ARTS	1,212.84	1,184.05	1,121.05	1,275.84
21	E/R	251	280	024	000	899/099	BAND	1,269.33	137,996.53	131,641.99	7,623.87
21	E/R	251	280	026	000	899/099	NATIONAL HONOR	6,253.17	12,396.88	13,430.72	5,219.33
21	E/R	251	280	027	000	899/099	STUDENT SERVICES	346.41	2,000.00	2,189.00	157.41
21	E/R	251	280	028	000	899/099	ORCHESTRA	6,835.97	79,903.76	82,279.77	4,459.96
21	E/R	251	280	030	000	899/099	STUDENT COUNCIL	9,177.73	67,032.07	62,982.72	13,227.08
21	E/R	251	280	031	000	899/099	SPANISH (KEEP OPEN!)	1,175.37	880.00	1,059.11	996.26
21	E/R	251	280	037	000	899/099	RARE (KEEP OPEN!)	-	0.00	0.00	-
21	E/R	251	280	038	000	899/099	SCHOLARSHIPS	-	3,000.00	1,463.00	1,537.00
21	E/R	251	280	039	000	899/099	THEATRE ARTS	2,656.78	5,863.90	7,233.86	1,286.82
21	E/R	251	280	040	000	899/099	BUSINESS PROFESS(BPA)	809.19	39,357.86	40,771.67	(604.62)
21	E/R	251	280	042	000	899/099	SKILLS USA	-	4,364.63	4,624.07	(259.44)
21	E/R	251	280	043	000	899/099	ART CLUB	462.74	0.00	0.00	462.74
21	E/R	251	280	044	000	899/099	LINK	4,249.98	8,200.00	6,428.04	6,021.94
21	E/R	251	280	047	000	899/099	SUPER MILEAGE TEAM	-	2,850.00	2,538.51	311.49
21	E/R	251	280	048	000	899/099	Y.E.S.	-	3,164.00	3,122.62	41.38
21	E/R	251	280	049	000	899/099	CREATIVE WRITING	536.27	1,801.30	0.00	2,337.57
21	E/R	251	280	050	000	899/099	TROJAN LOCK ROOM (DECA - \$	22,488.46	24,603.87	24,824.23	22,268.10
21	E/R	251	280	051	000	899/099	V21 - ACTIVITY SUPPORT	1,999.33	2,000.00	1,901.93	2,097.40
21	E/R	251	280	052	000	899/099	ROBOTICS TEAM	-	21,252.89	15,542.41	5,710.48
21	E/R	251	280	053	000	899/099	SHOW STOPPERS	2,240.37	9,511.00	9,752.60	1,998.77
21	E/R	251	280	055	000	899/099	CHINESE CLUB	640.97	2,463.76	2,182.71	922.02
21	E/R	251	280	056	000	899/099	LAKER'S BKST NOOK	1,764.25	5,353.25	4,430.56	2,686.94
21	E/R	251	280	057	000	899/099	WHS INTERNATIONAL FESTIVA	1,468.71	260.00	809.58	919.13
21	E/R	251	280	058	000	899/099	FRESHMAN RETREAT	2,130.84	9,968.13	12,331.34	(232.37)
21	E/R	251	280	059	000	899/099	TRAP & SKEET (NEW)	-	8,040.00	7,754.75	-
21	E/R	251	280	060	000	899/099	JR STATESMAN (NEW)	-	550.00	0.00	550.00
21	E/R	251	280	061	000	899/099	QUIZ BOWL (NEW)	-	5,927.08	11,534.06	(5,606.98)
TOTAL WAZATA HIGH SCHOOL								185,717.78	946,231.07	898,346.78	233,316.82

Wayzata Public Schools
Student Activity Fund Summary
June 2013

PROGRAM/LOCATION : WAZATA HIGH SCHOOL ATHLETICS

<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Cr</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of <i>06/30/12</i>	FY'2012/13 <i>Revenue</i>	FY'2012/13 <i>Expend</i>	Balance as Of <i>06/30/13</i>
21	E/R	251	280	070	000	899/099	BASEBALL	2,659.69	2,348.00	6,406.95	(1,399.26)
21	E/R	251	280	071	000	899/099	BASKETBALL - BOYS	1,795.38	1,229.00	5,610.15	(2,585.77)
21	E/R	251	280	072	000	899/099	BASKETBALL - GIRLS	6,490.93	3,757.27	7,464.42	2,783.78
21	E/R	251	280	073	000	899/099	CROSS COUNTRY - BOYS	2,111.58	8,493.00	10,188.84	415.74
21	E/R	251	280	074	000	899/099	CROSS COUNTRY - GIRLS	3,939.16	8,076.00	8,149.35	3,865.81
21	E/R	251	280	075	000	899/099	FOOTBALL	20,978.74	35,817.00	31,501.47	25,294.27
21	E/R	251	280	076	000	899/099	GYMNASTICS	2,899.98	2,180.00	2,526.49	2,553.49
21	E/R	251	280	077	000	899/099	GOLF - BOYS	348.42	3,830.72	5,925.00	(1,745.86)
21	E/R	251	280	078	000	899/099	GOLF - GIRLS	1,412.76	2,426.00	3,460.77	377.99
21	E/R	251	280	079	000	899/099	HOCKEY - BOYS	8,543.72	13,647.00	19,697.15	2,493.57
21	E/R	251	280	080	000	899/099	HOCKEY - GIRLS	10,918.94	5,012.00	15,201.61	729.33
21	E/R	251	280	081	000	899/099	SKIING - ALPINE	6,165.81	9,722.00	9,323.84	6,563.97
21	E/R	251	280	082	000	899/099	SKIING - NORDIC	9,559.46	16,116.00	21,692.83	3,982.63
21	E/R	251	280	083	000	899/099	SOFTBALL	3,925.26	4,462.00	8,165.28	221.98
21	E/R	251	280	084	000	899/099	SWIMMING/DIVING - BOYS	2,508.22	7,606.00	6,507.73	3,606.49
21	E/R	251	280	085	000	899/099	SWIMMING/DIVING - GIRLS	11,154.59	13,051.00	13,897.12	10,308.47
21	E/R	251	280	086	000	899/099	SOCCER - BOYS	7,944.10	11,329.55	12,259.74	7,013.91
21	E/R	251	280	087	000	899/099	SOCCER - GIRLS	8,574.73	7,379.00	8,266.11	7,687.62
21	E/R	251	280	088	000	899/099	SYNCHRONIZED SWIMMING	8,453.59	11,646.00	14,270.15	5,829.44
21	E/R	251	280	089	000	899/099	TENNIS - BOYS	6,404.15	8,046.49	5,144.51	9,306.13
21	E/R	251	280	090	000	899/099	TENNIS - GIRLS	2,352.26	12,088.75	14,687.04	(246.03)
21	E/R	251	280	091	000	899/099	TRACK/FIELD - BOYS	3,360.86	2,177.00	3,183.56	2,354.30
21	E/R	251	280	092	000	899/099	TRACK/FIELD - GIRLS	-	1,071.00	3,003.35	(1,932.35)
21	E/R	251	280	093	000	899/099	VOLLEYBALL	5,789.84	10,383.00	14,724.37	1,448.47
21	E/R	251	280	094	000	899/099	WRESTLING	2,353.33	2,962.00	2,527.29	2,788.04
21	E/R	251	280	095	000	899/099	ADAPTIVE ATHLETICS	3,409.97	94.00	165.85	3,338.12
21	E/R	251	280	096	000	899/099	BOYS LACROSSE	14,183.87	2,282.00	3,684.50	12,781.37
21	E/R	251	280	097	000	899/099	GIRLS LACROSSE	1,651.50	762.00	575.50	1,838.00
TOTAL HIGH SCHOOL ATHLETICS								159,890.84	207,993.78	258,210.97	109,673.65

Wayzata Public Schools
Student Activity Fund Summary
June 2013

PROGRAM/LOCATION : CENTRAL MIDDLE SCHOOL

								Balance as Of	FY'2012/13	FY'2012/13	Balance as Of
<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>	<i>06/30/12</i>	<i>Revenue</i>	<i>Expend</i>	<i>06/30/13</i>
21	E/R	253	280	152	000	899/099	MUSICAL	4,874.45	22,573.20	20,864.19	6,583.46
21	E/R	253	280	155	000	899/099	VALLEYFAIR	998.37	2,386.25	3,384.62	-
21	E/R	253	280	156	000	899/099	STUDENT COUNCIL	1,059.84	11,737.91	10,500.00	2,297.75
21	E/R	253	280	157	000	899/099	BAND	328.53	4,506.33	4,471.20	363.66
21	E/R	253	280	161	000	899/099	YEARBOOKS	10,229.40	9,238.00	13,824.22	5,643.18
21	E/R	253	280	165	000	899/099	STUDENT SERVICES	11,252.84	3,839.55	5,602.54	9,489.85
TOTAL CENTRAL MIDDLE SCHOOL								28,743.43	54,281.24	58,646.77	24,377.90

