

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting - November 8, 2010 - 6:00 PM
Wayzata City Hall, 600 Rice Street, Wayzata

AGENDA

1. CALL TO ORDER/ROLL CALL	4
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Consent Agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed as a Consent Agenda item and addressed. Consent Agenda Items are as follows:	
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This section of the agenda provides an opportunity for those who have called and placed their names on the list and for members of the audience to address the School Board.	

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WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

VISION

A model of excellence among learning communities

MISSION

The mission of the Wayzata School District is to prepare all students for the future by providing a challenging education which builds academic competence, develops responsible citizenship, encourages creativity, promotes lifelong learning, advances critical thinking skills, instills a commitment to personal wellness, and fosters respect for self and others.

District Directions for 2008-2010

To ensure high achievement on the part of each student and to realize our vision, the district's directions for 2008-2010 are:

- *Provide a more personalized education for each student.*
- *Eliminate the predictability of student achievement based on race.*
- *Provide opportunities for students to engage in global connections.*
- *Prepare students in skills that they will need to function effectively in the future including creative thinking, diplomacy, problem solving and teamwork.*
- *Enhance the sense of ownership and engagement in the district by all segments of the community.*

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA ITEM: 1. CALL TO ORDER/ROLL CALL

COMMENTS BY: Board Chair Peterson

Susan Droegemueller, Board Clerk, will call the roll:

	<u>PRESENT</u>	<u>ABSENT</u>
Ms. Linda A. Cohen	_____	_____
Ms. Susan Hayes Droegemueller	_____	_____
Ms. Susan Gaither	_____	_____
Ms. Patricia L. Gleason	_____	_____
Mr. Jay A. Hesby	_____	_____
Mr. John A. Moroz	_____	_____
Ms. Carter G. Peterson	_____	_____
Dr. Chace B. Anderson, Ex Officio	_____	_____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

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

ITEM: _____

COMMENTS BY: Board Chair Peterson

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 – October 11, 2010
 - 2. Special Meeting – October 25, 2010
- B. Finance and Business Recommendations
- C. Approval of State of Minnesota Grant Agreement for the Facility Cost Share Project
- D. 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 _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

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

ITEM: A. Approval of Minutes

COMMENTS BY: Board Clerk Droegemueller

1. Regular Meeting – October 11, 2010

Enclosed for Board review and approval are the minutes of the Regular Board Meeting of October 11, 2010.

RECOMMENDED ACTION: Approve the minutes of the Regular Board Meeting of October 11, 2010.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

Official Minutes of Regular Meeting

October 11, 2010

The Board of Education Wayzata Public Schools

A Regular meeting of the Board of Education of Wayzata Public Schools was held October 11, 2010, beginning at 7:00 PM at Wayzata City Hall, 600 Rice Street, Wayzata, MN, pursuant to due notice. The meeting was broadcast live on cable television Plymouth Channel 22 (Comcast) and Wayzata Channel 19 (Mediacom), and delayed broadcast on Minnetonka Channel 17 (Time Warner).

1. **CALL TO ORDER/ROLL CALL**

The meeting was called to order by Board Chair, Carter Peterson, and Susan Droegemueller, Board Clerk, called the roll. The following School Board members were present: Ms. Linda A. Cohen, Ms. Susan H. Droegemueller, Ms. Susan Gaither, Ms. Patricia L. Gleason, Mr. Jay A. Hesby, Mr. John A. Moroz, Ms. Carter G. Peterson, and Dr. Chace B. Anderson, Superintendent of Schools and Ex Officio member of the School Board. School Board members absent: No one.

Call to Order
Roll Call

Others Present: Bob Noyed, Annie Doughty, Jill Johnson, Jim Westrum, Colleen Erickson, Jodi Olson, Danny Sable, Courtney Sable, Connie Leuer, Jim Leuer, Joe Matson, Dennis Grasmick, Lauren Stuftt, Samantha Carter, Michael Neaton, Lauren Urke, David Elmhirst, Donald Krubsack, Sara Porter, Hannah Roe and Gabriele Sanderson.

2. **APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS**

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.

Agenda and
Consent
Agenda

A motion was made by Mr. John Moroz and seconded by Mr. Jay Hesby to approve the agenda and the consent agenda items as presented. The motion passed unanimously.

Consent Agenda Items are as follows:

A. Approval of Minutes

Approved the official minutes of:

1. Regular Meeting – September 13, 2010
2. Special Meeting – September 27, 2010

Minutes

B. Board Policies and Regulations – Annual Review – No Changes

Approved for first reading the following Board Policies as presented:

Board Policies and
Regulations

1. Board Policy and Regulations 403 and 403-R – “Harassment and Violence” – First Reading
2. Board Policy and Regulations 415 and 415-R – “Mandated Reporting of Child Neglect or Physical or Sexual Abuse” – First Reading

C. Change/Addition to School Board Meeting Schedule

Change/Addition to School Board Meeting Schedule

Approved changing the start time of the Regular School Board meeting scheduled for November 8, 2010 to 6:00 p.m.

1. Regular Meeting November 8, 2010 Time Change

It was recommended that the School Board meeting scheduled at 7:00 p.m. on November 8, 2010 be changed to 6:00 p.m. on November 8, 2010. The reason for this change is that there are 35 National Merit Scholar Semi-Finalists and their esteemed teachers being recognized at this meeting and the Board would like to complete the business section of the meeting before this recognition begins.

D. Finance and Business Recommendations

Finance and Business Recommendations

Authorized the following disbursements:

- General Checking Account – September 2010 \$ 5,210,158.97
- Wire Transfer – August 2010 \$ 18,897,843.00

Accepted donations from the following:

Gifts

Amount	Donated By	Purpose
\$ 12.00	Gleason Lake Elementary PTA	Scholarship for 5 th Grade Fieldtrip
29.00	Gleason Lake Elementary PTA	Scholarship for 3 rd Grade Fieldtrip
30.00	Alice Peng/Wells Fargo	Educational Matching Gift Program
39.30	Gleason Lake Elementary PTA	Scholarships for Kindergarten
60.00	Gleason Lake Elementary PTA	Scholarships for 5 th Grade
100.00	Doug MacDonald/RMG	“Refer a Friend. Build Your Community.” Campaign
100.00	Jai Prakash, Shobah Bhojwani	“Refer a Friend. Build Your Community.” Campaign
120.00	Randall Schaefer/Wells Fargo	Educational Matching Gift Program
200.00	Kerry Schmidt	Chair for Special Services at Sunset Hill
2,000.00	Kimberly Lane Elementary PTA	Field Trip Busing Support
2,894.56	Target	“Take Charge of Education Program” for Central Middle School
3,123.94	Target	“Take Charge of Education Program” for East Middle School
3,660.00	Greenwood Elementary PTA	Field Trip Support
5,000.00	Sunset Hill Elementary PTSA	Field Trip Support
7,700.00	Plymouth Creek Elementary PTO	Field Trip Support
\$25,068.80		

E. Federal Title Funds Combined Application

Federal Title Funds combined Application

Approved the Federal Title Funds Combined Applications as presented.

Wayzata Public Schools has submitted the annual application under the Elementary and Secondary Education Act (ESEA) for Title, I, II and III funding to the Minnesota Department of Education. The Title program allocation for the 2010-11 school year is as follows:

Title I	\$274,745.61
Title II	\$193,139.01
Title III	\$ 28,790.54

Title I dollars are allocated to support reading and math instruction for students in schools determined eligible for the funding. Wayzata Public Schools has five buildings designated as Title I eligible; Birchview, Gleason Lake, Oakwood, Sunset Hill, and East Middle School. In addition, the District is required to allocate funds to eligible Non-Public Schools located in the District. Funds from Title I are designated in the following manner; support personnel working with eligible students, provide materials and supplies for instructions, and support professional development of Title I funded employees.

Title II dollars are allocated to support professional development in the use of scientifically research based instructional strategies. These dollars are allocated to both the District's schools and Non-Public schools.

Title III supports programming for the District's English Learners (EL's). The funds are dedicated to the provision of paraprofessional support to EL's in the general education classroom, purchase of core curriculum in the areas of reading, writing, listening, and speaking, and integration of technology in the EL classrooms.

F. Human Resource Recommendations

Human Resource
Recommendations

Approved the following Human Resource Actions as recommended:

Employment

Employment

Kyle Alveshere – 4.25 Hour Paraprofessional – West Middle School – New Position

Kathy Emslie – 4 Hour Paraprofessional – Kimberly Lane – New Position

Risha Erickson – 3.75 Culinary Express – Sunset Hill – Transfer – Linda Carlson

Catherine Franke – 3 Hour Paraprofessional – Kimberly Lane – New Position

Tim Hartung – 1.0 Physical Education Teacher – High School – Increased Enrollment

Jodi Hickey – 4 Hour Paraprofessional – Community Ed – New Position

Stacy Klage – 6 Hour Paraprofessional – Greenwood – Transfer – Suzanne Harrer

Nancy Perron – 3.25 Hour Culinary Express – Gleason Lake – Transfer – Heidi Gilbraith

Annette Rawski – 3 Hour Culinary Express – West Middle – Transfer – Sally Liddy

Andrea Roepke – 6 Hour Paraprofessional – West Middle – Resignation – Michelle Majzner

Karen Rudin – 3.75 Hour Culinary Express – Central Middle – Transfer – Michelle Stangler

Joanna Samuels – 6 Hour Paraprofessional – East Middle – Transfer – Donna Fielder

Ronald Snyder – 8 Hour Custodian – High School – Resignation – Kobana Honga

Kristin Solberg – 5.5 Hour Paraprofessional – Birchview – Transfer – Lisa Yentzer

Krismar Waage – 6 Hour Paraprofessional – Central Middle – New Position

Erin Weither – 6.5 Hour Paraprofessional – Oakwood/Gleason Lake – New Position/Transfer – Marla Kautzky

Aleasha Williams – Secretary, Special Services – Central Middle – Resignation – Molly Olson

Disability/Child Care Leave of Absence

Disability Leave of Absence

Alexia Fox – High School Communications Teacher requested a childcare leave of absence for the birth of her baby which is due February 10, 2011. She is requesting a disability leave followed by a childcare leave of absence through May 13, 2011.

Lucia Gardner – East Middle School English Language Learner Teacher requested to extend her childcare leave of absence through November 21, 2010.

Sarah Haight – 2nd Grade Teacher at Gleason Lake Elementary requested a childcare leave of absence for the birth of her baby which is due January 4, 2011. She is requesting a disability leave followed by a six-week childcare leave of absence.

Heidi Hammer – Special Ed Paraprofessional at Oakwood Elementary requested a childcare leave of absence for the birth of her baby which is due November 12, 2010. She is requesting a disability leave followed by a six-week leave of absence.

Katy Hemmah – District Family School Liaison requested a childcare leave of absence for the birth of her baby which is due March 14, 2011. She is requesting a disability leave followed by a six-week childcare leave of absence.

Lucia Jorgenson – Math Teacher at West Middle School requested a childcare leave of absence for the birth of her baby which is due January 10, 2011. She is requesting a disability leave followed by a childcare leave of absence through April 8, 2011.

Tim Lange – High School Math Teacher has requested a childcare leave of absence for the birth of his baby on approximately January 20, 2011. He is requesting a 20-day childcare leave of absence.

Jennifer McNutt – Special Ed Paraprofessional at Oakwood requested a childcare leave of absence for the birth of her baby which is due January 24, 2011. She is requesting a disability leave followed by a one-week leave of absence.

Angela Rieke – Special Ed Paraprofessional at West Middle School requested a childcare leave of absence for the birth of her baby which is due February 11, 2011. She is requesting a disability leave followed by a one-week leave of absence.

Carrie Starkson – Special Ed Paraprofessional at the High School requested a childcare leave of absence for the birth of her baby which is due March 16, 2011. She is requesting a disability leave followed by a six-week leave of absence.

Leave of Absence Without Pay

Leave of Absence Without Pay

Sam Bass – Vocal Music Teacher at Sunset Hill requested a leave of absence without pay from November 15-17, 2010.

Barbara Cartford – Spanish Teacher at Greenwood and Kimberly Lane requested a leave of absence from October 25-27, 2010. She will use two personal day and one day without pay.

Belinda Estrem – Physical Education Teacher at Greenwood requested a leave of absence without pay from February 2-3, 2011.

Resignation

Resignation

Rachael Anderson – Paraprofessional for Community Education submitted her resignation effective September 12, 2010.

Karen Rudin – Culinary Express at Central Middle School submitted her resignation effective September 24, 2010.

Fran Wilke – Data Manager Student and HR/Fin Systems, submitted her resignation effective October 15, 2010.

G. **Assurance of Compliance with State and Federal Laws Prohibiting Discrimination**

Assurance of Compliance with State and Federal Law Prohibiting Discrimination

Approved the Assurance of Compliance with State and Federal Laws Prohibiting Discrimination and authorized the Board Chair and Board Clerk to sign the document.

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

3. **STUDENT CURRICULUM PRESENTATION**

Student Curriculum Presentation

A. **Wayzata High School Marching Band Student Leaders – Summer Program**
Wayzata High School music teachers, David Elmhirst and Donald Krubsack, were present along with WHS marching band student leaders Sarah Porter, Hannah Roe and Gabriele Sanderson who reported on the summer and fall marching band review and shared a short slide show and video on the program.

4. **RECOGNITIONS**

Recognitions

A. **October Employee of the Month – Danny Sable**
Danny Sable, Head Custodian at Oakwood Elementary School, was recognized as Wayzata’s Employee of the Month for October 2010. Danny began his career with the Wayzata Public School in 2001 and has been at Oakwood Elementary for one year. Danny’s peers shared that his influence and dedication to make Oakwood Elementary School look its very best has already been felt and observed. Danny is an outstanding employee; he is committed to make the most of his time by positively directing his staff, checking on issues that emerge and keeping a direct line of communication with the principal and office staff. His “can do” attitude is contagious. Danny also has a very positive relationship with students; they enjoy his great attitude and calming influence. Danny stated, “It is such an honor to be nominated by people in my building that I work with every day. Thank you very much!” Congratulations Danny!

October Employee of the Month

B. **Perfect ACT Scores**
Samantha Carter, Michael Neaton and Lauren Urke, seniors at Wayzata High School, earned a perfect score of 36 on the ACT exam. Congratulations Samantha, Michael and Lauren!

Perfect ACT Scores

5. **REPORTS FROM ORGANIZATIONS** Reports from Organizations
This section of the agenda provides an opportunity for parent, teacher, and/or student associations/organizations to provide the School Board with reports/updates.

Student Council – Lauren Stufft

Senior Lauren Stufft gave a report/update on WHS student activities. Her play by play report on Wayzata’s win over Minnetonka in football on Friday was the highlight of her report! Great job Lauren!

6. **SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS** Superintendent’s Reports and Recommendations

A. Superintendent Superintendent
There were no items for this section.

B. Teaching and Learning Teaching and Learning
There were no items for this section.

C. Finance and Business Services Finance and Business Services
1. Monthly Financial Reports

The School Board received the following monthly financial reports for review and information:

- Student Activity Fund Report of August 31, 2010.

The Monthly Financial Report that details fund and budget status data as of June 30, 2010 will be reported once the June 30, 2010 audit is complete.

No Board action was required.

2. Preliminary Levy Limitation and Certification – 2010 Payable 2011

Minnesota Law requires school districts to certify their proposed property tax levy payable in 2011 to the county auditor on or before September 30, 2010. At the September 27, 2010 Special Board Meeting, the administration recommended and the Board approved a proposed property tax levy of \$46,026,905, which is the maximum allowable amount for the Wayzata School District. This amount is \$61,402 less than the previous years’ levy and represents a 0.13% decrease. The levy will be used to fund a portion of the District’s 2011-2012 operations.

School districts are required to meet the Truth in Taxation requirements for levy year 2010, taxes payable 2011. School districts are no longer required to hold a separate Truth in Taxation hearing, but instead are required to discuss the payable 2011 levy and the current year (FYI 2011) budget at a regularly scheduled Board meeting and allow the public to speak. The Board has scheduled this discussion for its Regular Board meeting on December 13, 2010.

Board Treasurer, Linda Cohen, thanked Jim Westrum and his staff for all of their hard work resulting in a levy that is less than it has been.

- D. Human Resource Services
There were no items for this section. Human Resources
7. **OTHER BOARD ACTION**
There were no items for this section. Other Board Action
8. **AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD**
This section of the agenda provides an opportunity for those who have called and placed their names on the list and for members of the audience to address the School Board. Audience Opportunity to Address School Board
- No one came forward to address the Board.
9. **BOARD REPORTS** Board Reports
- A. Superintendent Evaluation/Compensation Committee
The School Board completed the evaluation of Superintendent Anderson at a Special Work Session on October 6. John Moroz, Chair of the Superintendent Evaluation/Compensation Committee, provided an oral report on the 2009-2010 Superintendent Performance Review. Superintendent Evaluation Compensation Committee
- Mr. Moroz reported the evaluation process had been modified from past practice and the superintendent was evaluated in a number of different areas on a scale of 1-5. Superintendent Anderson received a score of 4.43 out of 5 possible points. The Board informed him they would like to enter into negotiations for a new three-year contract. His current contract expires on June 30, 2011. Mr. Moroz shared a few of the very positive comments that Board members had made regarding Dr. Anderson's performance. Dr. Anderson thanked the Board for appointing him almost three years ago and for the renewed opportunity to serve the District. He credited his great Leadership Team for their work and their contributions to student success.
- B. Legislative Action Committee Candidate Forum
Mr. John Moroz, Board representative to the Legislative Action Committee, reported information on the candidate forum that is being sponsored by the LAC. The forum is scheduled for October 18 at Gleason Lake Elementary, beginning at 6:30 p.m. He emphasized that the public was invited to attend. LAC Candidate Forum
10. **NEW BUSINESS**
There was no new business. New Business
11. **ADJOURN**
There being no additional business before the School Board, a motion was made by Ms. Patricia Gleason and seconded by Ms. Linda Cohen to adjourn the meeting. The motion passed unanimously. Ms. Carter G. Peterson, Board Chair, adjourned the meeting at 7:34 p.m. Adjourn
- Upon approval by the School Board, complete minutes will be available at the District Administration Building, 210 County Road 101 North, Plymouth, on the District website, at all School Media Centers, and at the Public Libraries in Plymouth, Wayzata, and Ridgedale.

INDEPENDENT SCHOOL DISTRICT 284
SUSAN HAYES DROEGEMUELLER, SCHOOL BOARD CLERK

Carter G. Peterson
School Board Chair

Susan Hayes Droegemueller
School Board Clerk

Attachments:
Minutes

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

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

ITEM: A. Approval of Minutes

COMMENTS BY: Board Clerk Droegemueller

2. Special Meeting – October 25, 2010

Enclosed for Board review and approval are the minutes of the Special Board Meeting of October 25, 2010.

RECOMMENDED ACTION: Approve the minutes of the Special Board Meeting of October 25, 2010.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

Official Minutes of a Special Meeting

October 25, 2010

The Board of Education Wayzata Public Schools

A Special Meeting of the Board of Education of Wayzata Public Schools was held October 25, 2010 beginning at 4:00 PM at the District Administration Building, 210 County Rd. 101 N., Plymouth, MN 55447.

1. **CALL TO ORDER – Board Chair Peterson**

Call to
Order/Roll
Call

A Special Meeting of the Board of Education of Independent School District 284 was convened on Monday October 25 at 4:00 p.m., preceeding a regularly scheduled work session in the Board Room of the District Administration Building, 210 County Road 101 North, Plymouth, Minnesota, pursuant to due notice.

The meeting was called to order by Board Chair, Carter Peterson, and Susan Droegemueller, Board Clerk, called the roll. The following School Board members were present: Ms. Linda A. Cohen, Ms. Susan H. Droegemueller, Ms. Patricia L. Gleason, Mr. Jay A. Hesby, Ms. Carter G. Peterson and Dr. Chace B. Anderson, Superintendent of Schools and Ex Officio member of the School Board. School Board members absent: Ms. Susan Gaither and Mr. John A. Moroz.

Others Present: Connie Leuer, Annie Doughty, Jim Westrum, Jill Johnson, Shelly Nelson, Jodi Olson, Brenda Arrington, Jeff Riddlehoover, Gabe Lofton, Kieron Dey, Michael Day and Bradley Frank.

2. **HR RECOMMENDATIONS**

Human Resources
Recommendations

A motion was made by Ms. Patricia Gleason and seconded by Mr. Jay Hesby to approve the following Human Resource Action as recommended:

Extended Leave of Absence: Rescind the .5 Extended Leave of Absence of James Rock, High School Science Teacher.

Leave of Absence: James Rock, High School Science Teacher, has requested a .5 Part-time Teacher Leave of Absence from August 30, 2010 through November 18, 2014.

The motion passed on a 5-0 vote.

3. **ADJOURN**

Adjourn

There being no additional business before the School Board, a motion was made by Ms. Patricia Gleason and seconded by Ms. Linda Cohen to adjourn the meeting. The motion passed unanimously. Ms. Carter Peterson, Board Chair, adjourned the meeting at 4:03 p.m.

Upon approval by the School Board, complete minutes will be available at the District Administration Building, 210 County Road 101 North, Plymouth, on the District website, at all School Media Centers, and at the Public Libraries in Plymouth, Wayzata, and Ridgedale.

INDEPENDENT SCHOOL DISTRICT 284
SUSAN H. DROEGEMUELLER, SCHOOL BOARD CLERK

Carter G. Peterson
School Board Chair

Susan H. Droegemueller
School Board Clerk

Attachments:

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

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

ITEM: B. 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 October 2010	\$ 3,234,508.62
Wire Transfer for September 2010	\$ 30,372,750.00

RECOMMENDED ACTION: Authorize payment as recommended.

Gifts

The District has received the following gifts, which are in compliance with current District policy and guidelines:

Amount	Donated By	Purpose
\$ 5.50	Gleason Lake Elementary PTA	Scholarships for First Grade Field trip
26.40	Coca-Cola Refreshments	Commission paid for 13 cases of product sold at Gleason Lake Elementary
117.00	Karl Hoffman, Mark Ryshavy and Wells Fargo Educational Matching Program	Wells Fargo Community Support Campaign
136.50	Karl Hoffman, Mark Ryshavy and Wells Fargo Educational Matching Program	Wells Fargo Community Support Campaign
137.20	Denise Dau and Katrina Hou and Wells Fargo Educational Matching Program	Wells Fargo Community Support Campaign
140.00	Randall Scheafer and Wells Fargo Educational Matching Program	Wells Fargo Community Support Campaign

400.00	Plymouth Creek Elementary PTA	Office Supplies
4,884.51	Target	Take Charge Education Program- support Gleason Lake Elementary
33,233.94	Greenwood Elementary PTA	Mobile Computer Lab, 30 laptops w/ cart
\$83,081.05		

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

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS				
MONTHLY CHECK DISBURSEMENT SUMMARY				
OCTOBER 2010				
CHECK	VENDOR	DESCRIPTION	DATE	AMOUNT
359395	INTERMEDIATE DIST 287	GEN ADMIN & TRANSPORTATION 09/10 FINAL	10/20/2010	436,979.24
359672	MN TEACHERS RETIREMENT ASSN	PAYROLL ACCRUAL	10/29/2010	243,091.50
359251	MN TEACHERS RETIREMENT ASSN	PAYROLL ACCRUAL	10/15/2010	229,886.98
359682	APPLE INC	MACS FOR LABS, TECH AND SPED	10/29/2010	134,388.00
359675	PUBLIC EMPLOYEES RETIREMENT ASSN	PAYROLL ACCRUAL	10/29/2010	126,551.34
359254	PUBLIC EMPLOYEES RETIREMENT ASSN	PAYROLL ACCRUAL	10/15/2010	126,023.51
359520	UPPER LAKE FOODS	GROCERIES	10/20/2010	110,923.88
359110	XCEL ENERGY	MONTHLY SERVICE	10/5/2010	98,402.96
359242	FIDELITY INVESTMENTS	PAYROLL ACCRUAL	10/15/2010	87,916.49
359663	FIDELITY INVESTMENTS	PAYROLL ACCRUAL	10/29/2010	87,616.49
359688	CDW GOVERNMENT, INC	VOIP SWITCHES	10/29/2010	82,170.51
359679	NORTH CENTRAL TRUST/FBO WAYZATA SCHOOLS	PAYROLL ACCRUAL	10/29/2010	58,025.00
359377	FIRST STUDENT, INC	TRANSPORTATION	10/20/2010	55,689.79
359113	EAGLE BLUFF ENVIRONMENTAL LEARN CTR	WMS-6TH GRADE TRIP TO EAGLE BLUFF	10/6/2010	53,666.25
359235	WOLF RIDGE ENVIRONMENTAL	EMS-STUDENT FEES	10/12/2010	51,468.40
359677	WAYZATA EDUCATION ASSN	PAYROLL ACCRUAL	10/29/2010	49,540.02
359302	MIDWEST ASPHALT CORP	BV-#2 PAVEMENT	10/15/2010	44,596.72
359666	ING	PAYROLL ACCRUAL	10/29/2010	44,232.41
359245	ING	PAYROLL ACCRUAL	10/15/2010	44,174.15
359315	TARGET COMMERCIAL INTERIORS	KL-FLOORING	10/15/2010	35,984.00
359528	CHILDREN'S HEALTH MARKET, THE	10-11 GREAT BODY SHOP STUDENT ISSUES	10/22/2010	33,668.25
359428	MINNETONKA SCHOOL DIST #276	SUMMER INST-ASSESS CONF 7/11	10/20/2010	30,250.00
359703	HEWLETT PACKARD CO	DESKTOPS & MONITORS FOR CMS	10/29/2010	29,355.00
359728	SCHOOLWIRES INC	WEBSITE HOSTING	10/29/2010	29,069.62
359089	TARGET COMMERCIAL INTERIORS	EMS-FLOORING	10/5/2010	25,486.00
359210	RIVERPORT INS CO	DEDUCTIBLE BILLING STATEMENT	10/12/2010	24,577.54
359436	PAPER 101	INVENTORY WHITE COPY PAPER	10/20/2010	22,607.20
359114	FIRST STUDENT, INC	TRANSPORT-SS 8/10	10/6/2010	20,650.65
359370	DIVERSIFIED SNACK DISTRIBUTION INC	SNACKS	10/20/2010	20,484.26
359466	TIES	WATS SUMMER SCHOOL BILLING	10/20/2010	20,430.27
359506	MIDWEST ASPHALT CORP	BV-PAVEMENT #3	10/20/2010	19,276.06
359437	PCS REVENUE CONTROL SYSTEMS, INC	TOUCH SCREEN PROJECT	10/20/2010	16,336.00
359668	MET LIFE	PAYROLL ACCRUAL	10/29/2010	16,242.59
359247	MET LIFE	PAYROLL ACCRUAL	10/15/2010	16,218.38
359309	SECOA - STAGE EQUIP CO	WMS-STAGE UPGRADES	10/15/2010	15,406.60
359470	TRIO SUPPLY CO	SERVING SUPPLIES	10/20/2010	15,397.16
359240	AMERICAN CENTURY	PAYROLL ACCRUAL	10/15/2010	15,294.15
359661	AMERICAN CENTURY	PAYROLL ACCRUAL	10/29/2010	15,294.15
359727	SANS	3 YR SOFTWARE RENEWAL	10/29/2010	14,226.45
359487	LIFE INSURANCE CO OF NORTH AMERICA	INS TRACKING BILLING	10/20/2010	13,392.91
359344	LIFE INSURANCE CO OF NORTH AMERICA	INS TRACKING BILLING	10/18/2010	13,070.65
359587	WESTONKA ELECTRIC	OW-CIRCUIT UPDATES	10/22/2010	12,311.00
359676	SCHOOL SERVICE EMPLOYEES	PAYROLL ACCRUAL	10/29/2010	12,268.60
359255	SCHOOL SERVICE EMPLOYEES	PAYROLL ACCRUAL	10/15/2010	12,263.01
359615	FIRST STUDENT, INC	TRANSPORTATION	10/26/2010	12,131.94
359338	XEROX CORPORATION	COPIER BLANKET	10/15/2010	11,210.65
359563	CITY OF PLYMOUTH - FINANCE DEPT	WATER	10/22/2010	10,460.95
359339	ZIEGLER INC	TRAILER	10/15/2010	10,257.40
359631	NATL URBAN ALLIANCE	WMS-JULY 2010 CONF SB,MK,KR,AR,SS	10/26/2010	9,975.00
359216	SCIENCE MUSEUM OF MN	SCIENCE HOUSE-3 YR MEMBERSHIP	10/12/2010	9,963.84
359545	INSPEC, INC.	SCHOOLS-EXT WALLS SURVEY 9/30/10	10/22/2010	9,493.10
359582	US ENERGY SERVICES, INC	ENERGY-SEPT 10	10/22/2010	9,222.03
359396	INTERMEDIATE DIST 287	KEYSTONE TUITION-FINAL	10/20/2010	8,578.80
359429	MULTIPLE CONCEPTS INTERIORS	SH-CAFE FLOORS FINAL PAYMENT	10/20/2010	8,300.00
359012	FIRST STUDENT, INC	TRANSPORTATION	10/5/2010	8,288.04