PROGRAM/LOCATION : WEST MIDDLE SCHOOL

								Balance as Of	FY'2012/13	FY'2012/13	Balance as Of
<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>	<i>06/30/12</i>	<i>Revenue</i>	<i>Expend</i>	<i>06/30/13</i>
21	E/R	351	280	201	000	899/099	BAND - KEEP!	-	0.00	0.00	-
21	E/R	351	280	202	000	899/099	CHOIR - KEEP!	243.19	3,750.10	3,984.44	8.85
21	E/R	351	280	203	000	899/099	STUDENT SERVICES	248.32	8,474.13	5,136.94	3,585.51
21	E/R	351	280	209	000	899/099	STUDENT COUNCIL	600.98	2,284.30	1,901.30	983.98
21	E/R	351	280	212	000	899/099	YEARBOOK	6,736.52	6,235.00	11,692.68	1,278.84
21	E/R	351	280	213	000	899/099	THEATER	4,730.13	15,692.00	11,282.37	9,139.76
21	E/R	351	280	215	000	899/099	DAY ONE	28.00	108.00	0.00	136.00
TOTAL WEST MIDDLE SCHOOL								12,587.14	36,543.53	33,997.73	15,132.94

PROGRAM/LOCATION : EAST MIDDLE SCHOOL

								Balance as Of	FY'2012/13	FY'2012/13	Balance as Of
<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>	<i>06/30/12</i>	<i>Revenue</i>	<i>Expend</i>	<i>06/30/13</i>
21	E/R	352	280	100	000	899/099	STUDENT SERVICES	12,537.24	6,205.75	6,965.62	11,777.37
21	E/R	352	280	104	000	899/099	BAND	1,859.86	1,520.00	1,727.26	1,652.60
21	E/R	352	280	105	000	899/099	STUDENT COUNCIL	5,992.54	6,705.95	3,531.08	9,167.41
21	E/R	352	280	107	000	899/099	VARIETY FUND	10,188.45	7,111.21	6,833.60	10,466.06
TOTAL EAST MIDDLE SCHOOL								30,578.09	21,542.91	19,057.56	33,063.44

Wayzata Public Schools
Student Activity Fund Summary
June 2013

PROGRAM/LOCATION : BIRCHVIEW

							Balance as Of	FY'2012/13	FY'2012/13	Balance as Of	
<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>	<i>06/30/12</i>	<i>Revenue</i>	<i>Expend</i>	<i>06/30/13</i>
21	E/R	404	280	251	000	899/099	STUDENT SERV - K	681.13	0.00	0.00	681.13
21	E/R	404	280	253	000	899/099	STUDENT SERV - GR 1	106.10	451.25	530.40	26.95
21	E/R	404	280	254	000	899/099	STUDENT SERV - GR 2	495.15	1,012.00	958.60	548.55
21	E/R	404	280	255	000	899/099	STUDENT SERV - GR 3	155.62	1,007.00	1,062.57	100.05
21	E/R	404	280	256	000	899/099	STUDENT SERV - GR 4	2.48	850.00	1,117.36	(264.88)
21	E/R	404	280	257	000	899/099	STUDENT SERV - GR 5	339.47	1,052.40	1,856.15	(464.28)
21	E/R	404	280	259	000	899/099	STUDENT COUNCIL	1,502.95	768.25	260.64	2,010.56
21	E/R	404	280	260	000	899/099	STUDENT SERV - GENERAL	1,885.71	0.00	(294.87)	2,180.58
21	E/R	404	280	261	000	899/099	MEDIA	1,435.92	60.60	0.00	1,496.52
TOTAL BIRCHVIEW								6,604.53	5,201.50	5,490.85	6,315.18

PROGRAM/LOCATION : GREENWOOD

							Balance as Of	FY'2012/13	FY'2012/13	Balance as Of	
<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>	<i>06/30/12</i>	<i>Revenue</i>	<i>Expend</i>	<i>06/30/13</i>
21	E/R	406	280	307	000	899/099	KINDERGARTEN	1,430.80	792.00	873.86	1,348.94
21	E/R	406	280	311	000	899/099	MEDIA	129.30	136.63	0.00	265.93
21	E/R	406	280	312	000	899/099	STUDENT SERVICES	6,887.37	0.00	2,629.66	4,257.71
TOTAL GREENWOOD								8,447.47	928.63	3,503.52	5,872.58

PROGRAM/LOCATION : OAKWOOD

							Balance as Of	FY'2012/13	FY'2012/13	Balance as Of	
<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>	<i>06/30/12</i>	<i>Revenue</i>	<i>Expend</i>	<i>06/30/13</i>
21	E/R	407	280	469	000	899/099	STUDENT COUNCIL	481.87	890.43	1,160.67	211.63
21	E/R	407	280	474	000	899/099	STUDENT SERV - GENERAL	7,466.98	4,254.00	4,382.51	7,338.47
21	E/R	407	280	476	000	899/099	CHESS CLUB	630.67	290.00	332.95	587.72
Total Oakwood Elementary								8,579.52	5,434.43	5,876.13	8,137.82

Wayzata Public Schools
Student Activity Fund Summary
June 2013

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	FY'2012/13	FY'2012/13	Balance as Of
								<i>06/30/12</i>	<i>Revenue</i>	<i>Expend</i>	<i>06/30/13</i>
21	E/R	408	280	572	000	899/099	STUDENT SERVICES	6,102.11	34,697.96	30,830.90	9,969.17
21	E/R	408	280	574	000	899/099	PENCIL MACHINE/STORE	1,426.82	1,229.16	1,016.84	1,639.14
TOTAL SUNSET HILL								7,528.93	35,927.12	31,847.74	11,608.31
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	FY'2012/13	FY'2012/13	Balance as Of
								<i>06/30/12</i>	<i>Revenue</i>	<i>Expend</i>	<i>06/30/13</i>
21	E/R	410	280	533	000	899/099	STUDENT SERVICES	9,525.71	0.00	2,553.31	6,972.40
TOTAL PLYMOUTH CREEK								9,525.71	-	2,553.31	6,972.40
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	FY'2012/13	FY'2012/13	Balance as Of
								<i>06/30/12</i>	<i>Revenue</i>	<i>Expend</i>	<i>06/30/13</i>
21	E/R	411	280	352	000	899/099	STUDENT SERVICES	8,294.51	6,566.20	1,012.12	13,848.59
TOTAL GLEASON LAKE								8,294.51	6,566.20	1,012.12	13,848.59

Wayzata Public Schools
Student Activity Fund Summary
June 2013

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	FY'2012/13	FY'2012/13	Balance as Of
								<i>06/30/12</i>	<i>Revenue</i>	<i>Expend</i>	<i>06/30/13</i>
21	E/R	412	280	401	000	899/099	STUDENT COUNCIL	1,036.53	1,570.41	1,754.30	852.64
21	E/R	412	280	403	000	899/099	GJESTVANG	440.62	431.00	311.61	560.01
21	E/R	412	280	404	000	899/099	CARLSON	941.69	703.50	673.92	971.27
21	E/R	412	280	405	000	899/099	SPRAQUE	604.70	375.00	35.06	944.64
21	E/R	412	280	424	000	899/099	STUDENT SERV - GR 5 KEEP!	-	0.00	0.00	-
21	E/R	412	280	430	000	899/099	MEDIA	582.44	159.37	110.25	631.56
21	E/R	412	280	431	000	899/099	STUDENT SERVICES	18,061.00	10,039.75	747.88	27,352.87
TOTAL KIMBERLY LANE								21,666.98	13,279.03	3,633.02	31,312.99
GRAND TOTAL								490,818.31	1,335,529.41	1,322,702.31	503,360.16

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: C. Finance and Business Services

COMMENTS BY: Mr. Westrum

2. Approval of the Updated 403(b) Plan Document

The plan document for the District's sponsored 403(b) and 457(b) plan is presented for your approval. The document is updated to include the contract with the third party administrator, Educators Benefits Consultants, LLC. The third party administrator assists the District, its employees and Section 403(b) and 457(b) plan vendors, with recordkeeping and administrative tasks, including monitoring maximum allowable contribution limits as set out in Internal Revenue Code 402(g), 415(c) and applicable Catch Up Contributions, tracking of loans, hardships, transfers and exchanges, and transmitting such deductions and related data to said plan vendors on behalf of the District and their employees.

The plan document was originally adopted by the School Board on November 10, 2008. The requested update to the plan document reflects no other significant changes to the plan provisions.