359423	MN DEPT OF EDUCATION	REPAYMENT OF SERVS FIN 414 OBJ 210	10/20/2010	8,050.75
359383	FIRST STUDENT, INC	TRANSPORTATION	10/20/2010	7,839.46
359721	PSAT/NMSQT	HS-SUPP. TESTS	10/29/2010	7,839.00
359542	HANUS ENTERPRISES,LLP	FACILITY LEASE AGREEMENT	10/22/2010	7,500.00
359040	LIFESPAN	TUITION-7/10	10/5/2010	7,200.00
359278	FREESTYLE PRODUCTIONS INC	HS-JAMFEST	10/15/2010	7,075.00
359358	CENTER FOR EFFICIENT SCHOOL OPERATIONS	TRANSPORT OVERSIGHT 10/10	10/20/2010	7,000.00
358995	COMMERCIAL DOOR SYSTEMS, INC	DR HDWR UPGRADES	10/5/2010	6,747.56
359479	WASTE MANAGEMENT-BLAINE	SERVICE	10/20/2010	6,366.35
359463	TAPCO (TRAFFIC & PARKING CONTROL CO)	CMS LOT-SAFETY IMPROVEMENTS	10/20/2010	6,219.11
359397	ISD #281 - ROBBINSDALE SCHOOLS	09-10 SP ED TUITION	10/20/2010	6,044.00
359430	NATL URBAN ALLIANCE	JULY 2010 CONFER-KK,KM,PP	10/20/2010	5,985.00
359634	NORTHSTAR LACROSSE	ATH-L EQUIPMENT	10/26/2010	5,943.00
359092	TIES	WATS SUMMER SCHOOL BILLING 7/10	10/5/2010	5,877.73
359277	FIRST STUDENT, INC	TRANSPORTATION	10/15/2010	5,679.99
359046	MC GRAW HILL COMPANIES	GL-MATH BOOKS	10/5/2010	5,572.57
359355	BIX PRODUCE CO	GROCERIES	10/20/2010	5,498.24
359552	LOW VOLTAGE CONTRACTORS	CMS-FIRE ALARM MDE#00360	10/22/2010	5,467.00
359583	WAYZATA COMMUNITY CHURCH	LEASE	10/22/2010	5,296.26
359365	COMMERCIAL DOOR SYSTEMS, INC	LOCKSET	10/20/2010	5,111.50
359658	WESTONKA ELECTRIC	EMS-DUST COLLECTOR UPGRADE MDE#51335	10/26/2010	5,100.00
359541	HALLBERG ENGINEERING	EMS-PROF SERV 9/10 MDE#51390	10/22/2010	5,063.36
359134	ISD #280 - RICHFIELD SCH	TUITION 09-10	10/6/2010	5,019.60
359486	LIFE INSURANCE CO OF NORTH AMERICA	INS TRACKING BILLING	10/20/2010	4,976.04
359120	LIFETIME FITNESS, INC.	LOCKER RM RENTAL	10/6/2010	4,919.30
359626	MC GRAW HILL COMPANIES	BV-STUDENT MATH JOURNALS	10/26/2010	4,911.38
359448	QUALITY BLENDING	EMS-BOILER PROJECT	10/20/2010	4,878.21
359426	MN STATE HIGH SCHOOL LEAGUE	ATH-SCORE BKS & SERVICE FEE	10/20/2010	4,757.00
359572	SCHMITT MUSIC CO	SUPPLIES & INST REPAIR	10/22/2010	4,657.57
359444	CITY OF PLYMOUTH - FINANCE DEPT	FUEL USAGE-SEPT 10	10/20/2010	4,613.42
359128	RESERVE, THE	RBT TRAINING	10/6/2010	4,481.35
359343	LIFE INSURANCE CO OF NORTH AMERICA	INS TRACKING BILLING	10/18/2010	4,469.72
359323	UNISOURCE	BV-ENTRY MATS	10/15/2010	4,283.70
359534	FIRST STUDENT, INC	TRANSPORTATION	10/22/2010	4,073.10
359369	DENNY'S 5TH AVENUE BAKERY	GROCERIES	10/20/2010	4,046.72
359059	NEW DOMINION SCHOOL #8492	TUITION	10/5/2010	3,709.40
359411	LARSON, TONJA	PROF SERV	10/20/2010	3,703.90
359557	MILLER 32ND AVE, LLC	RENT & TAXES	10/22/2010	3,693.89
359357	BROWN'S ICE CREAM CO	GROCERIES	10/20/2010	3,692.56
359135	ISD #283 ST LOUIS PARK SCHOOLS	TUITION	10/6/2010	3,658.85
359435	PAMS LUNCHROOM LLC	SERVICE-9/10	10/20/2010	3,592.00
359367	CTB, INC	PC-ADD'L STUDENT LOCKERS	10/20/2010	3,581.00
359130	WOLD ARCHITECTS AND ENGINEERS	PROF SERVICE	10/6/2010	3,534.11
359521	WAYZATA COMMUNITY CHURCH	SCHOOL READINESS PRESCHOOL TUITION	10/20/2010	3,528.00
359718	ORANGE TREE EMPLOYMENT SCREENING	PROF SERV	10/29/2010	3,338.00
359412	LUMBER DEALERS SERVICE & SUPPLY CO	HS-ISLAND TOPS	10/20/2010	3,162.97
358978	AIRPORT TAXI, INC (WAS AIRPORT,PIONEER&TOWN)	TRANSPORTATION	10/5/2010	3,072.96
359316	TEENS ALONE	COUNSELING 7/1/10-6/30/11	10/15/2010	3,000.00
359495	FIRST STUDENT, INC	FUEL ESCALATION-REG 9/10	10/20/2010	2,976.19
359362	COLLEGE TOWN PIZZA INC #1937	PIZZA	10/20/2010	2,958.00
358972	ABEL CREATIVE, LLC	CUL EXP-MOBILE MENU	10/5/2010	2,949.00
359142	NORTHEAST METRO DIST 916	TUITION 09-10	10/6/2010	2,904.45
359063	ORANGE TREE EMPLOYMENT SCREENING	PROF SERV	10/5/2010	2,892.50
359461	STATE SUPPLY CO, INC.	SH-SUPPLIES	10/20/2010	2,881.73
359346	AIRPORT TAXI, INC (WAS AIRPORT,PIONEER&TOWN)	TRANSPORTATION	10/20/2010	2,801.52
359705	JOHNSON CONTROLS	HS & ARENA-CHILLER 10/1/10-12/31/10	10/29/2010	2,789.50
359546	KARGES-FAULCONBRIDGE, INC	EMS-PROF SERV 9/30/10 MDE#51390	10/22/2010	2,751.50
359227	THREE RIVERS PARK DISTRICT	EMS-8TH GR FIELD TRIP 10/15	10/12/2010	2,600.00
359091	THREE RIVERS PARK DISTRICT	CMS-GEO FIELD TRIP	10/5/2010	2,480.00
359248	MN CHILD SUPPORT - PAYMENT CTR	PAYROLL ACCRUAL	10/15/2010	2,371.45
359669	MN CHILD SUPPORT - PAYMENT CTR	PAYROLL ACCRUAL	10/29/2010	2,371.45

359529	DVM PIZZA, INC	PIZZA	10/22/2010	2,334.50
359002	ENGINEERED SALES CO	CMS-BOILER FIRE EYE	10/5/2010	2,324.40
359292	HOME DEPOT/GEFC	SUPPLIES MULTIPLE SCHOOLS	10/15/2010	2,271.25
359386	GAGE FOODS	GROCERIES	10/20/2010	2,268.75
359684	BETHKE, FREDERIK	HS-INSTRUMENT REPAIR	10/29/2010	2,254.91
359282	H & B SPECIALIZED PRODUCTS	WMS-GYM DR	10/15/2010	2,245.00
359580	TROPICANA CHILLED DSD	BEVERAGES-CUST#124737	10/22/2010	2,242.91
359133	ISD #272-EDEN PRAIRIE SCHOOLS	TUITION 09-10	10/6/2010	2,214.80
358977	AIR PURIFICATION & ENERGY CONSERVATION	SUPPLIES MULTIPLE SCHOOLS	10/5/2010	2,211.93
359732	STAPLES (FORMERLY CORP EXPRESS)	TEACHER CHAIR AND FILING CABINET	10/29/2010	2,172.06
359186	LOFFLER COMPANIES, INC	COPIER BLANKET	10/12/2010	2,137.44
359678	CORPORATE HEALTH SYSTEMS INC	PAYROLL ACCRUAL	10/29/2010	2,128.50
359681	AIRPORT TAXI, INC (WAS AIRPORT,PIONEER&TOWN)	TRANSPORTATION	10/29/2010	2,127.06
359293	ICE RINK ENGINEERING	DOME-SUPPLIES	10/15/2010	2,087.21
359265	COMMAND CENTER INC	SERVICE	10/15/2010	2,016.00
359201	NATL URBAN ALLIANCE	CONFERENCE	10/12/2010	1,995.00
359540	GRAINGER INC., W. W.	EMS-SUPPLIES	10/22/2010	1,920.17
359136	ISD #318 - GRAND RAPIDS SCH	TUITION	10/6/2010	1,901.70
359257	AIR PURIFICATION & ENERGY CONSERVATION	CMS-SUPPLIES	10/15/2010	1,826.99
359410	LARSON ALLEN LLP	SERVICE THRU 9/10, AUDIT 6/30/10	10/20/2010	1,800.00
359144	PEPPER & SON INC., J. W.	CMS-ORCH MUSIC	10/6/2010	1,787.99
359512	ROOT-O-MATIC	ARENA MELT PIT	10/20/2010	1,770.00
359141	NEW DOMINION SCHOOL #8492	TUITION	10/6/2010	1,745.60
359442	PIERRE FOODS, INC.	GROCERIES	10/20/2010	1,730.08
359368	CUSTOM EXPRESSIONS	EMS-REPLACE WINDOW PROJECT	10/20/2010	1,683.00
359699	GRAINGER INC., W. W.	GW-SUPPLIES	10/29/2010	1,678.28
358981	ANDERSEN INC., EARL F.	SP ED-SIGN	10/5/2010	1,643.95
359030	INTERMEDIATE DIST 287	LEGAL SERVICES-7/10	10/5/2010	1,621.40
359237	WORKS COMPUTING	PROF SERV	10/12/2010	1,620.00
359605	ELM CREEK GOLF COURSE	ATH-IM GOLF	10/26/2010	1,620.00
359508	NORTHWEST SHEET METAL	HS-FOOD LAB VENT UPGRADE	10/20/2010	1,583.65
359280	GRAINGER INC., W. W.	OW-SUPPLIES	10/15/2010	1,568.72
359083	SOCCER EXPRESS USA	ATH-SUPPLIES	10/5/2010	1,560.00
359147	SPRING LAKE PARK SCHOOLS	TUITION	10/6/2010	1,521.36
359491	COCA-COLA REFRESHMENTS	POP DELIVERY	10/20/2010	1,505.05
359408	LANDS BEST FOODS, LLC	GROCERIES	10/20/2010	1,415.40
359724	RATWIK, ROSZAK & MALONEY, P.A.	PROF SERV-SEPT 10	10/29/2010	1,244.54
359317	THERMO-DYNE, INC	CMS-SERVICE-COMPRESSOR	10/15/2010	1,214.00
359052	MN COUNCIL FOR QUALITY	SUPPORTING MEMBERSHIP	10/5/2010	1,200.00
359403	KIDCREATE STUDIO	CED-TOY FACTORY 10/10 GW,KL	10/20/2010	1,200.00
358976	AHLQUIST, KRISTEN	PROF SERVICE	10/5/2010	1,160.00
359498	HI-TECH REFRIGERATION	GW-COOLER	10/20/2010	1,154.85
359488	ARNAGE SECURITY SERVICES LLC	ATH-SECURITY SERV	10/20/2010	1,140.75
359565	POWERFUL LEARNING CONCEPTS	CONT SERV	10/22/2010	1,135.00
359037	LARSON CO, J. H.	EXT LIGHT BALLASTS	10/5/2010	1,128.07
359321	TRI-K SERVICES/SPORTS	EMS-MASONRY RESTORATION	10/15/2010	1,082.00
359106	WATER SPECIALTY OF MN, INC	EMS-SUPPLIES	10/5/2010	1,059.53
359350	APEX ADVENTURE ALLIANCE, LLC	HS-ROCK CLIMB CLASS-LEASE LEVY	10/20/2010	1,045.00
359564	POSTMASTER	YEARLY BOX FEE	10/22/2010	1,040.00
359569	RETROFIT RECYCLING, INC	EMS-RECYCLE MDE#51341	10/22/2010	1,024.42
359062	ON SITE SANITATION	ATH-SANITATION UNITS	10/5/2010	1,011.28
359690	EASTER, MARK	GL-PIANO TUNING	10/29/2010	1,010.00
359554	MERZER, SHEILA	CONT SERV	10/22/2010	1,000.00
359019	HALDEMAN-HOMME, INC	HS-SP ED REMODEL	10/5/2010	995.00
359651	TANG, NANCY	CED-PROF SERV	10/26/2010	990.00
359068	PLYMOUTH ICE CTR	ATH-STUDENT PASSES	10/5/2010	957.80
359700	GREENLIFE SUPPLY LLC	INVENTORY ICE MELT	10/29/2010	926.10
359286	HILL CO, ROBERT B.	GW-SALT	10/15/2010	915.82
359374	EDUCATION LOGISTICS, INC	EDULOG-QUARTERLY	10/20/2010	904.00
359706	KARI BERIT PRESENTS INC	WORKSHOP DEPOSIT	10/29/2010	901.25
359504	LIDS TEAM SPORTS	ATH-VB UNIFORMS	10/20/2010	884.00

359480	WAYZATA HIGH SCHOOL SENIOR CLASS PARTY	PARENT VOLUNTEER HRS	10/20/2010	875.00
359738	WESTONKA ELECTRIC	CMS-UPS TO GENERATOR	10/29/2010	825.00
359550	LARSON CO, J. H.	BV-LIGHTING	10/22/2010	793.99
359511	PROFESSIONAL INTERPRETING	CONT SERV	10/20/2010	782.40
359217	SEW EASY DESIGNS	EMS-SEWING KITS	10/12/2010	773.25
359375	FASTPITCH GRAPHICS	PROF SERV-CUL EXP POSTERS	10/20/2010	772.14
359051	MN ASSN OF SECONDARY SCHOOL PRINCIPALS	MEMBERSHIP	10/5/2010	762.00
359522	AIR PURIFICATION & ENERGY CONSERVATION	KL-SUPPLIES	10/22/2010	759.24
358973	ACADEMIC HALLMARKS	REGISTRATION	10/5/2010	757.00
359101	VALSPAR PAINT	KL-SUPPLIES	10/5/2010	721.21
359124	MN URBAN DEBATE LEAGUE	HS-DEBATE 10/10	10/6/2010	720.00
359632	NEW WAY HYPNOSIS CLINIC, INC	CED-PROF SERV	10/26/2010	704.00
359516	TSP	OW-CEILING PROJECT 9/24/10	10/20/2010	703.58
359099	US ENERGY SERVICES, INC	ENERGY-OCT 10	10/5/2010	700.00
359060	NOBIGROUP INC	PROF SERVICE	10/5/2010	692.40
359387	GIBBS FARM MUSEUM	GL-1ST GR FIELD TRIP	10/20/2010	687.50
359070	PREMIER AGENDAS INC	EMS-TEACHER PLANNERS	10/5/2010	682.00
359191	MATH MASTERS OF MN	OW-COMP 2 TEAMS 4/11	10/12/2010	680.00
359330	WOLD ARCHITECTS AND ENGINEERS	HS-FACS LAB-PROJECT#102179	10/15/2010	654.88
359303	MINVALCO	PC-AIR DAMPER	10/15/2010	644.00
359646	SHORT, ERIC	REIMBURSE	10/26/2010	639.11
358975	ADVANCE EDUCATION INC	HS-ACCREDITATION FEES	10/5/2010	625.00
359443	PLAS-TIQUE PRODUCTS INC	SUPPLIES	10/20/2010	620.00
358974	ADMIT ONE PRODUCTS	ATH-EVENT TICKETS	10/5/2010	611.06
359373	ECOLAB PEST ELIMINATION DIV	BV-PEST CONTROL	10/20/2010	610.00
359404	KILL, JOHN	PROF SERV-JAMFEST	10/20/2010	600.00
359441	PHELAN, LUCAS	PROF SERV-JAMFEST	10/20/2010	600.00
359558	OFFICE OF ENTERPRISE TECHNOLOGY	VOICE SERV THRU 9/30/10	10/22/2010	581.99
359042	MAIL FINANCE (FORMERLY NEOPOST)	DAB MAIL MACHINE LEASE	10/5/2010	567.96
359189	MAIL FINANCE (FORMERLY NEOPOST)	DAB MAIL MACHINE LEASE	10/12/2010	567.96
359018	GRAINGER INC., W. W.	KL-SUPPLIES	10/5/2010	562.98
359616	FOLLETT EDUCATIONAL SERVICES	HEALTH TEXTBKS	10/26/2010	552.00
359468	TOOSON, RODERICK	REIMBURSE	10/20/2010	548.54
359050	MINVALCO	EMS-MECH IMPROVEMENTS	10/5/2010	547.65
359510	PIONEER VALLEY ED. PRESS	SH - BOOK ROOM	10/20/2010	547.25
359653	THYSSENKRUPP ELEVATOR CORP	GL-SERVICE MDE#51312	10/26/2010	540.08
359363	COMMAND CENTER INC	SERVICE	10/20/2010	534.40
359137	ISD #625	TUITION 09-10	10/6/2010	532.35
359108	WESTWOOD HILLS NATURE CTR	GL-KDGN FIELD TRIP 10/6/10	10/5/2010	531.00
358998	DOYLE SECURITY PRODUCTS	SUPPLIES	10/5/2010	508.66
359693	FOLLETT SOFTWARE CO	SCANNER FOR ASSET MGMT	10/29/2010	505.69
359228	TIME FOR KIDS	GL-KDGN ORDER	10/12/2010	504.00
359324	WATER SPECIALTY OF MN, INC	WMS-POOL SUPPLIES	10/15/2010	492.64
359656	VILLAGE MEATS	CMS-CONF MEALS	10/26/2010	490.66
359729	SCHOOL SPECIALTY	HS-CLASSROOM STOOLS	10/29/2010	481.40
359733	THREE RIVERS PARK DISTRICT	PC-5TH GR FIELD TRIP	10/29/2010	480.00
359595	BACHMAN PRINTING CO	PROF SERVICE	10/26/2010	474.21
359471	UNIVERSITY OF MN	DEBATE TOURN 10/10	10/20/2010	470.00
359457	SLATER, CURTIS	REIMBURSE	10/20/2010	468.81
358979	ALLEGRA PRINT & IMAGING	ATH-FINE ARTS FORMS	10/5/2010	462.40
359578	SUN NEWSPAPERS	BD OF ED PUBLISHED MINUTES	10/22/2010	461.18
359607	ESC PROMOTIONS	ATH-PAPER TICKETS	10/26/2010	460.00
359028	HUMPHREY, CAROLE	PROF SERVICE	10/5/2010	450.00
359308	SCHOOL NUTRITION ASSOCIATION	CONFERENCE	10/15/2010	450.00
359559	OLSEN FIRE PROTECTION, INC	GL-SPRINKLER REPAIR MDE#51387	10/22/2010	441.00
359014	GIBBS FARM MUSEUM	OW-1ST GR FIELD TRIP 10/10	10/5/2010	440.00
359196	MN STATE BAR ASSN	HS-MOCK TRIAL	10/12/2010	440.00
359078	SCHOLASTIC MAGAZINES	OW-SUBSCRIPTION	10/5/2010	438.90
359199	NAGEL, JAMES	REIMBURSE	10/12/2010	419.14
359713	METRO ATHLETIC SUPPLY	EMS-PE EQUIPMENT	10/29/2010	408.50
358992	CMI REFRIGERATION	ATH-ICE MACHINE MAINT	10/5/2010	403.40

359544	HOY, JUDITH	CONT SERV	10/22/2010	390.00
359695	GOPHER STATE ONE-CALL INC	SERV-SEPT 10	10/29/2010	388.90
359639	RETROFIT RECYCLING, INC	HS-HAZ WASTE DISPOSAL MDE#51339	10/26/2010	388.75
359064	PARALLEL TECHNOLOGIES INC	KL-SMARTBRD HOOK UP-TV STUDIO	10/5/2010	386.53
359398	JOHNSON, JERI	REIMBURSE	10/20/2010	375.82
359325	WAYZATA, CITY OF	TRAILER LICENSE	10/15/2010	375.25
359507	NCS PEARSON INC	LATE SCORES	10/20/2010	375.00
358986	AUTOMATED LOGIC CORP	BV-HEAT PUMPS	10/5/2010	364.00
359629	MN SAFETY COUNCIL	CED-CLASS 9/22 & 9/29	10/26/2010	360.00
359707	LAKEVILLE SOUTH HIGH SCHOOL DEBATE	DEBATE-10/16/10	10/29/2010	360.00
359132	ISD #270-HOPKINS SCHOOLS	TUITION 09-10	10/6/2010	348.00
359084	STAGES THEATRE CO	EMS-DEPOSIT 5/6/11	10/5/2010	340.00
359203	NDJOUMOU, DR FIDELE	REFUND	10/12/2010	330.00
359630	MN STATE HIGH SCHOOL LEAGUE	ATH-FELTSLIDER PUCKS	10/26/2010	330.00
359057	NATL COMMUNITY EDUCATION ASSN - NCEA	CONFERENCE	10/5/2010	329.00
359036	KUBICEK, WAYNE	PROF SERVICE	10/5/2010	325.00
359272	FERGUSON ENTERPRISES, INC #1657	EMS-SUPPLIES	10/15/2010	323.55
359723	RAND MCNALLY & CO	SOCIAL STUDIES	10/29/2010	320.46
359204	NEW TRIER TWP HIGH SCHOOL	DEBATE TOURN 10/10	10/12/2010	320.00
359573	SCHOOL NURSE ORGANIZATION OF MN	CONFERENCE	10/22/2010	320.00
359077	SCHINDLER ELEVATOR CORP	HS-SERVICE	10/5/2010	316.49
359497	HANILY-DOLAN, NANCY	REIMBURSE	10/20/2010	315.39
359175	INTERQUEST DETECTION CANINES OF MN	HALF DAY SERVICE 10/1/10	10/12/2010	303.00
359081	SMITH-SHARPE FIRE BRICK SUPPLY	OW-SUPPLIES	10/5/2010	302.91
359716	MOTOROLA	RADIO CHARGER KIT	10/29/2010	301.28
359015	GLENBROOK NORTH HIGH SCHOOL	HS-DEBATE 11/10	10/5/2010	300.00
359619	HAMLIN UNIVERSITY	REGISTRATION	10/26/2010	300.00
359641	ROTARY CLUB OF WAYZATA	WORKSHOP	10/26/2010	300.00
359657	VOYAGEUR ENVIROMENTAL CENTER	CMS-ELC DEPOSIT 2/11	10/26/2010	300.00
359432	OGMAN, ELLEN	REIMBURSE	10/20/2010	296.00
359214	SCHOLASTIC CLASSROOM MAGAZINES	CMS-ART SUBSCRIPTION	10/12/2010	295.35
359076	SANDINO, JEFF	CED-CLASS INSTRUCTION	10/5/2010	295.00
359222	ST CYR, JUDITH	REIMBURSE	10/12/2010	289.00
359146	SCHMITT MUSIC CO	WMS-REPAIRS	10/6/2010	287.10
359233	WAYZATA COUNTRY CLUB	BANQUET	10/12/2010	286.41
359258	ALLINA HOSPITALS&CLINICS/OCCMED	MEDICAL	10/15/2010	285.00
359593	ALLINA HOSPITALS&CLINICS/OCCMED	MEDICAL	10/26/2010	279.00
359604	DORFER, MARLYS	REIMBURSE	10/26/2010	277.37
359069	POWERS, TALON	REIMBURSE	10/5/2010	275.82
359023	HEDBERG AGGREGATES INC	BV PROJECT-DRAINAGE	10/5/2010	275.58
359126	MN DEPT OF REVENUE	PAYROLL ACCRUAL	10/6/2010	275.00
359249	MN DEPT OF REVENUE	PAYROLL ACCRUAL	10/15/2010	275.00
359670	MN DEPT OF REVENUE	PAYROLL ACCRUAL	10/29/2010	275.00
358990	CALVERT, STACY	REIMBURSE	10/5/2010	270.74
359450	REESE, MARY	REIMBURSE	10/20/2010	268.25
359647	SOHONI, ANEESH	REIMBURSE	10/26/2010	267.30
359183	LIDSKY, AMY	REIMBURSE	10/12/2010	266.23
359307	ROY C., INC	ATH ENTRY REMODEL	10/15/2010	265.00
359231	TREWICK, MICHAEL	REIMBURSE	10/12/2010	263.20
359452	RICE, MICHAEL	REIMBURSE	10/20/2010	262.55
359044	MCCARTHY, CYNTHIA	REIMBURSE	10/5/2010	260.00
359425	MN STATE COLLEGES & UNIVERSITIES	CONFERENCE	10/20/2010	260.00
359123	MC GRAW HILL COMPANIES	MATH BOOKS	10/6/2010	259.53
359717	MP NEXLEVEL LLC	SERVICE	10/29/2010	259.36
359260	ANDERSEN INC., EARL F.	DIST SIGNS	10/15/2010	255.80
359501	KARGES-FAULCONBRIDGE, INC	EMS-BOILER PROJECT	10/20/2010	252.00
359097	UNIVERSITY OF OREGON	EMS- SUBSCRIPTION	10/5/2010	250.00
359193	MN ASSN OF SECONDARY SCHOOL PRINCIPALS	HS-MEMBERSHIP	10/12/2010	250.00
359640	RICHTER, ANN	WKSP FEE 11/10	10/26/2010	250.00
359737	WEST METRO EDUCATION PROGRAM	1 STUDENT	10/29/2010	250.00
359588	WIEGERT, DAVID	REIMBURSE	10/22/2010	247.26

359388	GOODMUNDSON, ANN	REIMBURSE	10/20/2010	240.06
359555	METRO ECSU-REGION 11 IDS #920	WORKSHOP	10/22/2010	240.00
359209	REYNOLDS, M	REIMBURSE	10/12/2010	238.76
359438	PERFORMANCE MATTERS	LEXMARK SCANNER/PRINTER	10/20/2010	237.00
359200	NATL GEOGRAPHIC SOCIETY	SUBSCRIPTION	10/12/2010	234.30
359267	DALBEC ROOFING CO	BV-ROOF	10/15/2010	234.00
359416	MCLEAN, PAMELA	REIMBURSE	10/20/2010	233.06
359158	BUSHNELL SR, MICHAEL	REIMBURSE	10/12/2010	232.00
359689	CROOK, ADRIENNE	SUPPLIES & INCENTIVES	10/29/2010	228.40
359304	MN ASSN OF SCHOOL PERSONNEL ADMIN	MEMBERSHIP	10/15/2010	225.00
359642	SCHAUB, CAROL	CED-PROF SERV	10/26/2010	224.00
359734	WACHS, JANETTE	REIMBURSE	10/29/2010	223.33
359464	TEACHER'S DISCOVERY	INST SPANISH SUPPLIES	10/20/2010	222.94
359005	FERGUSON ENTERPRISES, INC #1657	HVAC-SUPPLIES	10/5/2010	221.10
359093	TIME FOR KIDS	SH-SUBSCRIPTION	10/5/2010	221.00
359691	ERIC ARMIN INC	SH- LG MATH & KDG N	10/29/2010	218.36
359618	GENTLE SOLUTIONS	CED-PROF SERV	10/26/2010	217.50
359033	JOHNSON, SALLY	REIMBURSE	10/5/2010	216.00
359589	WORDMASTERS	CMS -WORDMASTERS CHALLENGE 10-11	10/22/2010	212.60
359419	MIDWEST AUDIO VISUAL	CUL EXP-REPAIRS	10/20/2010	212.00
359660	WITTMAN, ROBERT	REIMBURSE	10/26/2010	211.15
359683	ARTISTIC MOMENTS	CED-PROF SERV 10/19 & 10/26	10/29/2010	210.00
359045	MCCRORY, MARCUS	OFFICIAL	10/5/2010	208.00
359148	ALLEGRA PRINT & IMAGING	ATH-FB & SWIM POSTERS	10/12/2010	208.00
359205	O'HARA, BOB	OFFICIAL	10/12/2010	208.00
359031	JACKSON, SCOTT	REIMBURSE	10/5/2010	207.72
358980	ALLINA HOSPITALS&CLINICS/OCCMED	MEDICAL	10/5/2010	207.00
359551	LIGHTING PLASTICS OF MN INC.	LENS	10/22/2010	205.70
359712	MATH MASTERS OF MN	REGISTER-KL-MEET	10/29/2010	201.00
359122	MCCOY, NANCY	REIMBURSE	10/6/2010	200.00
359127	OSWALD, SHERRI	HS-DCD INCENTIVE PAY-TERM 1	10/6/2010	200.00
359720	PETTY CASH - CMS	MISC EXPENSE	10/29/2010	198.44
359195	MN SCHOOL BOARDS ASSN - INSURANCE TRUST	DEDUCTIBLE BILLING STATEMENT	10/12/2010	198.40
359372	ECOLAB FOOD SAFETY SPECIALITES	GROCERIES	10/20/2010	193.38
358996	COMMERCIAL POOL & SPA SUPPLIES INC	POOL SUPPLIES	10/5/2010	191.93
359567	REALLY GOOD STUFF	GL-WHITEBOARDS	10/22/2010	191.42
359109	WONDER WEAVERS - STORYTELLERS, LLC	OWHB-STORYTELLING PROGRAM	10/5/2010	190.00
359331	WONDER WEAVERS - STORYTELLERS, LLC	KLHB-STORYTELLING PROGRAM	10/15/2010	190.00
359485	WONDER WEAVERS - STORYTELLERS, LLC	BVHB-STORYTELLING 10/21/10	10/20/2010	190.00
359483	WHEELER, KATRENA	CED BOUNCER	10/20/2010	189.00
358989	BROCK WHITE CO, LLC	EMS-WALL/WINDOW SUPPLIES	10/5/2010	186.60
359635	PROQUEST INFORMATION & LEARNING	WMS-CULTUREGRAMS	10/26/2010	183.71
358991	CENTER FOR EDUCATION & EMPLOYMENT LAW	SUBSCRIPTION	10/5/2010	179.00
359409	LANKFORD, LYNDA	REIMBURSE	10/20/2010	178.48
359406	KUBALAK, PATRICIA	REIMBURSE	10/20/2010	177.98
359294	JOINER, KIMBERLY	REIMBURSE	10/15/2010	177.25
359049	METROPOLITAN PRINCIPALS' ACADEMY	MEMBERSHIP	10/5/2010	175.00
359617	GASCH, BOB	GLHB-STORY TELLING	10/26/2010	175.00
359006	FINK, JONATHON	REIMBURSE	10/5/2010	170.00
359465	TIBESAR, NICHOLAS	REIMBURSE	10/20/2010	170.00
359726	RICHARDSON, JAN	GL-INSTRUCTIONAL DVDS	10/29/2010	170.00
359548	LAGERQUIST, SARAH	REIMBURSE	10/22/2010	166.44
359047	MCNEAL, JOSEPH	REIMBURSE	10/5/2010	165.65
359650	SWENDSEN, KERRY	CED-PROF SERV	10/26/2010	165.00
359000	DVORAK, RON	OFFICIAL	10/5/2010	163.00
359312	SMITH-SHARPE FIRE BRICK SUPPLY	EMS-BOILERS	10/15/2010	162.85
359496	GRAINGER INC., W. W.	EMS-FIRE ALARM PARTS MDE#51388	10/20/2010	160.93
359456	SKALLAND, AMANDA	REIMBURSE	10/20/2010	157.13
359313	SOMMERFELD, SUSAN	REIMBURSE	10/15/2010	156.40
359172	HICKNER, COREY	REIMBURSE	10/12/2010	154.78
359481	WEST, DEBORAH	REIMBURSE	10/20/2010	153.60