RECOMMENDED ACTION: Approve the Updated 403(b) Plan Document and the Adoption Agreement as presented.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

Independent School District 284

Updated 403(b) Plan

2013

403(b) Plan Document for

Wayzata Public Schools

Employees

403(b) Plan Document

This plan document includes the IRS model language set forth in Rev. Proc. 2007-71 and has been modified to delete certain optional features and include provisions that were not included in the IRS model language. It is expected that school districts will, with the assistance of counsel, modify this plan document by selecting certain options as provided in the Adoption Agreement, the terms of which are incorporated into this plan document.

Section 1 - Definitions

The following words and terms, when used in the Plan, have the meaning set forth below.

- 1.1 **Account** means the account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.
- 1.2 **Account Balance** means the value of the aggregate amount credited to each Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, if such contributions are authorized under the Adoption Agreement, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).
- 1.3 **Administrator** means, unless otherwise indicated in the Adoption Agreement, the Employer. Notwithstanding this appointment, the Administrator may delegate, by separate agreement, any administrative responsibilities hereunder to one or more persons, committees, Vendor, or other organization.
- 1.4 **Annuity Contract** means a nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the state in which the Employer or Participant, as applicable, resides and that includes payment in the form of an annuity.
- 1.5 **Beneficiary** means the designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.
- 1.6 **Custodial Account** means the group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.
- 1.7 **Code** means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 1.8 **Compensation** means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the

Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 of the Plan made to reduce compensation in order to have Elective Deferrals under the Plan).

- 1.9 **Disabled** means the definition of disability provided in the applicable Individual Agreement.
- 1.10 **Elective Deferral** means the Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions, unless the Plan permits Roth 403(b) Contributions under Section 10.
- 1.11 **Employee** means each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the Employee's compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an Employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a state or local government.
- 1.12 **Employer** means the public education organization identified in the Adoption Agreement as the Employer.
- 1.13 **Employer Contributions** means any nonelective contributions made to the Plan by the Employer as provided in the Adoption Agreement.
- 1.14 **Funding Vehicles** means the Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and authorized by Employer for use under the Plan.
- 1.15 **Includible Compensation** means an Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$245,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). Beginning in 2009 and thereafter, such term also includes any "differential pay" that may be received from the Employer while performing qualified military service under section 414(u) of the Code. The amount of Includible Compensation is determined without regard to any community property laws.
- 1.16 **Individual Agreement** means an agreement between a Vendor and the Employer or a Vendor and a Participant that constitutes or governs a Custodial Account or an Annuity Contract.
- 1.17 **Participant** means an individual for whom Elective Deferrals or other contributions permitted under the Plan are currently being made, or for whom such contributions have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.
- 1.18 **Plan** means the name given to this Plan by the Employer in the Adoption Agreement.
- 1.19 **Plan Year** means the calendar year.
- 1.20 **Related Employer** means the Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable,

good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

- 1.21 **Roth 403(b) Contribution** means, if authorized in the Adoption Agreement, any contribution made by a Participant which is designated as a Roth 403(b) Contribution in accordance with Section 10 of the Plan that qualifies as a Roth 403(b) Contribution under section 402A of the Code.
- 1.22 **Severance from Employment** means severance from employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).
- 1.23 **Vendor** means the provider of an Annuity Contract or Custodial Account, or any organization acting on their behalf under this Plan.
- 1.24 **Valuation Date** means each business day of the Plan Year.

Section 2 - Participation and Contributions

- 2.1 **Eligibility.** Unless otherwise provided in the Adoption Agreement, each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer. However, an Employee who is a student-teacher (i.e., a person providing service as a teacher's aid on a temporary basis while attending a school, college or university) or a student-worker is not eligible to participate in the Plan.
- 2.2 **Contributions.** (a) Elective Deferral Contributions. An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed to the Plan as an Elective Deferral on his or her behalf) and filing it with the appropriate Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. Unless otherwise provided in the Plan or Adoption Agreement, all Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.

(b) Roth 403(b) Contributions. If authorized in the Adoption Agreement and if permitted under an Employee's Individual Agreement(s), an Employee may elect to make Roth

403(b) Contributions to the Plan in accordance with Section 10 of the Plan. The Participant's election to make Roth 403(b) Contributions shall be made on the agreement provided by the Administrator and shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed.

(c) Employer Contributions. (1) If authorized in the Adoption Agreement, the Employer may make nonelective Employer contributions to Accounts of designated Employees. Employer contributions shall be determined in accordance with the Adoption Agreement. Contributions made under this Section 2.2(c) shall be deposited into each Participant's Account in accordance with Sections 2.4 and 2.5 of the Plan.

(2) Employer may make contributions into the 403(b) Accounts of former Employees, provided that any such contributions satisfy all of the following conditions:

- a. Contributions may not be made later than the fifth calendar year following the year in which the former Employee ceased to be an Employee.
- b. Contributions shall be made in accordance with applicable IRS guidance.
- c. Contributions shall be 100% vested at all times.
- d. Contributions shall be based on "includible compensation" as defined in section 403(b)(3) of the Code as modified by IRS regulations and shall be subject to the limitations of section 415(c)(1) of the Code.

Subject to (2)b. above, amounts not contributed by Employer to any former Employee's 403(b) Account due to the contribution limitations of section 415(c) of the Code shall be contributed in the next Plan Year (and each succeeding Plan Year) until the Employer contributes all amounts due to Participant. No contributions may be made after the last day of the fifth year following the Plan Year in which the Participant's Severance from Employment occurred.

- 2.3 **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.
- 2.4 **Change in Elective Deferral Election.** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, a change in the allocation of his or her Elective Deferrals to reflect pre-tax or Roth 403(b) Contributions (if permitted under the Plan), and/or a change to previous investment directions. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.
- 2.5 **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in

which the amount would otherwise have been paid to the Participant, unless an earlier date is required by applicable state law. Employer contributions shall be transferred to the applicable Funding Vehicle within a reasonable period of time but in no event later than thirty (30) days after the end of the Employer's standard work year for which such contributions were owed.

- 2.6 **Leave of Absence.** Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

Section 3 - Limitations on Amounts Deferred

- 3.1 **Basic Annual Limitation.** Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the "applicable dollar amount" or (b) the Participant's Includible Compensation. The "applicable dollar amount" is the amount established under section 402(g)(1)(B) of the Code, which is \$16,500 for 2011, and is adjusted for cost-of-living thereafter as provided under section 415(d) of the Code.

- 3.2 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service.** If authorized in the Adoption Agreement, the applicable dollar amount under Section 3.1(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:

- (a) \$3,000;
- (b) The excess of:
 - (1) \$15,000, over
 - (2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
- (c) The excess of:
 - (1) \$5,000 multiplied by the number of years of service of the employee with the qualified organization, over
 - (2) The total Elective Deferrals made for the employee by the qualified organization for prior years.

For purposes of this Section 3.2, a "qualified employee" means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

- 3.3 **Age 50 Catch-up Elective Deferral Contributions.** An Employee who is a Participant who will attain age 50 or more by the end of the tax year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is \$5,500 for 2011, and is adjusted for cost-of-living thereafter as provided under the Code.

- 3.4 **Coordination**. If the Adoption Agreement authorizes contributions under Section 3.2 of the Plan, amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Includible Compensation for the year.
- 3.5 **Special Rule for a Participant Covered by Another Section 403(b) Plan**. For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the Elective Deferral limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a section 403(b) plan.
- 3.6 **Correction of Excess Elective Deferrals**. If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant in accordance with applicable IRS guidance.
- 3.7 **Protection of Persons Who Serve in a Uniformed Service**. An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).
- 3.8 **Annual Contribution Limits**. The aggregate annual amount contributed into a Participant's Account shall not exceed the amount permitted under section 415(c) of the Code. If any Employer Contributions cause a Participant's 403(b) Contract to exceed the annual contribution limitation of section 415(c)(1) of the Code, the excess contributions

shall be segregated and treated in a manner consistent with applicable IRS guidance on excess “annual additions.”

Section 4 - Loans

- 4.1 **Loans.** If authorized in the Adoption Agreement, loans shall be permitted under the Plan to the extent permitted by and in accordance with the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured. An Employee who has previously defaulted on a loan from any retirement plan or deferred compensation arrangement sponsored by the Employer and who has not repaid the loan, in full, shall not be permitted to take a loan from his Account under the Plan.
- 4.2 **Information Coordination Concerning Loans.** Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Sections 4.1 and 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Vendors and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.
- 4.3 **Maximum Loan Amount.** No loan to a Participant under the Plan may exceed the lesser of (a) or (b) below:
- (a) \$50,000, reduced by the greater of:
 - (1) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or
 - (2) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period).
 - (b) one half of the value of the Participant’s vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant’s vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

- 4.4 **Loan Repayments For Employees in Military Service.** Notwithstanding any other provision of the Plan or any Annuity Contract or Custodial Account, loan repayments by eligible uniformed services personnel maybe suspended as permitted under section 414(u)(4) of the Code and the terms of any loan shall be modified to conform therewith.