359054	MN ELEM SCH PRINCIPAL'S ASSN	SEMINAR	10/5/2010	150.00
359431	O'HARA, BOB	OFFICIAL	10/20/2010	150.00
359536	GASCH, BOB	OW-DONATION FOR STORY TELLING	10/22/2010	150.00
359577	STEWART, LINDA	PUMPKINS	10/22/2010	150.00
359584	WEST METRO SPEECH/LANGUAGE	WORKSHOP	10/22/2010	150.00
359731	ST OLAF COLLEGE	HS-QUIZ TOURNEY	10/29/2010	150.00
359352	ATHLETICA/SPORT SYSTEMS UNLIMITED	ARENA-MAINTENANCE	10/20/2010	149.27
359125	MN COMMUNITY ED ASSN	CONFERENCE	10/6/2010	149.00
359422	MN COMMUNITY ED ASSN	CONFERENCE	10/20/2010	149.00
359165	FISCHER, JULIE	REIMBURSE	10/12/2010	147.64
359600	CHRISTENSON, ERIK	REIMBURSE	10/26/2010	145.63
359342	LIFE INSURANCE CO OF NORTH AMERICA	BINDER CHECK-PREPAID PREMIUM	10/18/2010	145.60
359301	MEESTER, ELIZABETH	REIMBURSE	10/15/2010	144.53
359090	THEIN, CHRIS	REIMBURSE	10/5/2010	144.33
359327	WILKE, FRANCES	REIMBURSE	10/15/2010	144.10
359306	PETERSON, SHARON	REIMBURSE	10/15/2010	143.53
359140	LUNDGAARD, WENDY	REFUND	10/6/2010	143.00
359599	BRUNING, ELIZABETH	REIMBURSE	10/26/2010	138.36
359530	FASTENAL COMPANY	ARENA-SUPPLIES	10/22/2010	138.00
359161	DEITERING, KATIE	REIMBURSE	10/12/2010	137.65
359094	TOLL GAS & WELDING SUPPLY	HVAC-SUPPLIES	10/5/2010	136.71
359601	CONRADSON, JOANN	CED-PROF SERV	10/26/2010	136.00
359446	PROEZA INT'L INC	ATH-SCALE TESTING	10/20/2010	135.00
359474	VOLLENDORF, AMY	REIMBURSE	10/20/2010	133.57
359353	BECKER, THERESA	REIMBURSE	10/20/2010	132.50
359643	SCHOLASTIC MAGAZINES	WMS-SUPPLIES	10/26/2010	131.67
359178	JOHNSON, JILL	REIMBURSE	10/12/2010	131.05
359709	LITTEKEN, ROSA	SUPPLIES	10/29/2010	130.50
359492	DEMORETT, JAMES	OFFICIAL	10/20/2010	130.00
359714	MN STRING & ORCHESTRA TEACHERS ASSN	9TH GR ORCHESTRA FESTIVAL 2/22/11	10/29/2010	130.00
359098	UNLIMITED SUPPLIES	HS-SUPPLIES	10/5/2010	128.25
359152	AOUCHE, NOURDINE	OFFICIAL	10/12/2010	127.00
359153	AOUCHE, TARIQ	OFFICIAL	10/12/2010	127.00
359239	ZOUAD, BADREDDINE	OFFICIAL	10/12/2010	127.00
359320	TOLL GAS & WELDING SUPPLY	ARENA-SUPPLIES	10/15/2010	125.70
359427	MN SWIM COACHES ASSN	ATH-ENTRY FEE 10/10	10/20/2010	125.00
359417	MERZ, IRENE	REIMBURSE	10/20/2010	124.95
359606	ERICKSON, CHRISTOPHER	OFFICIAL	10/26/2010	124.00
359188	MAAS, RENE	REIMBURSE	10/12/2010	123.70
359624	LEE, ANDREA	CED-PROF SERV	10/26/2010	122.40
359736	WEBER, THERESA	REIMBURSE	10/29/2010	121.22
359055	MOE, PETER	PROF SERV	10/5/2010	120.00
359116	GUREWITZ, JULIE	REFUND	10/6/2010	120.00
359149	ANDERSON, LAURA	REFUND	10/12/2010	120.00
359243	GENE KELLY TRUST ACCOUNT	PAYROLL ACCRUAL	10/15/2010	120.00
359295	JONES, ADAM	OFFICIAL	10/15/2010	120.00
359597	BOHMBACH, JOHN	OFFICIAL	10/26/2010	120.00
359664	GENE KELLY TRUST ACCOUNT	PAYROLL ACCRUAL	10/29/2010	120.00
359590	YEAGER, JILL	REIMBURSE	10/22/2010	119.48
359621	HOWARD COMPUTER TRAINING LLC	CED-PROF SERV	10/26/2010	119.00
359502	KD & COMPANY	EMS-RESTORE SITE	10/20/2010	118.73
359592	ZIMMERMANN, ANDREA	REIMBURSE	10/22/2010	118.50
359472	UNIVERSITY OF MN	CONFERENCE	10/20/2010	116.00
359553	MARSHALLA SPEECH & LANGUAGE	SP ED INST SUPPLIES	10/22/2010	115.26
359730	SLATER, CURTIS	REIMBURSE	10/29/2010	115.10
359230	TOTMAN, GISELE	REIMBURSE	10/12/2010	114.04
359407	LABARGE, LACEY	REIMBURSE	10/20/2010	113.75
359360	CHRISTOPHERSON, ALLAN	REIMBURSE	10/20/2010	113.13
359701	HARING, KAREN	REIMBURSE	10/29/2010	113.00
359246	IRS CENTER - UNITED STATES TREASURY	PAYROLL ACCRUAL	10/15/2010	112.50
359667	IRS CENTER - UNITED STATES TREASURY	PAYROLL ACCRUAL	10/29/2010	112.50

359190	MAKEMUSIC	CMS-BAND SUBSCRIPTION	10/12/2010	110.50
359194	MN MATHEMATICS LEAGUE	REGISTRATION	10/12/2010	105.95
358987	BLAKE, HENRY & MARY	REFUND	10/5/2010	105.00
359088	SUHR, TIM AND JANE	REFUND	10/5/2010	105.00
359384	FIRST STUDENT, INC	TRANSPORTATION	10/20/2010	104.56
359080	SLADEK, DAVID	OFFICIAL	10/5/2010	104.00
359252	NEW YORK LIFE	PAYROLL ACCRUAL	10/15/2010	102.25
359673	NEW YORK LIFE	PAYROLL ACCRUAL	10/29/2010	102.25
359048	MERZ, LAURIE	BASSOON LESSONS	10/5/2010	100.00
359176	J & R SCHOOL SUPPLIES	CMS-SUPPLIES	10/12/2010	100.00
359319	THOUR, JULIE	OFFICIAL	10/15/2010	100.00
359418	METRO COMMUNITY ED DIRECTORS ASSN	DIRECTOR ASSN DUES	10/20/2010	100.00
359421	MN ASSN OF SECONDARY SCHOOL PRINCIPALS	CONFERENCE	10/20/2010	100.00
359453	ROBERTS BUSINESS FORMS	POSTER HOLDERS	10/20/2010	100.00
359527	BUFFALO EVANGELICAL FREE CHURCH	CHURCH DEPOSIT-JOB SKILLS	10/22/2010	100.00
359644	SCHWARZKOPF, CAROL	CED-PROF SERV	10/26/2010	100.00
359648	ST MARY'S OF THE LAKE CATHOLIC CHURCH	USAGE FEE-FRONTIERS COURAGE RETREAT	10/26/2010	100.00
359182	LEDMAN, CANDICE	REIMBURSE	10/12/2010	99.99
359150	ANDERSON, MARY	REIMBURSE	10/12/2010	98.45
359391	HARRIS, PATRICIA	REIMBURSE	10/20/2010	98.00
359420	MILLER, JANET	REIMBURSE	10/20/2010	97.75
359715	MOE, KATHRYN	REIMBURSE	10/29/2010	97.71
359192	MCCARTHY, KENNETH	REIMBURSE	10/12/2010	96.95
359027	HOFSTEDT, RONALD	OFFICIAL	10/5/2010	96.00
359197	MPS	HS-SUPPLIES	10/12/2010	95.51
359256	ACME TOOLS - PLYMOUTH	SUPPLIES	10/15/2010	95.37
359424	MN FUTURE PROBLEM SOLVING PROGRAM	WORKSHOP	10/20/2010	95.00
359722	RADFORD, MARY	REIMBURSE	10/29/2010	95.00
359566	PUMP & METER SERVICE, INC	HS-METER REPAIR MDE#51338	10/22/2010	93.00
359574	SETON IDENTIFICATION PRODUCTS	OW-BRAILLE SIGNS	10/22/2010	92.95
359269	DIERKS, SUSAN	REIMBURSE	10/15/2010	91.71
359213	SALLIOTTE SEELY, DIANE	EMS-SEWING MACHINE SERVICE	10/12/2010	90.15
359107	WEINER, MARCI	REIMBURSE	10/5/2010	90.00
359476	WANLESS, TROY	OFFICIAL	10/20/2010	90.00
359505	LOVAS, MICHAEL	OFFICIAL	10/20/2010	90.00
359523	ASSN FOR SUPERVISION & CURR. DEV.(ASCD)	MEMBERSHIP	10/22/2010	89.00
359271	ERICKSON, CHRISTOPHER	OFFICIAL	10/15/2010	88.00
359311	SLADEK, DAVID	OFFICIAL	10/15/2010	88.00
359103	VOSS LIGHTING	KL-SUPPLIES	10/5/2010	87.80
359264	CITI-CARGO & STORAGE	DOMESTIC STORAGE-9/10	10/15/2010	87.00
359310	SHIFFLER EQUIPMENT SALES, INC	SUPPLIES	10/15/2010	86.42
359296	LARSON CO, J. H.	WMS-SUPPLIES	10/15/2010	85.32
359556	METRO ECSU-REGION 11 IDS #920	WORKSHOP	10/22/2010	85.00
359206	PADJEN, AMANDA	REIMBURSE	10/12/2010	84.19
359022	HARREN, KIMBERLY	REIMBURSE	10/5/2010	83.00
359499	HOES, CLAY	REFUND	10/20/2010	81.30
358997	DENNISTOUN, DAVE	OFFICIAL	10/5/2010	81.00
359024	HEGGESTAD, MARK	OFFICIAL	10/5/2010	81.00
359025	HENNINGTON, ART	OFFICIAL	10/5/2010	81.00
359035	KIRSCH, ERIK	OFFICIAL	10/5/2010	81.00
359111	ZELENAK, MARK	OFFICIAL	10/5/2010	81.00
359725	REALLY GOOD STUFF	GL-FOLDERS & DESK TOP HELPERS	10/29/2010	80.63
359105	WACHHOLZ, ANDREA	PROF SERVICE	10/5/2010	80.19
359016	GLUTH, BRIAN	OFFICIAL	10/5/2010	80.00
359043	MARSHALL, GREG	OFFICIAL	10/5/2010	80.00
359159	COURCHANE, ROBYN	OFFICIAL	10/12/2010	80.00
359215	SCHROER, MICHELLE	OFFICIAL	10/12/2010	80.00
359297	LELAND, TONI	REIMBURSE	10/15/2010	80.00
359348	ALLINA HEALTH SYSTEM	TEST-PHYSICAL ABILITY	10/20/2010	80.00
359414	MARSHALL, GREG	OFFICIAL	10/20/2010	80.00
359445	PODRATZ, JERRY	OFFICIAL	10/20/2010	80.00

359598	BROWN, STEPHEN	OFFICIAL	10/26/2010	80.00
359622	JOHNSON, PAUL	OFFICIAL	10/26/2010	80.00
359645	SCHWICHTENBERG, HEIDI	OFFICIAL	10/26/2010	80.00
359392	HEMMAH, KATY	REIMBURSE	10/20/2010	79.00
359594	ANDERSON, JAN	REIMBURSE	10/26/2010	76.35
359570	SALENGER, SETH	REIMBURSE	10/22/2010	76.00
359390	GUNDERSON, JEANETTE	REIMBURSE	10/20/2010	75.05
359162	DESAULNIERS, LINDA	REIMBURSE	10/12/2010	75.00
359349	ANDERSON, BRAD	REIMBURSE	10/20/2010	74.80
359219	SKOGHEIM, DEBRA	REIMBURSE	10/12/2010	74.58
359454	SALLIOTTE SEELY, DIANE	EMS-SEWING SUPPLIES	10/20/2010	74.30
359469	LYNCH, JILL	REIMBURSE	10/20/2010	74.00
359440	PETERSON, JAMES	REIMBURSE	10/20/2010	73.37
359167	FOLTZ-RINGSTROM, SHARON	REIMBURSE	10/12/2010	72.50
359328	WILKINSON, STEFANIE	REIMBURSE	10/15/2010	71.43
359225	TELLA, ANIKA	SNYDER SCHOLARSHIP	10/12/2010	70.00
359393	HERRSCHER, JESSI	REIMBURSE	10/20/2010	69.70
359535	FULLER, PETER	REIMBURSE	10/22/2010	69.50
359371	DVORAK, MARGARET	REIMBURSE	10/20/2010	68.05
359074	ROBERTS, LAURIE	REIMBURSE	10/5/2010	67.50
358983	ANDERSON, TODD	OFFICIAL	10/5/2010	67.00
359041	LORINSER, TONY	OFFICIAL	10/5/2010	67.00
359066	PETERSEN, ROBERT	OFFICIAL	10/5/2010	67.00
359104	VOZNYUK, ALEX	OFFICIAL	10/5/2010	67.00
359119	LAWROW, MIKE	OFFICIAL	10/6/2010	67.00
359058	NELSON, SHELLY	REIMBURSE	10/5/2010	66.60
359543	HOLDAHL CO	BV-SUPPLIES	10/22/2010	66.32
359118	KNOCK, ROBERT	OFFICIAL	10/6/2010	63.00
359121	LOKOWICH, MARY	OFFICIAL	10/6/2010	63.00
359298	LOKOWICH, MARY	OFFICIAL	10/15/2010	63.00
359340	ZRUST, DAN	OFFICIAL	10/15/2010	63.00
359038	LEE, ANDREA	PROF SERVICE	10/5/2010	61.20
359708	LEARNING RESOURCES, INC	SUPPLIES	10/29/2010	60.91
359401	KEFFELER, KAREN	REIMBURSE	10/20/2010	60.71
359224	SWIGGUM, LESLIE	REIMBURSE	10/12/2010	60.50
359484	WILKINSON, STEFANIE	REIMBURSE	10/20/2010	60.03
359115	GALLAGHER, LARRY	OFFICIAL	10/6/2010	60.00
359117	JONES, ADAM	OFFICIAL	10/6/2010	60.00
359129	SORENSEN, MATT	OFFICIAL	10/6/2010	60.00
359151	ANDERSON, TODD	OFFICIAL	10/12/2010	60.00
359169	GALLAGHER, LARRY	OFFICIAL	10/12/2010	60.00
359187	LORINSER, TONY	OFFICIAL	10/12/2010	60.00
359207	PETERSEN, ROBERT	OFFICIAL	10/12/2010	60.00
359226	THOENNES, DOUG	OFFICIAL	10/12/2010	60.00
359229	TIMM, KEVIN	OFFICIAL	10/12/2010	60.00
359261	BECCARD, SETH	OFFICIAL	10/15/2010	60.00
359283	HAASE, JASON	OFFICIAL	10/15/2010	60.00
359314	SORENSEN, MATT	OFFICIAL	10/15/2010	60.00
359329	WITHERS, JERRY	OFFICIAL	10/15/2010	60.00
359351	ASSN OF SCHOOL BUSINESS OFFICIALS	MEMBERSHIP	10/20/2010	60.00
359399	JONES, ADAM	OFFICIAL	10/20/2010	60.00
359434	ORTLIP, GAYLE	REIMBURSE	10/20/2010	60.00
359451	REIMERS, DOUGLAS	OFFICIAL	10/20/2010	60.00
359459	SORENSEN, MATT	OFFICIAL	10/20/2010	60.00
359482	WESTBRANCH TOWNHOME ASSN	REFUND	10/20/2010	60.00
359637	REIMERS, DOUGLAS	OFFICIAL	10/26/2010	60.00
359649	SULLIVAN, LAMARR	OFFICIAL	10/26/2010	60.00
359652	THOENNES, DOUG	OFFICIAL	10/26/2010	60.00
359654	TIMM, KEVIN	OFFICIAL	10/26/2010	60.00
359155	BRADFORD, KORENA	REIMBURSE	10/12/2010	58.93
359531	FERGUSON ENTERPRISES, INC #1657	OW-SUPPLIES	10/22/2010	58.01