Section 5 - Benefit Distributions

- 5.1 **Benefit Distributions At Severance from Employment or Other Distribution Event.** Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.3 (relating to withdrawals of amounts rolled over into the Plan), or Section 5.4 (relating to Hardship Distributions), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements. Notwithstanding the above, a Participant who is on active duty for a period of at least 30 days while performing qualified military service and who is receiving differential pay from the Employer while on active duty may elect to receive a distribution of the Participant's deferrals into the Plan as permitted under section 414(u) of the Code. If a distribution of the Participant's deferrals is taken, then no deferrals into the Plan may be made by the Participant for a period of at least six (6) months from the date of the distribution.
- 5.2 **Minimum Distributions.** Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Treas. Reg. §1.408-8, except as provided in Treas. Reg. § 1.403(b)-6(e). For the calendar year 2009 only, a Participant who would have been required to receive a distribution under this Section 5.2 but for the enactment of WRERA ("2009 mandatory distribution"), and who would have satisfied that requirement by receiving a distribution from the Plan will not receive a 2009 mandatory distribution. However, the Participant may affirmatively elect to receive such amount in 2009 which shall not be a mandatory distribution under this Section of the Plan.
- 5.3 **In-Service Distributions From Rollover Account.** If the Funding Vehicles in which a Participant's Account is invested has established and maintains a separate account attributable to rollover contributions to the Plan and if permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in such rollover account.
- 5.4 **Hardship Distributions.** If authorized under the Adoption Agreement, (a) hardship distributions shall be authorized under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. No Elective Deferrals to any retirement or deferred compensation plan sponsored by the Employer shall be allowed during the six (6) month period beginning on the date the Participant receives a distribution on account of hardship.

(b) No hardship distribution is permitted unless the Vendors agree to the exchange of information between the Administrator and the Vendors to the extent necessary to implement the Individual Agreements. Notwithstanding any Individual Agreement, the Plan only permits hardship distributions that satisfy the “safe harbor” standards with respect to establishing an immediate and heavy financial need (under Treas. Reg. §1.401(k)-1(d)(3)(iii)(B)). For purposes of satisfying the lack of other resources requirement (under Treas. Reg. §1.401(k)-1(d)(3)(iv)(E)), the Plan shall follow the provisions of the applicable Individual Agreements, except that all Participants shall suspend Elective Deferrals for a period of six (6) months following the date of the hardship distribution. Vendor shall notify Employer of any hardship distributions in order for the Employer to implement the resulting 6-month suspension of the Participant’s right to make Elective Deferrals under the Plan.

5.5 **Rollover Distributions.** (a) A Participant or the Beneficiary of a deceased Participant (or a Participant’s spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant’s death was neither the spouse or former spouse of the Participant or alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

Section 6 – Rollovers, Exchanges and Transfers

6.1 **Eligible Rollover Contributions to the Plan.** To the extent provided in the Individual Agreements, any Employee or Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. However, unless Roth 403(b) Contributions are authorized under the Adoption Agreement, in no event does the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or a Roth IRA described in section 408A of the Code.

- 6.2 **Eligible Rollover Distributions.** For purposes of Section 6.1, an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include any installment payment payable over a period of ten (10) years or more, any distribution made as a result of a financial hardship or other distribution which is made upon hardship of the employee, or for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, for purposes of Section 6.1, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accept eligible rollover distributions.
- 6.3 **Separate Accounts.** Unless otherwise provided by the terms of applicable Individual Agreements, Vendors shall provide separate accounting for any eligible rollover distributions paid to the Plan.
- 6.4 **Plan-to-Plan Transfers to the Plan.** (a) If authorized under the Adoption Agreement, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.4. Such a transfer is permitted only if the other 403(b) plan provides for the direct plan-to-plan transfer of each Employee's interest therein to the Plan and the Participant is an Employee or former Employee of the Employer. The Administrator or any Vendor accepting a transfer may require such documentation from the other 403(b) plan as it deems necessary to effectuate the transfer in accordance with Treas. Reg. §1.403(b)-10(b)(3) and other applicable IRS guidance and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.
- (b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.
- (c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions that are not less stringent than those imposed on the transferor plan and the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.
- 6.5 **Plan-to-Plan Transfers from the Plan.** (a) If authorized under the Adoption Agreement, Participants and Beneficiaries may elect to have all or any portion of their

Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with Treas. Reg. § 1.403(b)-10(b)(3). A transfer is permitted under this Section 6.5(a) only if the Participants or Beneficiaries are Employees or former Employees of the Employer under the receiving plan and the other 403(b) plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for the Account of each Participant and Beneficiary after the transfer to at least equal the Account value immediately prior to the transfer.

(b) The other 403(b) plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, it shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 6.5, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.5 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. § 1.403(b)-10(b)(3).

6.6 **Contract and Custodial Account Exchanges.** (a) If authorized in the Adoption Agreement, a Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, unless otherwise indicated on the Adoption Agreement, exchanges are not permitted to Vendors that are not eligible to receive contributions under Section 2. If the Adoption Agreement authorizes exchanges to a Vendor that is not eligible to receive contributions under Section 2, the conditions in paragraphs (b) through (d) of this Section 6.6 must be satisfied.

(b) The Participant or Beneficiary must have an Account balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) Annuity Contracts or Custodial Accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer enters into an agreement with the receiving Vendor for the other

contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for any current or former Vendor to which Plan contributions have been made in order to satisfy section 403(b) of the Code, including the following:

- A. Employer shall provide information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5);
- B. if hardship distributions are authorized in the Adoption Agreement, Vendor shall notify Employer of any hardship distribution under Section 5.4 of the Plan; and
- C. Vendor shall provide information to the Employer or other Vendors concerning the Participant's or Beneficiary's Annuity Contracts or Custodial Accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship distribution rules of Section 5.4); and

(2) Information necessary for the resulting Annuity Contract or Custodial Account and any other 403(b) contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following:

- A. the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional Plan loan satisfies the loan limitations of Section 4.3, so that any such additional loan is not a deemed distribution under section 72(p)(1) of the Code; and
- B. information concerning the Participant's or Beneficiary's Roth 403(b) Contributions and after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Vendor shall enter into an information sharing agreement as described in Section 6.6(d) to the extent the Employer's relationship with the Vendor does not provide for the exchange of information described in Section 6.6(d)(1) and (2).

6.7 Permissive Service Credit Transfers. (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account balance transferred to such defined benefit governmental plan. A transfer under this Section 6.7(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under this Section 6.7 only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) If a plan-to-plan transfer under this Section 6.7 does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

Section 7 - Investment of Contributions

7.1 **Manner of Investment.** All Elective Deferrals, Roth 403(b) Contributions, Employer Contributions or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

7.2 **Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers and exchanges among Annuity Contracts and Custodial Accounts may be made under this Section 7.2 as authorized under the Adoption Agreement and to the extent provided in the Individual Agreements as permitted under applicable Income Tax Regulations.

7.3 **Current and Former Vendors.** The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. If a Vendor is not eligible to receive Elective Deferrals, Roth 403(b) Contributions or Employer Contributions under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.4 or 6.6), Employer shall keep Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 8 - Amendments to the Plan

8.1 **Termination of Contributions.** The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer

has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

- 8.2 **Amendment**. The Employer reserves the authority to amend this Plan at any time, provided that any amendment which reduces the contractual rights or benefits under an Individual Agreement shall apply prospectively only except as required under the Code and applicable regulations.

Section 9 – Miscellaneous

- 9.1 **Non-Assignability**. Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.
- 9.2 **Domestic Relation Orders**. Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.
- 9.3 **IRS Levy**. Notwithstanding Section 9.1, the Administrator may direct payment from a Participant's or Beneficiary's Account in the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.
- 9.4 **Tax Withholding**. Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals and Roth 403(b) Contributions, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator or Vendor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

- 9.5 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid in conformity with applicable Annuity Contracts or Custodial Accounts. If the applicable Annuity Contracts or Custodial Accounts do not address the issue of payments to minors and incompetents, then the Administrator shall direct payment of the benefit to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 9.6 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one (1) year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned to the party that made the contribution.
- 9.7 **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. If, after sending the communication by certified mail to the last known address shown on the records of the Employer or the Administrator and not receiving a response within six (6) months, then the terms of the Funding Vehicle holding the Accounts of the Participant that govern payment of benefits to Participants and Beneficiaries who cannot be located shall be followed.
- 9.8 **Incorporation of Individual Agreements.** The Plan, together with the Adoption Agreement and any Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Adoption Agreement and applicable Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code. In such event, the Individual Agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements.
- 9.9 **Governing Law.** The Plan will be construed, administered and enforced according to the Code and the laws of the state in which the Employer has its principal place of business.
- 9.10 **Construction.** Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.
- 9.11 **Indemnification.** If Employer appoints an Employee or a committee of Employees to act as the Administrator of the Plan, Employer shall indemnify any such Employee acting

on its behalf in this capacity. Such individuals shall be indemnified from any and all liability that may arise by reason of his action or failure to act concerning this Plan, excepting any willful misconduct or criminal acts.

- 9.12 **No Employer Liability.** Employer shall have no liability for the payment of benefits under the Plan. Each Participant shall look solely to the providers of applicable Annuity Contracts and Custodial Accounts for receipt of payments or benefits under the Plan.
- 9.13 **Qualified Military Service Benefits.** Notwithstanding any other provision of this Plan, any Participant whose employment is interrupted by qualified uniformed service in the military under section 414(u) of the Code shall be entitled to all rights, benefits and protections afforded to such individuals thereunder, and such provisions are incorporated into this Plan. Uniformed services by any individual shall be determined as described in Section 3401(h)(2)(A) of the Code.

Section 10 – Roth 403(b) Contribution Provisions

- 10.1 **General Application.** This Section 10 shall apply only if the Employer has elected to permit Roth 403(b) Contributions under the Plan as indicated on the Adoption Agreement.
- 10.2 **Roth 403(b) Contributions.** Participants may make Roth 403(b) Contributions to their Accounts under the Plan if authorized by the Employer on the Adoption Agreement. Unless otherwise provided, such contributions shall be treated as Elective Deferrals and are therefore subject to the requirements and limitations imposed by section 402(g) of the Code. A Participant's Roth 403(b) Contributions shall be allocated to a separate account maintained for such deferrals as described in Section 10.3.
- 10.3 **Separate Accounting Requirements.** Contributions and withdrawals of Roth 403(b) Contributions, and earnings or losses thereon, shall be credited and debited to each Participant's Account and shall be separately accounted for under each Employee's Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis for each Participant's Roth 403(b) Contributions. Except as provided in Section 10.6, no contributions other than Roth 403(b) Contributions and properly attributable earnings may be credited to each Participant's Roth subaccount.
- 10.4 **Deposit Requirements.** Roth 403(b) Contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in accordance with Section 2.5 of the Plan, unless an earlier date is required under state law.
- 10.5 **Direct Roth Rollovers From the Plan.** Notwithstanding Section 5.5 of the Plan, Participants may only make a direct rollover of a distribution of Roth 403(b) Contributions (and earnings thereon) to another 403(b) plan with Roth 403(b) Contribution features, to a Roth 401(k) plan with Roth contribution features or to a Roth IRA described in Section 408A of the Code, and only to the extent the Rollover is permitted under the rules of section 402(c) of the Code.

- 10.6 **Roth Rollovers Into the Plan.** Notwithstanding Section 6.1 of the Plan, and unless otherwise indicated on the Adoption Agreement, direct rollovers of Roth 403(b) Contributions and Roth 401(k) contributions and earnings thereon from another 403(b) plan with Roth 403(b) Contribution features or from a Roth 401(k) plan with Roth contribution features are permitted, provided that the Funding Vehicles selected by a Participant will accept Roth 403(b) and/or 401(k) rollovers. Direct rollovers shall only be permitted if the transmitting plan satisfies the conditions set forth in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.
- 10.7 **Correction of Excess Deferrals.** Excess Deferrals shall be corrected by first distributing the amount of Roth 403(b) contributions (plus earnings thereon) made during the Plan Year needed to correct the excess and then by distributing a Participant's pre-tax Elective Deferrals (plus earnings thereon). However, if a highly compensated employee (as defined in Section 414(q) of the Code) experiences an Excess Deferral in any Plan Year, he may designate the extent to which the excess amount is composed of Elective Deferrals and excess Roth 403(b) Contributions, provided that both types of contributions were made by the Employee during the applicable Plan Year. If the highly compensated employee does not designate which type of contributions are to be distributed, then pre-tax Elective Deferrals shall be distributed first, followed by Roth 403(b) Contributions.
- 10.8 **Definition of Roth 403(b) Contributions.** A Roth 403(b) Contribution is an Employee contribution that is designated irrevocably by the Employee on his enrollment form to be a Roth 403(b) Contribution and is treated by the Employer as includible in the Employee's income.
- 10.9 **Roth Caveat.** Employer, Administrator and providers of Annuity Contracts and Custodial Accounts shall utilize good faith compliance efforts to conform to the requirements applicable to Roth 403(b) Contributions based on applicable IRS guidance related to Roth 403(b) Contributions. The Plan shall be administered and interpreted in the manner necessary to ensure compliance with such guidance.

The Employer has evidenced its intent to adopt this Plan by executing the Adoption Agreement which is a part of this 403(b) Plan document. This Plan document, the Adoption Agreement, and any underlying Annuity Contracts and Custodial Accounts provided by the Vendors authorized by the Employer, as well as necessary forms and administrative policies and procedures incorporated by the Employer, an Administrator or any Funding Vehicle shall constitute the entire Plan.

ADOPTION AGREEMENT

Employer hereby adopts the 403(b) Plan Document for Public Education Organizations plan document (the "Plan") as modified by this Adoption Agreement and agrees that the following provisions shall be incorporated as part of the Plan document.

EMPLOYER INFORMATION

Name of Employer: Independent School District # 284

Federal Tax ID: 41-6001464

Employer's Address:
210 County Rd. 101 N
PO Box 660
Wayzata, MN 55391

Telephone Number: 763-745-5070

Fax: 763-745-5091

Contact Person: Jill Schwint

Type of Organization:

- K-12 Public School Community College Public College/University

Note: If Employer is not a public education organization, this document may not be used.

PLAN INFORMATION

1. Name of Plan: Independent School District # 284 403(b) Plan

2. Effective Date: This Adoption Agreement:

- establishes a Plan effective as of _____ (the "Effective Date") and is the first 403(b) plan document established by the Employer.
 amends and restates a previously established 403(b) Plan document of the Employer. The effective date of this amended Plan is December 31, 2012 (the "Effective Date").

Default Construction Rule: If no box is checked, that feature is NOT included in the Plan.

3. **Eligibility:** Under the Plan document, ALL common law employees except student workers and student teachers are immediately eligible to make contributions under the Plan, unless an exception is indicated below. Eligibility for Employer Contributions is based on applicable employment agreements or collective bargaining agreements to which an employee is subject, or as determined by the Employer from year to year.

The following employees are excluded from participating in the Plan (**NOT RECOMMENDED**):

- Employees who normally work fewer than ___ hours per week (must be 20 or less and generally equivalent to 1,000 hours or less in a working year except as otherwise provided under applicable 403(b) regulations
 Employees who are eligible to participate in another plan sponsored by the Employer that permits salary reduction contributions described under Section 403(b)(12)(A) of the Code.

Note: Excluding any employees will greatly increase the risk of violating the "universal availability" requirements of Section 403(b)(A)(ii) of the Code which may result in complete Plan failure.

4. Contributions:

Employee Contributions (in addition to pre-tax Elective Deferrals):

- Roth 403(b) Contributions are NOT permitted under the Plan
- Roth 403(b) Contributions to the Plan are permitted beginning on December 31, 2012. If Roth 403(b) Contributions are permitted to the Plan, direct rollovers from other Roth 403(b) or 401(k) plans are , are not accepted into the Plan

Employer Contributions, if any:

- No Employer Contributions will be made.
- Employer Contributions will be made in accordance with applicable employment agreements and collective bargaining agreements, or as may be determined from year to year by the Employer.

5. 15 Years of Service Catch Up Contributions: The Plan *will* or *will not* permit employees with 15 years of service with the Employer that satisfy the conditions for the Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service (Section 3.2 of the Plan) to increase their Elective Deferrals limitation.

6. Investment Options: Any Annuity Contracts and/or Custodial Accounts that meet the requirements of Section 403(b) of the Code offered by the organizations listed on Appendix 1 are authorized as Vendors under the Plan.

7. Exchanges Within the Plan: The Plan *will* or *will not* permit Participants to make Exchanges. If permitted, Exchanges may occur:

- Only between those Vendors listed on Appendix 1 (*permitted only between Vendors authorized to maintain current payroll slots*).
- Between Vendors listed on Appendix 1 and from vendors that are not listed on Appendix 1 to Vendors listed on Appendix 1. Exchanges to Vendors not listed on Appendix 1 are not permitted. (*permitted between authorized Vendors AND from unauthorized vendors to authorized Vendors*)
- Between Vendors listed on Appendix 1 and any other organization offering annuity contracts and/or custodial accounts that satisfy the requirements of Section 403(b) of the Code and execute the information sharing agreement provided by Employer for purposes of satisfying applicable compliance requirements. Administrator will maintain a list of organizations (Appendix 2) that have executed information sharing agreements and will make this list available to Vendors. (*permitted between authorized Vendors and between any other listed vendor that executes an information sharing agreement*).