359655	UNIVERSITY OF MN	CONFERENCE	10/26/2010	58.00
359638	REINKE, MICHELLE	REIMBURSE	10/26/2010	57.74
359095	TRANS-MISSISSIPPI BIOLOGICAL	HS-SUPPLIES	10/5/2010	57.10
359591	ZAHL-PETROLEUM MAINTENANCE CO	TANK MONITOR PAPER MDE#51338	10/22/2010	56.61
359157	BRUCE, MARY	REIMBURSE	10/12/2010	54.97
359462	STIBBINS, SHAWN	REIMBURSE	10/20/2010	54.10
359154	BECKMAN, CHRIS	OFFICIAL	10/12/2010	54.00
359234	WINCEK, JACQUELINE	OFFICIAL	10/12/2010	54.00
359284	HERDER, JAMES	OFFICIAL	10/15/2010	54.00
359299	MALLEY, DAVID	OFFICIAL	10/15/2010	54.00
359596	BECKMAN, CHRIS	OFFICIAL	10/26/2010	54.00
359659	WINCEK, JACQUELINE	OFFICIAL	10/26/2010	54.00
359221	SORONOW, STEVEN	REFUND	10/12/2010	53.90
359413	MARGET, DONNA	REIMBURSE	10/20/2010	53.36
359547	LABOWITCH, KATHY	REIMBURSE	10/22/2010	52.80
359171	HEITKAMP, MARY	REFUND	10/12/2010	52.50
359266	COMMERCIAL ASPHALT CO	SUPPLIES	10/15/2010	52.49
358988	BOLDT, SARA	REIMBURSE	10/5/2010	52.29
359003	ERICKSON, CHRISTOPHER	OFFICIAL	10/5/2010	52.00
359061	OLSON, WAYNE	OFFICIAL	10/5/2010	52.00
359073	REED, JONATHAN	OFFICIAL	10/5/2010	52.00
359208	REED, JONATHAN	OFFICIAL	10/12/2010	52.00
359415	MCCRORY, MARCUS	OFFICIAL	10/20/2010	52.00
359433	OLSON, WAYNE	OFFICIAL	10/20/2010	52.00
359449	REED, JONATHAN	OFFICIAL	10/20/2010	52.00
359620	HOFSTEDT, RONALD	OFFICIAL	10/26/2010	52.00
359625	MCCRORY, MARCUS	OFFICIAL	10/26/2010	52.00
359636	REED, JONATHAN	OFFICIAL	10/26/2010	52.00
359345	ADAMS, KARLYN	OFFICIAL	10/20/2010	51.45
359376	FIERGOLA, OLIVIA	OFFICIAL	10/20/2010	51.45
359455	SEIDEL, SHANNA	OFFICIAL	10/20/2010	51.45
359514	SABLE-LEMKE, JOAN	REIMBURSE	10/20/2010	50.00
359680	ACT	EMS-EXPEDITE SHIPPING	10/29/2010	50.00
359163	DIKEMAN, ELIZABETH	REIMBURSE	10/12/2010	49.75
359359	CHILDREN'S HEALTH MARKET, THE	TEACHERS MANUAL	10/20/2010	49.50
358999	DUAN, HONGYI	REFUND	10/5/2010	49.00
359170	HANRAHAN, MARGARET	REIMBURSE	10/12/2010	49.00
359160	CUB FOODS	GROCERIES	10/12/2010	48.52
359477	WARZECHA, ELLEN	REIMBURSE	10/20/2010	48.00
359473	VIKING ELECTRIC SUPPLY, INC	EMS-SUPPLIES	10/20/2010	46.51
359179	JOHNSON, NICOLE	REIMBURSE	10/12/2010	45.89
359322	TURNQUIST, SARAH	REIMBURSE	10/15/2010	45.00
359467	TOLLE, BONNIE	REIMBURSE	10/20/2010	44.20
359232	WAAGE, LORI	REFUND	10/12/2010	44.00
359281	GULLAND, MICHAEL	OFFICIAL	10/15/2010	44.00
359300	MCCRORY, MARCUS	OFFICIAL	10/15/2010	44.00
359305	NJEUGOAL, SIMPLICE	OFFICIAL	10/15/2010	44.00
359318	THORPE, EAMONN	OFFICIAL	10/15/2010	44.00
359389	GULLAND, MICHAEL	OFFICIAL	10/20/2010	44.00
359402	KEIL, LINDSEY	REIMBURSE	10/20/2010	43.70
359560	PETERSON, TYLER	REIMBURSE	10/22/2010	43.60
359021	HANUS, GAIL	REIMBURSE	10/5/2010	43.25
359082	SNELL, ABBIE	OFFICIAL	10/5/2010	43.00
359220	SNELL, ABBIE	OFFICIAL	10/12/2010	43.00
359458	SNELL, ABBIE	OFFICIAL	10/20/2010	43.00
359020	HANSEN, ELIZABETH	REIMBURSE	10/5/2010	42.50
359004	FALLS, DENISE	REIMBURSE	10/5/2010	42.33
359400	KAATZ, NAN	REIMBURSE	10/20/2010	42.00
359326	WEAVER, PATRICE	REIMBURSE	10/15/2010	41.25
359503	KOSIN, SUSAN	REIMBURSE	10/20/2010	41.25
359686	BOLDT, SARA	REIMBURSE	10/29/2010	41.04

358984	APPLE VALLEY HIGH SCHOOL	ATH-ENTRY FEE	10/5/2010	40.00
359071	PRONDZINSKI, JEFF	REIMBURSE	10/5/2010	40.00
359493	DESAULNIERS, LINDA	REIMBURSE	10/20/2010	40.00
359515	SAHOO, MANOJ	REFUND	10/20/2010	40.00
359576	ST CYR, JUDITH	REIMBURSE	10/22/2010	40.00
359013	GEHRING, HEATHER	REFUND	10/5/2010	38.00
359173	INTERMEDIATE DIST 287	REGISTRATION	10/12/2010	35.00
359513	RUDELL BEACH, SARAH	REIMBURSE	10/20/2010	35.00
359525	BORDWELL, DANIEL	REIMBURSE	10/22/2010	35.00
359628	MN DEPT OF HEALTH ENVIRONMENTAL HEALTH DIV	GL HB- HOSPITALITY FEE	10/26/2010	35.00
359034	JONES, JUSTIN	REIMBURSE	10/5/2010	34.95
359180	LAKESHORE LEARNING MATERIALS	GL-SUPPLIES	10/12/2010	34.95
359145	RAUSCH, ELIZABETH	REFUND	10/6/2010	34.00
359270	EDINA COMMUNITY EDUCATION SERV	CED-INSTRUCTOR APPRECIATION EVENT	10/15/2010	34.00
359212	RYDLAND, ANNE	REIMBURSE	10/12/2010	33.97
359236	WONG, MARGARET	REIMBURSE	10/12/2010	33.30
358982	ANDERSON, JODI	REIMBURSE	10/5/2010	33.00
359096	TURNER, MEGAN	REFUND	10/5/2010	33.00
359138	KOEHNEN, LESLEY	REFUND	10/6/2010	33.00
359405	KIMLINGER, DEBRA	REIMBURSE	10/20/2010	33.00
359633	NEWMAN, SUSAN	REIMBURSE	10/26/2010	32.51
359704	JASPER, LEAANNE	REIMBURSE	10/29/2010	32.16
359223	STORTI, ALLISON	REIMBURSE	10/12/2010	31.00
359181	LATTERELL, MARSHALL	REIMBURSE	10/12/2010	30.15
359086	STINE, MEGAN	REIMBURSE	10/5/2010	30.00
359439	PETERSON, DONNA	REIMBURSE	10/20/2010	29.34
359174	INTERFAITH OUTREACH	REFUND	10/12/2010	29.00
359447	PROGRESSIVE BUSINESS PUBLICATION	RENEW SUBSCRIPTION	10/20/2010	28.99
359509	PANT, DEVIKA	REFUND	10/20/2010	28.80
359166	FISHER, ANGIE	REIMBURSE	10/12/2010	28.71
359711	MASHADI, ERAM	REIMBURSE	10/29/2010	28.20
359575	SHIFFLER EQUIPMENT SALES, INC	SUPPLIES	10/22/2010	28.00
359211	ROBERTS, DANIEL	REIMBURSE	10/12/2010	27.11
359001	EAGLE MOULDINGS	WMS-SUPPLIES	10/5/2010	27.02
359177	JIRJIS, JANET	REIMBURSE	10/12/2010	26.91
359263	BRANNAN-MERRITT, KATHLEEN	REIMBURSE	10/15/2010	26.70
359490	BERGIN FRUIT AND NUT COMPANY	GROCERIES	10/20/2010	26.10
359164	EBERHARDT, JAMES	REIMBURSE	10/12/2010	26.00
359500	INTERNATIONAL PLASTICS	SHIP LABELS	10/20/2010	25.65
359494	ERICKSON, RISHA	REIMBURSE	10/20/2010	25.49
359489	BAZZACHINI, PAM	REIMBURSE	10/20/2010	25.00
359102	VIKING ELECTRIC SUPPLY, INC	OW-SUPPLIES	10/5/2010	24.99
359692	FELAND, KARLA	REIMBURSE	10/29/2010	24.99
359139	LEE, CHARLENE	REFUND	10/6/2010	24.00
359627	MEDINA ENTERTAINMENT CTR	HS-BOWLING FIELD TRIP	10/26/2010	24.00
359156	BRAY, PENNY	REIMBURSE	10/12/2010	23.98
359259	AMERICAN MESSAGING	MESSAGING SERVICE	10/15/2010	23.29
359526	BRISLEY, SUSAN	REIMBURSE	10/22/2010	22.95
359602	CONTINENTAL CLAY CO	CMS-ART SUPPLIES	10/26/2010	21.95
359366	CONTINENTAL CLAY CO	CLAY-ART SUPPLIES	10/20/2010	21.87
359581	UNLIMITED SUPPLIES	CSF-SUPPLIES	10/22/2010	21.54
359710	LUTZ, DAVID	REIMBURSE	10/29/2010	20.46
359112	ZEMLIN, LYNN	REIMBURSE	10/5/2010	19.70
358985	ARENDT, LINDA	REFUND	10/5/2010	19.00
359026	HENSEL, SIGNE	REIMBURSE	10/5/2010	19.00
359029	ICOPINI, NANCY	REIMBURSE	10/5/2010	19.00
359032	JOHNSON, ANA	REFUND	10/5/2010	19.00
359039	LEGER, PERRY	REFUND	10/5/2010	19.00
359056	MORTON, JULIE	REIMBURSE	10/5/2010	19.00
359065	PATZELT, LYNN	REIMBURSE	10/5/2010	19.00
359075	SANDERS, VAN	REIMBURSE	10/5/2010	19.00

**WAYZATA PUBLIC SCHOOLS
WIRE TRANSFER,EFT AND ACH ACTIVITY
SEPTEMBER 2010**

FROM	TO	DATE	AMOUNT
Wells Fargo-Checking	Wells Fargo-Payroll	Multiple	\$3,721,982
Wells Fargo-Checking	Federal P/R Taxes	9/1/2010	\$192,870
	Federal P/R Taxes	9/16/2010	\$673,559
Wells Fargo-Checking	State P/R Taxes (MN)	9/1/2010	\$29,094
	State P/R Taxes (MN)	9/16/2010	\$114,400
Wells Fargo-Checking	Delta Dental - Dental Claims	Multiple	\$104,073
Wells Fargo-Checking	Preferred One - Health Claims	Multiple	\$692,775
Wells Fargo-Checking	Wells Fargo Commercial Card - Purchase Card Program	9/3/2010	\$652,126
Wells Fargo-Checking	Corporate Health Systems - Flex Benefits	Multiple	\$82,399
Wells Fargo-Checking	Preferred One - Broker/Reinsurance Fees	9/16/2010	\$71,797
Wells Fargo-Checking	MN Department of Revenue - Sales & Use Tax Payment	9/21/2010	\$306
Wells Fargo-Checking	MN Unemployment Fund - Unemployment Claims	9/14/2010	\$10,185
Wells Fargo-Checking	MN State Retirement System - 457 Plan Contributions	9/15/2010	\$2,371
Wells Fargo-Checking	US Bank - 2010B COP Debt Payment	9/30/2010	\$172,327
Wells Fargo-Checking	Mass Mutual - S.O.L.I. Premium Payment	9/27/2010	\$26,333
MN Trust/PMA	Wells Fargo-Checking - Investment/Operating Funds	Multiple	\$10,500,000
State of Minnesota	PMA/MN Trust - State Aid Payments	Multiple	\$12,250,106
MSDLAF	Wells Fargo-Checking - Investment/Operating Funds	9/20/2010	\$1,000,000
District Retirees	Wells Fargo-Checking - Health Insurance Premiums	9/1/2010 9/24/2010	\$39,680 \$36,367
TOTAL ACTIVITY - SEPTEMBER 2010			\$30,372,750

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

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

ITEM: C. Approval of State of Minnesota Grant Agreement for the Facility
Cost Share Project

COMMENTS BY: Mr. Westrum

Wayzata ISD 284 has been awarded a State of Minnesota Facility Cost Share Project Grant for \$150,000.00. This is a competitive grant with the Office of Energy Security funded by the American Recovery and Reinvestment Act (ARRA) of 2009, and administered through the State of Minnesota. The District will match the grant award with \$150,000.00 of local resources to make energy efficiency improvements in lighting upgrades at three of its elementary buildings; Kimberly Lane, Plymouth Creek, and Gleason Lake Elementary Schools.

RECOMMENDED ACTION: Approve the attached Agreement for the Facility Cost Share Project Grant Award of \$150,000.00.

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



85 7th Place East, Suite 500, St. Paul, MN 55101-2198
main: 651.296.4026 tty: 651.296.2860 fax: 651.297.7891
www.commerce.state.mn.us

19 October 2010

Dear ARRA-funded Recipient:

You currently have an agreement in place with the Office of Energy Security that is receiving funding, in part or in whole, from the American Recovery and Reinvestment Act of 2009 (ARRA). As you are aware, this funding comes with many requirements to comply with various other statutes, including the National Environmental Policy Act, Historical Preservation, Davis-Bacon prevailing wage.

The U.S. Department of Energy (USDOE), recently told us that, in order for us to be in full compliance with federal rules, we needed to amend our ARRA-funded agreements with the attached language (see Attachment 1). Our legal counsel has advised us to comply with USDOE's recent finding.

Therefore, please find in this packet the following items:

- Attachment 1, which outlines the Terms & Conditions that must be followed as part of your agreement with our office
 - KEEP THIS DOCUMENT WITH YOUR AGREEMENT
- Two amendments, which we ask that you sign and return to our office by 11/05/2010
 - MAIL THESE FORMS BACK TO OUR OFFICE

Please review these items, then sign and return the two amendments in the enclosed envelope to our office no later than Friday, November 5, 2010.

Grants & Contracts – ARRA Amendment
Office of Energy Security
Minnesota Department of Commerce
85 7th Place East, Suite 500
Saint Paul, MN 55101

Your cooperation and prompt attention to this matter is greatly appreciated. In the event you need assistance, please contact our office at energy.contracts@state.mn.us.

Sincerely,

Amy Bicek-Skog
Operations Supervisor
Office of Energy Security, State Energy Office

STATE OF MINNESOTA

Amendment No. 1

CFMS: B49336

Agreement Start Date:	<u>10/01/2010</u>	Total Agreement Amount:	<u>\$150,000.00</u>
Original Expiration Date:	<u>06/30/2011</u>	Original Agreement:	<u>\$150,000.00</u>
Current Expiration Date:	<u>06/30/2011</u>	Previous Amendment(s) Total:	<u>\$N/A</u>
Requested Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$N/A</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of Commerce ("State") and Wayzata Public Schools ISD #284, 210 County Road 101 North, Wayzata, MN 55391-2847 ("Grantee").

Recitals

1. The State has an agreement with the Grantee identified as CFMS B49336 ("Original Agreement") to provide energy efficiency improvements.
2. This agreement is being amended to include U.S. Department of Energy's flow down requirements.
3. The State and the Grantee are willing to amend the Original Agreement as stated below.