8. Transfers Into the Plan : The Plan *will* or *will not* accept Transfers from another employer's 403(b) plan.

9. Transfers From the Plan : The Plan *will* or *will not* permit Transfers from the Plan to another employer's 403(b) plan, if requested by a former Participant.

10. Beneficiary Rights : A beneficiary of a deceased Participant's account may may not designate his own beneficiary.

11. Financial Hardship Distributions: Hardship Distributions *are* or *are not* available under the Plan.

12. **Loans:** Loans *are* or *are not* available under the Plan subject to availability and any additional conditions that may apply under a Participant's 403(b) Individual Agreement(s).

Note: The Plan prohibits loans to any Participant who has previously defaulted on a loan from any retirement or deferred compensation plan sponsored by the Employer.

13. **Plan Administration:** The Plan shall be administered:

- By the Employer (Default under the Plan)
- By a designated Administrator. The Employer has named Educators Benefit Consultants LLC. to act in this capacity.
- Jointly by Employer and Vendors. Unless otherwise agreed to in writing by the parties, Employer and each Funding Vehicle shall jointly act as Administrator of the Plan. Employer shall be responsible for matters relating to the Plan document, eligibility (including providing notice of the Plan to Employees), enrollment opportunities, contributions, proper tax reporting on contributions, and payroll related issues. The Funding Vehicles are responsible for matters relating to investing Contributions as directed by Participants, beneficiary designations, distributions, exchanges, transfers, rollovers, loans, withdrawals and post-employment compliance matters, such as tax reporting, notice requirements and withholding on distributions.

The following section may be used to insert provisions for which there were no acceptable alternatives provided. It may be used to modify any portion of the Plan or Adoption Agreement.

NOTE: Any modifications should be carefully reviewed by Employer's legal counsel to ensure that changes do not adversely affect the Plan's qualification under Section 403(b) of the Code.

Other provisions of the Plan (Attach additional pages as necessary):

EMPLOYER ACKNOWLEDGEMENTS AND SIGNATURES

Employer acknowledges that it is an eligible public education organization under Section 170(b)(1)(A)(ii) of the Code and is authorized to offer a program qualified under Section 403(b) of the Internal Revenue Code.

EMPLOYER

Print Name of Employer: _____

By: _____

Print Name of Signer: _____

Title: _____

Dated: _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: C. Finance and Business Services

COMMENTS BY: Mr. Westrum

3. **RESOLUTION FOR THE 2013 WASTE ABATEMENT INCENTIVE FUND SCHOOL RECYCLING ASSISTANCE PROGRAM.**

The Hennepin County Board has established a School Recycling Assistance Program to provide funding (“Incentive Funds”) to selected eligible waste abatement projects; and Wayzata Public Schools has been selected for funding in accordance with the terms of the attached Agreement, 2013 Waste Incentive Funds Agreement Contract No: A130657.

The District will accept incentive funds from Hennepin County which will cover a majority of the equipment and supplies of updating the current waste abatement program and will not exceed, Thirty five thousand four hundred sixty dollars and seventy two cents (\$35,463.72).

RECOMMENDED ACTION: APPROVE THE RESOLUTION FOR THE 2013 WASTE ABATEMENT INCENTIVE FUND SCHOOL RECYCLING ASSISTANCE PROGRAM and authorize and sign the agreement.

Motion by: _____ ROLL CALL Passed _____

Second by: _____ VOTE Failed _____

SCHOOL RECYCLING ASSISTANCE PROGRAM AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 (the "COUNTY"), on behalf of the Hennepin County Department of Environmental Services 701 South Fourth Street, Suite 700, Minneapolis, Minnesota 55415 (the "DEPARTMENT") and Wayzata Public Schools, 17305 19th Ave N., Plymouth, MN 55447 (the "DISTRICT").

WITNESSETH:

WHEREAS, the Hennepin County Board has established a School Recycling Assistance Program to provide funding ("Incentive Funds") to selected eligible waste abatement projects; and

WHEREAS, the DISTRICT has made an application for a public entity waste abatement project and has been selected for funding of said described project in accordance with the terms of this Agreement (application copy attached as Exhibit A);

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY, on behalf of the DEPARTMENT, and the DISTRICT agree as follows:

The parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence upon execution and terminate December 31, 2015, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

The total cost of this Agreement, including all reimbursable expenses, shall not exceed Thirty five thousand four hundred sixty three dollars and seventy two cents (\$35,463.72).

2. SERVICES TO BE PROVIDED

a. The DISTRICT will operate its waste abatement project Updating Sorting Tables, (hereinafter the "Project"), including the proposed Project budget, as described in the application submitted by the DISTRICT and kept on file with the COUNTY (Exhibit A).

i. In addition to the services referred to above, the DISTRICT agrees:

1. The DISTRICT shall submit to the DEPARTMENT an interim report by December 31, 2014, and a final report by November 30, 2015. The reports should include at a minimum:
 - Project findings and summary;
 - Results achieved;
 - Obstacles/challenges encountered;
 - Amount of material collected, recycled, and disposed;
 - Recommendations;
 - Detailed budget expenditures; and
 - Cost/benefit analysis of the Project.

In addition, the DISTRICT will present the Project findings, as set forth in the final report, to public entity representatives, including but not limited to municipal recycling coordinators and public school representatives at such times and places as the County may request.

2. All Incentive Funds accepted from the COUNTY over the term of the Agreement shall be used solely for Project expenses relating to waste reduction and recycling, as described in the Project budget. The DISTRICT shall not retain any Incentive Funds in excess of actual Project expenses and shall return any such excess Incentive Funds to the COUNTY upon completion of the Project.
 3. The DISTRICT may not charge its residents/students through property tax, utility fees, tuition fees, special fees or any other method for that portion of the costs of the Project that is funded by COUNTY Incentive Funds.
 4. The DISTRICT shall establish a separate accounting mechanism, such as a Project number, activity number, cost center, or fund that will separate Incentive Fund revenues and expenditures from all other DISTRICT activities.
 5. Incentive Fund Project activities, revenues, and expenditures are subject to audit by the COUNTY to ensure compliance with the purpose of the grant. Any Incentive Fund expenditures not approved shall be returned to the COUNTY.
- c. All right, title and interest in all copyrightable material which the DISTRICT may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of the COUNTY. The DISTRICT shall assign to the COUNTY all right, title, interest and copyrights of the copyrightable material. The DISTRICT also agrees, upon request of the COUNTY, to execute all papers and perform all other acts necessary to assist the COUNTY to obtain and register copyrights on those materials. Where applicable, works for authorship created by the DISTRICT for the COUNTY in performance of this

Agreement shall be considered “works made for hire” as defined in the U.S. Copyright Act.

- d. The DISTRICT hereby warrants that, when legally required, the DISTRICT shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to the COUNTY including but not limited to software, hardware, documentation, and/or any other item. The DISTRICT further warrants that any material or item delivered by the DISTRICT will not violate the United States Copyright Law or any property right of another and agrees that the DISTRICT shall defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers, and employees, at the DISTRICT’s own expense against any alleged infringement of any copyright or property right.

3. PAYMENT FOR SERVICES

The COUNTY shall pay Incentive Funds to the DISTRICT in an amount not-to-exceed Thirty five thousand four hundred sixty three dollars and seventy two cents (\$35,463.72). The first Incentive Fund payment, Seventeen thousand seven hundred thirty one dollars and eighty six cents (\$17,731.86), shall be disbursed upon execution of the Agreement. The second Incentive Fund payment, Seven thousand ninety two dollars and seventy four cents (\$7,092.74) shall be disbursed upon approval of the interim Project report. The final Incentive Fund payment, Ten thousand six hundred thirty nine dollars and twelve cents (\$10,639.12), shall be disbursed upon approval of the final Project report.

4. INDEPENDENT CONTRACTOR

DISTRICT shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting DISTRICT as the agent, representative, or employee of the COUNTY for any purpose. DISTRICT is and shall remain an independent contractor for all services performed under this Agreement. DISTRICT shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel of DISTRICT or other persons while engaged in the performance of any work or services required by DISTRICT will have no contractual relationship with the COUNTY and will not be considered employees of the COUNTY. The COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Economic Security Law or the Workers’ Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against DISTRICT, its officers, agents, contractors, or employees. DISTRICT shall defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers, and employees from all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from the COUNTY, including, without

limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

5. INDEMNIFICATION

DISTRICT agrees to defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of DISTRICT, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of DISTRICT to perform any obligation under this Agreement.

6. INSURANCE

A. With respect to the services provided pursuant to this Agreement, DISTRICT agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

Limits

1. Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence—Combined Bodily Injury and Property Damage	1,500,000

2. Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability. Bodily injury by:	
Accident—Each Accident	500,000
Disease—Policy Limit	500,000
Disease—Each Employee	500,000

B. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of DISTRICT to determine the need for and to procure additional

insurance which may be needed in connection with this Agreement. Upon written request, DISTRICT shall promptly submit copies of insurance policies to the COUNTY.

DISTRICT shall not commence work until it has obtained required insurance and filed with the COUNTY a properly executed Certificate of Insurance establishing compliance.

- C. Duty to Notify. DISTRICT shall promptly notify the COUNTY of any claim, action, cause of action or litigation brought against DISTRICT, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement. DISTRICT shall also notify the COUNTY whenever DISTRICT has a reasonable basis for believing that DISTRICT and/or its employees, officers, agents or subcontractors, and/or the COUNTY, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

7. DATA PRACTICES

DISTRICT, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. If DISTRICT creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the COUNTY pursuant to this Agreement, then DISTRICT must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. DISTRICT agrees to defend, indemnify and hold harmless the COUNTY, its officials, officers, agents, employees, and volunteers from any claims resulting from DISTRICT's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. DISTRICT agrees to promptly notify the COUNTY if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

8. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, DISTRICT agrees that the COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of DISTRICT and involve transactions relating to this Agreement. DISTRICT shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.

9. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. DISTRICT binds itself, its partners, successors, assigns and legal representatives to the COUNTY for all covenants, agreements and obligations contained in the contract documents.
- B. DISTRICT shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the COUNTY. A consent to assign shall be subject to such conditions and provisions as the COUNTY may deem necessary, accomplished by execution of a form prepared by the COUNTY and signed by DISTRICT, the assignee and the COUNTY. Permission to assign, however, shall under no circumstances relieve DISTRICT of its liabilities and obligations under the Agreement.
- C. DISTRICT shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of the COUNTY. Permission to subcontract, however, shall under no circumstances relieve DISTRICT of its liabilities and obligations under the Agreement. Further, DISTRICT shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between DISTRICT and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. DISTRICT shall make contracts between DISTRICT and subcontractors available upon request.

10. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this

Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

11. DEFAULT AND CANCELLATION

- A. If DISTRICT fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless DISTRICT's default is excused by the COUNTY, the COUNTY may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the COUNTY to delay payment until DISTRICT's compliance. In the event of a decision to withhold payment, the COUNTY shall furnish prior written notice to DISTRICT.
- B. Upon cancellation or termination of this Agreement, the DISTRICT shall itemize any and all Incentive Fund expenditures up to the date of cancellation or termination and return any Incentive Funds not yet expended.
- C. Notwithstanding any provision of this Agreement to the contrary, DISTRICT shall remain liable to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by DISTRICT. Upon notice to DISTRICT of the claimed breach and the amount of the claimed damage, the COUNTY may withhold any payments to DISTRICT for the purpose of set-off until such time as the exact amount of damages due the COUNTY from DISTRICT is determined. Following notice from the COUNTY of the claimed breach and damage, DISTRICT and the COUNTY shall attempt to resolve the dispute in good faith.
- D. The above remedies shall be in addition to any other right or remedy available to the COUNTY under this Agreement, law, statute, rule, and/or equity.
- E. The COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. This Agreement may be canceled with or without cause by either party upon thirty (30) day written notice.
- G. COUNTY may upon written notice immediately terminate this Agreement in the event funding for this Project is withdrawn, frozen or otherwise made unavailable,

in the sole discretion of the COUNTY. COUNTY is not obligated to further fund the Project after notice and effective date of termination.

12. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DATA PRACTICES; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

13. CONTRACT ADMINISTRATION

In order to coordinate the services of DISTRICT with the activities of the Hennepin County Department of Environmental Services so as to accomplish the purposes of this Agreement, Dave McNary, Solid Waste Division Manager or successor (Contract Administrator), shall manage this Agreement on behalf of the COUNTY and serve as liaison between the COUNTY and DISTRICT.

Michael Johnson, Assistant Director of Buildings and Grounds, who can be contacted at 763-745-5173 or Michael.Johnson@wayzata.k12.mn.us , shall manage the contract on behalf of the DISTRICT. DISTRICT may replace such person but shall immediately give written notice to the COUNTY of the name, phone number and email address of such substitute person and of any other subsequent substitute person.

14. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. DISTRICT shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, DISTRICT shall comply with all applicable conditions of the specific referenced or attached grant.
- C. DISTRICT certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of debarment or suspension proceedings.

15. PAPER RECYCLING

The COUNTY encourages DISTRICT to develop and implement an office paper and newsprint recycling program.

16. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the originating Department at the address given in the opening paragraph of the Agreement. Notice to DISTRICT shall be sent to the address stated in the opening paragraph of the Agreement or to the address stated in DISTRICT's Form W-9 provided to the COUNTY.

17. PROMOTIONAL LITERATURE

DISTRICT agrees, to the extent applicable, to abide by the current Hennepin County Communications Policy (available upon request). This obligation includes, but is not limited to, DISTRICT not using the term "Hennepin County" or any derivative in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of a COUNTY Department Director or equivalent.

18. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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COUNTY BOARD AUTHORIZATION

Reviewed by the County Attorney's Office

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Assistant County Attorney

By: _____
Chair of Its County Board

Date: _____

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
David Hough, County Administrator

Date: _____

By: _____
Assistant County Administrator, Public Works

Recommended for Approval

Date: _____

By: _____
Director, Department of Environmental Services

Date: _____

DISTRICT (Wayzata Public Schools)
DISTRICT warrants that the person who executed this Agreement is authorized to do so on behalf of DISTRICT as required by applicable articles, bylaws, resolutions or ordinances.*

Name: _____

By: _____

Date: _____

***DISTRICT shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time DISTRICT returns the Agreement to the COUNTY.**

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: D. Human Resources

COMMENTS BY: Annie Doughty

There are no items for this section.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 7. OTHER BOARD ACTION

ITEM: A. Approval of Designated Bulletin Board for Legal

Public Announcements for the 2013 – 2014 School Year

COMMENTS BY: Superintendent Anderson

While it is generally accepted that the School Board’s “Official Bulletin Board” is located at the District Administration Building, it is recommended that the Board take action on this designation annually as a reminder to the public. We will continue our practice of posting School Board agendas in all District schools and on the District’s Web site during the 2013 – 2014 School Year.

RECOMMENDED ACTION: Designate the bulletin board at the Administration Building as the School Board’s “Official Bulletin Board” for the 2013-2014 School Year.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 7. OTHER BOARD ACTION

ITEM: B. Approval of Designated Radio Station for Legal Public
Announcements for the 2013 – 2014 School Year

COMMENTS BY: Superintendent Anderson

It has been a long-standing practice of the District to use WCCO-AM Radio Station for making emergency announcements such as closing, delayed opening, or dismissing schools early. It is recommended that the Board annually designate the station the District will use for such announcements and that we continue with WCCO-AM for the 2013-2014 School Year.

RECOMMENDED ACTION: Designate WCCO-AM as the Wayzata Public School District’s official radio station for emergency announcements during the 2013-2014 School Year.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 7. OTHER BOARD ACTION

ITEM: C. Approval of Designated Newspaper for Legal Public
Announcements for the 2013 – 2014 School Year

COMMENTS BY: Superintendent Anderson

The Administration recommends that the School Board again designate the PLYMOUTH SUN-SAILOR as the District’s official newspaper for the 2013-2014 School Year. The District publishes in the official newspaper all legal notices, such as School Board minutes, bid solicitations, election notices, etc.

RECOMMENDED ACTION: Designate the PLYMOUTH SUN-SAILOR as the official newspaper for Wayzata Public Schools during the 2013-2014 School Year.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 7. OTHER BOARD ACTION

ITEM: D. Approval of the Wayzata School District Contract with the City of Wayzata - Community Room and Equipment

COMMENTS BY: Superintendent Anderson

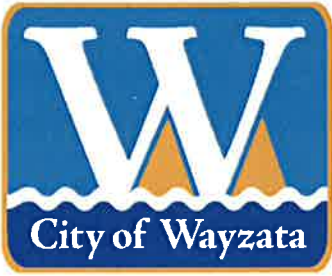
The school district has entered into an agreement for the use of the Wayzata City Hall Community Room and the Studio for the televising of the monthly Regular Board Meetings since May 2004. The Agreement for the 2013-2014 school year is attached for the School Board’s approval.