Amendment(s)

REVISION 1. The following clause is added to the agreement:

22 Compliance with U.S. Department of Energy's Flow Down Requirements

It is the responsibility of the Grantee to fully understand, and be in compliance with, all U.S. Department of Energy's flow down requirements, found in Attachment 1 to this agreement.

REVISION 2.

Attachment 1 is hereby attached and incorporated into this agreement.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments are incorporated by reference and remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, Sections 16A.15 and 16C.05. (with delegated authority)

Signed: Jennifer Hamstien
Date: 10/18/10

CFMS Contract No. B49336

3. MN DEPARTMENT OF COMMERCE

Individual certifies the applicable provisions of Minnesota Statutes, Sections 16C.08, subdivisions 2 and 3 are reaffirmed (with delegated authority)

By: _____
Title: _____
Date: _____

2. WAYZATA PUBLIC SCHOOLS ISD #284

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
Title: _____
Date: _____

U.S. Department of Energy's

Flow Down Provisions

SUBGRANT FLOW DOWN PROVISIONS FOR WAP AND SEP FINANCIAL ASSISTANCE AWARDS

Resolution of Conflicting Conditions

Statement of Federal Stewardship

Site Visits

Reporting Requirements

Publications

Federal, State, and Municipal Requirements

Intellectual Property Provisions and Contact Information

Lobbying Restrictions

Notice Regarding the Purchase of American-Made Equipment and Products -- Sense of Congress

Decontamination and/or Decommissioning (D&D) Costs

Historic Preservation

Flow Down Terms For ARRA Awards – See Prescriptions for Applicability

Special Provisions Relating To Work Funded Under American Recovery and Reinvestment Act of 2009

Reporting and Registration Requirements Under Section 1512 of The Recovery Act

Required Use of American Iron, Steel, and Manufactured Goods (Covered Under International Agreements)—Section 1605 of the American Recovery and Reinvestment Act of 2009

Wage Rate Requirements Under Section 1606 Of The Recovery Act

Recovery Act Transactions Listed In Schedule of Expenditures of Federal Awards and Recipient Responsibilities For Informing Subrecipients

Davis Bacon Act Requirements (For WAP ARRA Financial Assistance Awards)

Davis Bacon Act and Contract Work Hours and Safety Standards Act (For Use in SEP Financial Assistance Awards)

From 10 CFR 600.236-Procurement

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub-grantees will follow paragraphs (b) through (i) in this section.

Note: 600.236 (i)-Contract provisions. A grantee's and sub-grantee's contracts MUST contain provisions in paragraph (i) of this section (1) through (13).

10 CFR 600.236 -- <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=1d87da29f6087f0251f78954c8888ff1&rgn=div8&view=text&node=10:4.0.1.3.9.3.20.23&idno=10>

From 10 CFR 600.237-Subgrants

Retention and Access Requirements for Records

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?type=simple;c=ecfr;cc=ecfr;sid=4c22613d54c8ee557f9dc9d6015ec1c9;idno=10;region=DIV1;q1=600.242;rgn=div8;view=text;node=10%3A4.0.1.3.9.3.20.27>

Conform any advances of grant funds to sub-grantees substantially to the same standards of timing and amount that apply to cash advances by Federal agencies (refer state to 10 CFR 600.221(c)).

10 CFR 60.221(c) Advances. Grantees and subgrantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee.

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AWARD AGREEMENT TERMS AND CONDITIONS 4

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USE OF PROGRAM INCOME - ADDITION 5

STATEMENT OF FEDERAL STEWARDSHIP – MANDATORY FLOW DOWN REQUIRED 5

SITE VISITS – MANDATORY FLOW DOWN REQUIRED 5

REPORTING REQUIREMENTS -- MANDATORY FLOW DOWN REQUIRED 6

PUBLICATIONS – MANDATORY FLOW DOWN REQUIRED 6

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS – MANDATORY FLOW DOWN REQUIRED 7

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION – MANDATORY FLOW DOWN REQUIRED 7

LOBBYING RESTRICTIONS – MANDATORY FLOW DOWN REQUIRED 7

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DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS – MANDATORY FLOW DOWN REQUIRED 7

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SPECIAL TERMS AND CONDITIONS FOR USE IN MOST GRANTS AND COOPERATIVE AGREEMENTS

RESOLUTION OF CONFLICTING CONDITIONS – MANDATORY FLOW DOWN REQUIRED

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Grant and Cooperative Agreement cover page, plus the following:

- a. Special terms and conditions.
- b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Federal Assistance Reporting Checklist
3	Budget Pages
4	State Annual File
5	State Master File
6	Wage Determination

- c. Applicable program regulations [*Specify*][*Date*]
- d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov> and if the award is for research and to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp>.
- e. Application/proposal as approved by DOE.
- f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.

c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

STATEMENT OF FEDERAL STEWARDSHIP – MANDATORY FLOW DOWN REQUIRED

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

SITE VISITS – MANDATORY FLOW DOWN REQUIRED

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the

safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

REPORTING REQUIREMENTS -- MANDATORY FLOW DOWN REQUIRED

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

PUBLICATIONS – MANDATORY FLOW DOWN REQUIRED

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0000095

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the

United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS – MANDATORY FLOW DOWN REQUIRED

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION – MANDATORY FLOW DOWN REQUIRED

a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Agreement Face Page. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

LOBBYING RESTRICTIONS – MANDATORY FLOW DOWN REQUIRED

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS – MANDATORY FLOW DOWN REQUIRED

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS – MANDATORY FLOW DOWN REQUIRED

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the

performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

HISTORIC PRESERVATION -- MANDATORY FLOW DOWN REQUIRED

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

Prescription: This clause must be included in all grants, cooperative agreements and TIAs (new or amended) when funds appropriated under the Recovery Act are obligated to the agreement.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the subcontract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held

before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

G. Request for Reimbursement (this version is included in WAP/SEP awards with states)

RESERVED

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in supporting of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

Prescription: The following award term shall be used to implement the recipient reporting and registration requirements in the Recovery Act section 1512.

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

Prescription: When awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work and the total project value is estimated less than \$7,443,000, the agency shall use this award term.

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS -- SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. As used in this award term and condition--

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams,

plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference. (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that--

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act . (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

Prescription: When awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work with a total project value over \$7,443,000 that involves iron, steel, and/or manufactured goods materials covered under international agreements, the agency shall use this award term.

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS)—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

Designated country —(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods —(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good —(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

[*Award official to list applicable excepted materials or indicate “none”*]

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data*. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			

Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

*[*Include all delivery costs to the construction site.]*

Prescription: When issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair the agency shall use this award term.

WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

Prescription: The award term described in this section shall be used by agencies to clarify recipient responsibilities regarding tracking and documenting Recovery Act expenditures.

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF

EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Prescription: Include for ARRA Weatherization Assistance Program (WAP) Awards when WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT ("RECOVERY ACT") term is required.

DAVIS BACON ACT REQUIREMENTS

A. Definitions. For purposes of this term, the Contract Work Hours and Safety Standards Act term, and the Recipient Functions term, the following definitions are applicable:

(1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.

(2) “*Construction, alteration or repair*” means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(b) Painting and decorating; or

(c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.

(3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these terms, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.

(4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) *Contractor* means an entity that enters into a Contract. For purposes of these terms, Contractor shall include subcontractors and lower-tier subcontractors.

(6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(7) “*Site of the work*”—

(a) Means—

(i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and

(ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;

(b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(1) They are dedicated exclusively, or nearly so, to performance of the project; and

(2) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and

(c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

(8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. Davis-Bacon Act

(1)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) *Applicable to Recipient Only:* Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be

constructively made or incurred during such period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this term) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the

Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Term shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Term, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The Recipient is responsible for ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Term. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this term. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Term, the appropriate information is being maintained under paragraph D(1) of this Term, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Term.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Term may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Term available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of Funds

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

F. Apprentices and Trainees

(1) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if

certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Term, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Term shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

G. Compliance with Copeland Act Requirements

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts

(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Term entitled “Davis Bacon Act Requirements” and such other terms as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Term. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Term.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient’s and Contractor’s signed and dated acknowledgment that this Term has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). Within 14 days after issuance of a Contract or lower- tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower- tier subcontractor’s signed and dated acknowledgment that this Term has been included in any Contract and lower-tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

I. Contract Termination—Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Term include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or

the employees or their representatives.

L. Certification of Eligibility.

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

Contract Work Hours and Safety Standards Act

This Term entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Term, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the term set forth in paragraph B herein, the Subrecipient or Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the term set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages.

(1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the term set forth in CWHSSA, paragraph B of this Term.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in term set forth in CWHSSA, paragraph B of this Term.

D. Subcontracts. The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the terms set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Term in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower-tier subcontractors).

E. The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Davis-Bacon Act Requirements term, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in the Davis Bacon Requirements term.

Prescription: Include for ARRA Awards (other than Weatherization Assistance Program and Loan Program awards) when WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT (“RECOVERY ACT”) term is required.

DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Definitions: For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(1) “Award” means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.

(2) “Contractor” means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients’ or Subrecipients’ contractors, subcontractors, and lower-tier subcontractors.

“Contractor” does not mean a unit of State or local government where construction is performed by its own employees.”

(3) “Contract” means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. “Contract” does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) “Contracting Officer” means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) “Recipient” means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) “Subaward” means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient’s procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of “Award” above.

(7) “Subrecipient” means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) Davis Bacon Act

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the

rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of

the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The

prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the

wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

From 10 CFR 600.236-Procurement

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub-grantees will follow paragraphs (b) through (i) in this section.

Note: 600.236 (i)-Contract provisions. A grantee's and sub-grantee's contracts MUST contain provisions in paragraph (i) of this section (1) through (13).

10 CFR 600.236 -- <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=1d87da29f6087f0251f78954c8888ff1&rgn=div8&view=text&node=10:4.0.1.3.9.3.20.23&idno=10>

From 10 CFR 600.237-Subgrants

Retention and Access Requirements for Records

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?type=simple;c=ecfr;cc=ecfr;sid=4c22613d54c8ee557f9dc9d6015ec1c9;idno=10;region=DIV1;q1=600.242;rgn=div8;view=text;node=10%3A4.0.1.3.9.3.20.27>

Conform any advances of grant funds to sub-grantees substantially to the same standards of timing and amount that apply to cash advances by Federal agencies (refer state to 10 CFR 600.221(c)).

10 CFR 60.221(c) Advances. Grantees and subgrantees shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the grantee or subgrantee.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

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

ITEM: D. Human Resource Recommendations

COMMENTS BY: Ms. Annie Doughty

Employment

Demae DeRocher 4 Hour – 12 month Secretary Central Middle
Open Position Research & Eval.

Demae DeRocher 3.75 Hour Culinary Express Central Middle
Resignation – Karen Rudin

Jana Lewis .6 Counselor West Middle
Resignation – Becky Paurus

Beth Schoolman 2.75 Hour Paraprofessional Greenwood
Transfer – Heidie Thompson

Brandon Smith 4 Hour Special Ed Paraprofessional Oakwood
New Position

Disability/Child Care Leave of Absence

Amy Campbell, High School Science Teacher, has requested a childcare leave of absence for the birth of her baby which is due May 18, 2011. She is requesting a disability leave followed by a childcare leave of absence through the end of the 2010-2011 school year.

Angela Henry, Vision 21 Teacher at Oakwood Elementary School, has requested a childcare leave of absence for the birth of her baby which is due February 24, 2011. She is requesting a disability leave followed by a childcare leave of absence through April 8, 2011.

Jennifer Landy, High School Counselor, has requested a childcare leave of absence for the birth of her baby which is due April 23, 2011. She is requesting a disability leave followed by a childcare leave of absence through the end of the 2010-2011 school year.

Renee Wenberg, 4th Grade Teacher at Birchview Elementary School, has requested a childcare leave of absence for the birth of her baby which is due March 1, 2011. She is requesting a six-week disability leave of absence.

Human Resource Services Recommendations
November 8, 2010 – Regular Meeting

Leave of Absence Without Pay

Vaira Druva, Vision 21 Teacher at Plymouth Creek Elementary School, has requested to rescind her leave of absence without pay from December 20, 2010 through January 7, 2011.

Elizabeth Denn, 1st Grade Teacher at Sunset Hill Elementary School, has requested a leave of absence without pay from November 12, 2010 through the end of the 2010-2011 school year.

Contract Modification

Julie Abler	Special Ed Para, Central Middle	Contract Ended October 15, 2010
Amy Naleid	Related Service Provider, Greenwood	From .7 to .8 FTE

Resignation

Sarah Bowen, Related Services Provider currently on leave of absence, has resigned her position effective October 20, 2010.

Becky Paurus, West Middle School Counselor, has resigned her position effective October 20, 2010.

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 – November 8, 2010

AGENDA SECTION: 3. STUDENT CURRICULUM PRESENTATION

ITEM: A. West Middle School Science Presentation

COMMENTS BY: Dr. Jill Johnson

With us this evening are Mr. Dan Roberts, science teacher at West Middle School and some of his 8th grade students who will guide school board members in an experiment that demonstrates the formation of clouds. After the experiment, the students will conduct a demonstration that will help explain why clouds form. Mr. Roberts will introduce his students.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 4. RECOGNITIONS

ITEM: A. Employees of the Month - November

COMMENTS BY: Superintendent Anderson

Wayzata High School is pleased to nominate **John Batalden** and **Judi Rovang** as the November Employees of the Month.

John Batalden (JB) began his career as a counselor at Wayzata High School in 1989 after spending ten years as a teacher in the Alternative Learning Center’s FOCUS program. He was recently recognized for 30 years of service in District 284.

When he is not working with students in his office, John can frequently be found in the hallways or down in the weight room after school making meaningful connections with students and faculty. He is often found in his office before 6 a.m. returning e-mails from parents and writing letters of recommendation. In this large building, he takes the time to have personal conversations with staff members rather than sending an e-mail. His colleagues appreciate his charismatic nature and sense of humor and recognize him for the passion he brings to his job. JB is truly the biggest advocate for students; he consistently strives to create a positive high school experience for each of them. He gives each student personal attention in post-secondary planning – even coming in to send transcripts to colleges on Christmas and New Year’s Eve on two occasions after receiving “emergency” phone calls from students.

John values professional development and attends the Minnesota School Counselors Association Conference in Brainerd each spring. During free time, he is often seen with “his bride”, Mary, riding a tandem bicycle. He enjoys spending time with his children, Jill and Josh. If you need something fixed at your house, JB is the man to call. He never hesitates to lend a helping hand to those in need.

John exemplifies the ideal school counselor. He is authentic and makes an impact on those who are fortunate enough to know him. He readily shares his experiences and wisdom with his colleagues, allowing them to grow professionally and personally.

Judi Rovang came to the High School at the start of our 2007-2008 school year and soon came to be known as the “voice of Wayzata.” Judi has been an employee in the District for 14 years. She started as a District sub and then worked as the Office Para at Oakwood for 8 years before coming to the High School.

Judi always puts her best foot forward when responding to anyone who comes into the main office. She is patient, calm, respectful and professional – no matter how many times she may have to answer the same question. She goes above and beyond to help everyone whether it is a student, parent or staff member. Judi truly is the epitome of customer service. She always responds with a smile and has a great sense of humor.

Judi is also the “glue” that holds the 2nd floor office together. She is always willing to pitch in anytime she is asked and a real team player (especially during NewsBreak “sing-alongs”). Judi plays a vital part to keep our building running “like a fine tuned machine.” We feel extremely fortunate to have her with us!

It is for these reasons that Wayzata High School is proud to honor John and Judi as the Employees of the Month.

Congratulations to John & Judi!

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 4. RECOGNITIONS

ITEM: B. Wayzata Youth Hockey and Arena

COMMENTS BY: Superintendent Anderson

As part of its cooperative relationship with Wayzata Public Schools, the Wayzata Youth Hockey Association (WYHA), is making a contribution of \$50,000 over the next two years toward the final cost of the indoor ice melting pit at the Wayzata Ice Arena located at Central Middle School.