RECOMMENDED ACTION: Approve the Agreement for the use of the Wayzata City Hall Community Room and Equipment to televise the monthly Regular School Board Meetings for the 2013-2014 school year.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____



City of Wayzata
600 Rice Street
Wayzata, MN 55391-1734

Mayor:
Ken Willcox

City Council:
Jack Amdal
Bridget Anderson
Andrew Mullin
Tom Tanner

City Manager:
Heidi Nelson



June 21, 2013

Ms. Colleen Erickson
Wayzata Independent School District #284
PO Box 660
Wayzata, MN 55391

Dear Ms. Erickson:

Enclosed please find three (3) copies of the Community Room and Cable Television/Video Production Facility Agreement for your review and approval. Please return one (1) fully executed copy of this agreement to my attention.

You may contact me at 952-404-5303 if you have any questions.

Sincerely,

Becky Malone
Deputy City Clerk

Enclosures

A G R E E M E N T

This Agreement made and entered into by and between the City of Wayzata, a municipal corporation, hereinafter referred to as "Landlord"; and Independent School District 284 "ISD# 284".

W I T N E S S E T H:

Whereas, Landlord and ISD #284 entered into an Agreement for the use of the Wayzata City Hall Community Room located at 600 Rice Street, Wayzata, Minnesota, 55391;

Now, therefore, the parties mutually agree as follows:

Landlord hereby agrees to allow ISD #284 to use the Community Room in accordance with the City's "Community Room Policy" and the following terms:

- A. ISD #284 agrees to schedule the community room through the City of Wayzata per the Wayzata Community Room Scheduling and Use Policy rules. (One meeting per month, set-up time starting at 4 PM, provide own DVD's, tapes etc., vacuum if needed, empty trash and recycling from meeting.)
- B. ISD #284 agrees to return the Community Room back to its standard configuration after each use.
- C. ISD #284 agrees to be responsible for any liability, damage or loss to the City from the ISD #284's use of the Community Room pursuant to Indemnification, Property Damage and Liabilities and the City must be furnished appropriate certificates showing such coverage and the City be listed as an additional insured.
- D. For the contract year 2013/2014, ISD #284 agrees to pay the sum of Two Thousand Six Hundred Fifty Dollars (\$2,650.00) for the use of the Wayzata Community Room. Effective for subsequent years, Landlord shall, at its sole discretion, have the right to make reasonable adjustments to the room use fee.
- E. ISD #284 shall have the right to terminate its use of the Community Room in the contract year 2013/2014 upon 30-days written notice to Landlord.

The effective date of this Agreement is July 1, 2013.

LICENSE AGREEMENT

(Wayzata City Hall Cable Television Video Production Studio)

This License Agreement ("Agreement") is made as of the 1st day of July, 2013 by and between Independent School District #284 ("ISD #284") and the City of Wayzata, a Minnesota municipal corporation (the "City").

WITNESSETH

WHEREAS, THE City owns and operates a cable television/video production facility (the "Studio") (for purposes of this Agreement the Studio shall be defined to include all equipment and personal property located within the Studio), which said facility located in the Wayzata City Hall located at 600 Rice Street East, Wayzata Minnesota; and

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

1. License. The City hereby licenses to the ISD #284 for the use of the Studio and the equipment and improvements located within the Studio as well as other personal property located within the Studio. Such use shall be on a nonexclusive basis subject to the approval of the City, within the City's sole discretion.
2. Purpose. The ISD #284 agrees that it shall use the Studio for the sole purpose of cable casting ISD #284 meetings that are held in the Wayzata City Hall Community Room.
3. Personnel. As a condition of the license granted by the City the ISD #284 agrees that any time it uses the Studio, the Studio will only be used by a videographer who will be under the direct supervision of a ISD #284 manager. One videographer shall be assigned to broadcast ISD #284 meetings in the Wayzata City Hall Community Room who will be fully trained in by City or ISD #284 employees before broadcasting any meetings or using the Studio. Such personnel may be employees of ISD #284 or independent contractors. Such videographer must be approved by the City to the City's sole discretion. The ISD #284 shall be solely responsible for wages, workers' compensation insurance, wage withholding for social security, income tax and other compensation and taxes to be paid to and on behalf of such videographer and the ISD #284 manager, if any.

4. Operations.

A. ISD #284 shall:

- i. Return the Studio to correct working order;
- ii. Not remove any City equipment or property from the Studio except as authorized by appropriate City personnel;
- iii. Secure the Studio and City Hall when it leaves the Studio;
- iv. Agree to abide by all rules, regulations, and requests adopted by the City in regard to use of the Studio;
- v. Only use the Studio for the broadcast of ISD #284 meetings.

B. City shall:

- i. Provide one key and fob to allow access to the Studio and City Hall;
- ii. Provide custodial services, cabinets, chairs and such other furniture as City determines is necessary for operation of the Studio.

5. Indemnification, Property Damage and Liabilities. The ISD #284 agrees to jointly and severally exonerate, save harmless, protect, and indemnify the City and its employees, Council Members and agents from and against any and all losses, damages, claims, suits or actions, judgments, and costs that may arise or grow out of any injury to or death of persons or damage to property, arising out of and attributable to the acts or omissions of, or use by the ISD #284, its agents, servants, employees, or guests of the Studio and the contents therein. The City shall not be responsible for the loss of or damage to property or injury to person, occurring in or about the Studio while in use by the ISD #284. The ISD #284 agrees that if any damage is caused to the Studio or contents therein it shall immediately repair such damage or replace such equipment or personal property so damaged. Nothing herein shall be deemed a waiver by ISD #284 of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

6. Insurance. The ISD #284 agrees that they shall maintain insurance in amounts and substance reasonably acceptable to the City, which said insurance shall insure for damages to the Studio and its contents caused by the ISD #284. Upon the request of the City, the ISD #284 shall provide the City with proof of such insurance. If requested by the City, the insurance shall call for 30 days written notice to the City before cancellation of such insurance. The City shall be named as a certificate holder or an additional insured. Nothing herein shall be deemed a waiver of the limitations on liability set forth in Minnesota Statutes, Chapter 466.

7. Notice. If a notice is given pursuant to the terms of this Agreement, said notice shall be by US mail, certified, return receipt requested, addressed to the City as follows: City Manager, City of Wayzata, 600 Rice Street E, Wayzata, Minnesota 55391; to ISD #284 at 210 North County Road 101, Wayzata, MN 55391.

8. Assignment. This agreement may not be assigned by ISD #284 to a third party without the written consent of the City, which may be withheld in the City's sole judgment.


9. Term. The term of this License shall be from the date hereof until Midnight on June 30, 2014.
10. Miscellaneous. The City, by entering into this Agreement makes no representation or warranty regarding the fitness of the Studio and its equipment and personal property as being suitable for the purposes of the ISD #284. The ISD #284 agrees that the Studio and its contents are being provided on an "as is" basis. The ISD #284 agrees that they shall be solely responsible for the content of all matters broadcast and produced as a result of the ISD #284.
11. Termination. Either party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days written notice to the other parties.
12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.
13. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to all matters regarding the rights and obligations of each party regarding the operation, access and use of the Studio, and this Agreement supersedes all prior agreements and understandings, oral and written, between the City, and ISD #284 regarding use of the Studio.
14. Binding Effect. This agreement shall insure to the benefit of the parties hereto and shall be binding upon the parties hereto and their respective successors and assigns.
15. Headings. The article, section, and other headings contained in this Agreement are for reference purposes only and shall be deemed to be a part of this Agreement or to affect the meaning or interpretation of this Agreement.
16. Counterparts. This Agreement may be executed in any number of counterparts, and be different parties on different counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement shall be deemed fully executed when each party hereto has executed a counterpart hereof.
17. Severability. If any term, condition, or provision of this Agreement, or the application thereof to any circumstance, shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provision of this Agreement shall not be affected thereby and each remaining term, covenant, condition, and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY:

CITY OF WAYZATA

By  _____
It's Mayor

And by  _____
It's City Manager

ISD #284:

By _____
It's Board Chair

And by  _____
It's Executive Director

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 8. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD

ITEM: _____

COMMENTS BY: Board Chair Droegemueller

This section of the agenda provides an opportunity for members of the audience to address the School Board.

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 9. BOARD REPORTS

ITEM: A. Legislative Action Committee Report

COMMENTS BY: Board Chair Droegemueller

This section of the agenda provides an opportunity for Board members and/or the Superintendent to bring up any items of new business.

The school board representative for the Legislative Action Committee (LAC), Ms. Cheryl Polzin, will give a brief summary on the LAC's activities for the 2012-2013 school year.

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – August 12, 2013

AGENDA SECTION: 10. ADJOURN

ITEM: _____

COMMENTS BY: Board Chair Droegemueller

If there is no additional business before the School Board, the Chair will call for a motion to adjourn the meeting.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____