The project was completed during the past summer and is a safety enhancement for the arena that allows the zamboni to empty its contents in the safety of the arena. Previously, the zamboni had to exit the building and drive through traffic and pedestrians to empty its contents, which created a hazardous situation for both the zamboni and the public.

WYHA president, Greg Gibson, and WYHA board member, Paul Hahn, are here tonight to present the district with the donation of \$25,000. The association will present the final \$25,000 in November 2011.

Thanks very much to the WYHA for its continued partnership with Wayzata Public Schools.

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 4.. RECOGNITIONS

ITEM: C. ACT Perfect Score

COMMENTS BY: Superintendent Anderson

Amy Wen, a senior at Wayzata High School, earned a perfect score of 36 on the ACT exam.

Amy said she took the ACT exam previously in eighth and 10th grades. As an eighth grade student, she said she wasn't familiar with a lot of the math components, but felt comfortable with the exam as a 10th grade student. To prepare for this final time taking the exam, Amy said she studied out of a practice book for a few days and made sure to get plenty of sleep and a have a good breakfast before the exam.

During her time at WHS, Amy has participated in the Knowledge Masters Open, the Science Olympiad and Trojan Leadership Council. She also performs trumpet in the symphonic band and played in the marching band in 10th and 11th grade. She completed a summer internship in 2009 for the Tianjin Association of Chinese Enterprises with Foreign Investment in which she edited articles for its monthly magazine to correct the Chinese to English translations. During this recent summer, Amy traveled to Taiwan where she taught English.

She has applied to 10 colleges and universities and her top choices include Stanford, Northwestern and Washington University in St. Louis, Missouri. She said she is interested in pursuing a biology or science related major but is undecided for future career choices.

Amy is one of four students to earn a perfect score on the ACT exam this year. The other three students, Samantha Carter, Michael Neaton and Lauren Urke, were recognized for their achievement at the October 2010 regular board meeting.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 5. REPORTS FROM ORGANIZATIONS

ITEM: _____

COMMENTS BY: Board Chair Peterson

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

Student Council - Lauren Stufft

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: A. Superintendent

COMMENTS BY: Superintendent Anderson

1. **Resolution – American Education Week – November 14-20, 2010**

NEA's 89th annual American Education Week (AEW) spotlights the importance of providing every child in America with a quality public education, and the need for everyone to do his or her part in making public schools great.

Great Public Schools: A Basic Right and Our Responsibility reflects the Association's calling upon America to provide students with quality public schools so that they can grow, prosper, and achieve in the 21st century.

Wayzata Public Schools will kick off American Education Week on Monday, November 8 at the School Board meeting at 6 PM at Wayzata City Hall. The Board will adopt a Resolution recognizing American Education Week and has invited our 35 National Merit Scholarship Semifinalists from the class of 2011 to honor their “Esteemed Teachers”.

RECOMMENDED ACTION: Adopt the RESOLUTION – AMERICAN EDUCATION WEEK – NOVEMBER 14-20, 2010.

Motion by: _____

ROLL CALL Passed _____

Second by: _____

VOTE Failed _____

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

**RESOLUTION
AMERICAN EDUCATION WEEK
NOVEMBER 14-20, 2010**

WHEREAS, Public schools are the backbone of our democracy, providing young people with the tools they'll need to maintain our nation's precious values of freedom, civility, and equality; and

WHEREAS, By equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

WHEREAS, Education employees – be they teachers or custodians, bus drivers or librarians, secretaries or paraprofessionals, food service or administrators – work tirelessly to serve our children and communities with care and professionalism; and

WHEREAS, Schools are the center of our community linchpins, bringing together adults and children, educators and volunteers, business leaders and elected officials in a common enterprise;

NOW, THEREFORE, We, the School Board of the Wayzata Public Schools, Independent School District 284, do hereby recognize November 14-20, 2010, as the 89th annual observance of

AMERICAN EDUCATION WEEK.

Adopted this 8th day of November, 2010.

Carter G. Peterson
School Board Chair

Chace B. Anderson
Superintendent of Schools

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: A. Superintendent

COMMENTS BY: Superintendent Anderson

2. Board Policies and Regulations – Annual Review – No Changes

- a. Board Policy and Regulations 403 and 403-R – “Harassment and Violence” – Second Reading and Adoption

RECOMMENDED ACTION: Accept for second reading and adoption the recommendation for no changes to Board Policy and Regulations 403 and 403-R – “Harassment and Violence.”

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

HARASSMENT AND VIOLENCE

POLICY: 403

The District recognizes each employee's right to individual respect and dignity and is committed to establishing and maintaining a professional, respectful working environment for all employees.

It is the policy of the District to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The District prohibits any form of religious, racial or sexual harassment and violence.

It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the District to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding religion and race as defined by regulations. (For purposes of this policy, school personnel include school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the District.)

It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the District to inflict, threaten to inflict, or attempt to inflict religious, racial or sexual violence upon any pupil, teacher, administrator or other school personnel.

The District will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

ADOPTED: March 10, 1986
AMENDED: September 16, 1991
AMENDED: September 13, 1993
AMENDED: July 11, 1994
AMENDED: December 11, 1995
AMENDED: May 14, 2001
AMENDED: July 12, 2004
REVIEWED: October 9, 2006
AMENDED: September 10, 2007
REVIEWED: October 13, 2008
REVIEWED: October 12, 2009
SECOND READING: November 8, 2010

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

HARASSMENT AND VIOLENCE

REGULATIONS: 403-R

To implement the School Board policy prohibiting harassment & violence, the District will utilize the following definitions, reporting procedures, District action and training regulations:

I. RELIGIOUS, RACIAL AND SEXUAL HARASSMENT AND VIOLENCE DEFINED

A. Sexual Harassment;

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
2. Sexual harassment may include but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of gender.

B. Racial Harassment;

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

- 1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- 3. otherwise adversely affects an individual's employment or academic opportunities.

C. Religious Harassment;

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

- 1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
- 3. otherwise adversely affects an individual's employment or academic opportunities.

D. Sexual Violence;

- 1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;

- c. coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.
- E. Racial Violence; Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.
- F. Religious Violence; Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.
- G. Assault; Assault is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
 - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 - 3. the threat to do bodily harm to another with present ability to carry out the threat.

II. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence by a pupil, teacher, administrator or other school personnel of the District, or any person with knowledge or belief of conduct which may constitute religious, racial or sexual harassment or violence toward a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate District official designated by this policy. The District encourages the reporting party or complainant to use the report form available from the principal_of each building or available from the District office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a District Human Rights Officer or to the Superintendent.
- B. In Each School Building. The building principal is the person responsible for receiving oral or written reports of religious, racial or sexual harassment or violence at the building level. Any adult District personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately. The principal will take appropriate action to investigate student-to-student complaints and resolve the matter in a timely fashion.
- C. If the complaint involves an adult, the principal must notify the District Human Rights Officer immediately, without screening or investigating the

report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practical by the principal to the Human Rights Officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the Human Rights Officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the Executive Director of Human Resource Services by the reporting party or complainant.

- D. The School Board hereby designates the Executive Director of Human Resource Services as the District Human Rights Officer to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves the Human Rights Officer or if the complainant would be more comfortable, the complaint shall be filed directly with the Superintendent.
- E. The District shall conspicuously post the name of the Human Rights Officer, including mailing address and telephone number.
- F. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the District's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

III. INVESTIGATION

- A. By authority of the District, the Human Rights Officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by District officials or by a third party designated by the District.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the District should consider the surrounding circumstances, the

nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

- D. In addition, the District may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.
- E. The investigation will be completed as soon as practical. The District Human Rights Officer shall make a written report to the Superintendent upon completion of the investigation. If the complaint involves the Superintendent, the report may be filed directly with the School Board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

IV. SCHOOL DISTRICT ACTION

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

V. REPRISAL

The District will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VI. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota

Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

VII. HARASSMENT OR VIOLENCE AS ABUSE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members.
- B. This policy shall be given to each District employee and independent contractor at the time of entering into the person's employment contract.
- C. This policy shall appear in the student handbook.
- D. The District will develop a method of discussing this policy with students and employees.
- E. This policy shall be reviewed at least annually for compliance with state and federal law.

EFFECTIVE: March 10, 1986
MODIFIED: September 16, 1991
MODIFIED: March 13, 1992
MODIFIED: July 22, 1992
MODIFIED: November 23, 1992
MODIFIED: September 13, 1993
MODIFIED: April 30, 2001
MODIFIED: July 12, 2004
REVIEWED: October 10, 2005
MODIFIED: October 9, 2006
MODIFIED: September 10, 2007
REVIEWED: October 13, 2008
REVIEWED: October 12, 2009
REVIEWED: October 11, 2010

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: A. Superintendent

COMMENTS BY: Superintendent Anderson

2. Board Policies and Regulations – Annual Review – No Changes

- b. Board Policy and Regulations 415 and 415-R – “Mandated Reporting of Child Neglect or Physical or Sexual Abuse” – Second Reading and Adoption

RECOMMENDED ACTION: Accept for second reading and adoption the recommendation for no changes to Board Policy and Regulations 415 and 415-R – “Mandated Reporting of Child Neglect or Physical or Sexual Abuse.”

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

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

POLICY: 415

The District will comply with Minnesota Statutes requiring school personnel to report suspected child neglect or physical or sexual abuse.

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

ADOPTED: November 20, 2003
AMENDED: July 12, 2004
REVIEWED: October 10, 2005
AMENDED: November 13, 2006
AMENDED: September 10, 2007
REVIEWED: October 13, 2008
REVIEWED: October 12, 2009
REVIEWED: October 11, 2010

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

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

REGULATIONS: 415-R

These regulations will be adhered to in accordance of Policy #415, Mandated Reporting of Child Neglect or Physical or Sexual Abuse.

I. DEFINITIONS

- A. "Child" means one under age 18.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "Mandated Reporter" means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused.
- D. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:
 - 1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so and including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
 - 2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so;
 - 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
 - 4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
 - 5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, or medical effects or developmental delays during the child's first

- year of life that medically indicate prenatal exposure to a controlled substance;
6. medical neglect as defined by Minn. Stat. § 260C.007, subd. 4, clause (5);
 7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child's basic needs and safety; or
 8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- E. "Physical Abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 121A.67 or § 245.825.

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the

child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- F. "School Personnel" means professional employee or professional's delegate of the District who provides health, educational, social, psychological, law enforcement or child care services.
- G. "Sexual Abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse.
- H. "Mental Injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- I. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- J. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

II. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason

to believe is happening or has happened to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.

- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- D. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- E. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- F. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

III. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child

on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.

- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the District shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the District shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The District shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

IV. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

the agency conducting the investigation or by a court of competent jurisdiction.

V. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VI. DISSEMINATION OF POLICY

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

EFFECTIVE: September 28, 1987
MODIFIED: May 14, 1990
MODIFIED: September 28, 1992
MODIFIED: November 13, 2001
MODIFIED: July 12, 2004
REVIEWED: October 10, 2005
MODIFIED: November 13, 2006
MODIFIED: September 10, 2007
REVIEWED: October 13, 2008
REVIEWED: October 12, 2009
REVIEWED: October 11, 2010
MODIFIED:

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: A. Superintendent

COMMENTS BY: Superintendent Anderson

2. Board Policies and Regulations – Annual Review – No Changes

- c. Board Policy and Regulations 416 and 416-R – “Family and Medical Leave” – First Reading

RECOMMENDED ACTION: Accept for first reading the recommendation for no changes to Board Policy and Regulations 416 and 416-R – “Family and Medical Leave.”

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

FAMILY AND MEDICAL LEAVE

POLICY: 416

The School Board will provide for family and medical leave to School District employees in accordance with the Family and Medical Leave Act of 1993 and consistent with the requirements of the Minnesota Parenting Leave laws.

ADOPTED: July 12, 2004
REVIEWED: October 9, 2006
AMENDED: October 12, 2009
REVIEWED: November 8, 2010

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

FAMILY AND MEDICAL LEAVE

REGULATIONS: 416-R

GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the Family and Medical Leave Act of 1993 (FMLA) and consistent with the requirements of the Minnesota Parenting Leave laws.

I. DEFINITIONS

- A. "Active duty" or "call to active duty" means a federal call to active duty as a member of the reserve components (Army National Guard, Army reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve) or a retired member of the regular Armed Forces or reserve component in support of a contingency operation. ~~For purposes of this policy, active duty or call to active duty status does not include members of the regular Armed Forces.~~
- B. "Contingency operation" means a military operation that is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force or which results in the call or order to, or retention on, active duty of members of the uniformed services under federal law or any other provision of law during a war or during a national emergency declared by the President or Congress.
- C. "Covered military member" means the employee's spouse, son, daughter, or parent on active duty or call to active duty status.
- D. "Covered servicemember" means a current member of the Armed Forces, including a member of the National Guard or Reserves, or a veteran (within five years preceding the date of treatment) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.
- E. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. While the 12 months of employment need not be consecutive, employment periods

prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- F. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to five days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member; and

8. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

II. LEAVE ENTITLEMENT

A. Twelve-week Leave.

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.
5. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care or to care for a parent. This

limitation for spouses employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition because of the employee's own serious health condition.

6. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
7. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
8. If the School District has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the School District's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the School District's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
9. Requests for leave shall be made to the School District. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement. When leave relates to an employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty pursuant to Paragraph II 1.e above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave.

Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the School District, subject to and in coordination with the health care provider.

10. The school district may require that a request for leave under Paragraph II 1.e above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status in support of a contingency operation and the dates of active duty service. In addition, the school district may required the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

11. During the period of a leave permitted under this policy the School District will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage.

An employee who does not return to work after the leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.

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

The School District shall comply with written notice requirements as set forth in federal regulations.

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

B. Six-week Leave.

An employee who does not qualify for parenting leave under Paragraphs II.A.1.a. or II.A.1.b. A above may qualify for a six-week unpaid parenting leave for the birth or adoption of a child. The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one-half full time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

C. Twenty-six week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs II.A. and II.C. above.
3. The 12-month period referred to in this section begins on the first day of eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provision of paragraphs II.A.6.,II.A.9.,II.A.11.,II.A.12. and II.A.13. above shall apply to leave under this section.

III. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than twenty percent of the work days in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five

working days, school district may require the employee to continue taking leave until the end of the semester.

- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the School District's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

IV. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

V. DISSEMINATION OF REGULATION

- A. This regulation shall be conspicuously posted in each school district building in areas accessible to employees.

EFFECTIVE: July 12, 2004
MODIFIED: October 9, 2006
MODIFIED: October 12, 2009
REVIEWED: November 8, 2010

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: B. Teaching and Learning

COMMENTS BY: Dr. Jill Johnson

1. Approval of West Middle School Site Plan

It is a pleasure to have members of West Middle School Site Council with us this evening to present their proposed 2010-2012 site plan. Clark Doten, associate principal, and members of the Site Council attended the October 25 Board Work Session to preview the agreement, answer questions, and accept suggestions.

The proposed plan has been reviewed by the Superintendent, Executive Directors of Teaching and Learning, Finance & Business, Human Resources, and by the Wayzata Education Association leadership to ensure compliance with statutes, contracts, policies, and administrative regulations.

As the plan has been found to be in compliance, it is hereby recommended for School Board approval. We congratulate the West Middle School Site Plan team for their fine work on this collaborative process.

Mr. Doten will introduce members of the team and discuss highpoints of the Site Plan.

RECOMMENDED ACTION: Approve the Site Plan for 2010 – 2012 between West Middle School and the Board of Education as recommended.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

Wayzata West Middle School 2010-2011 School Improvement Plan

November 8, 2010

**A Model of Excellence Among
Learning Communities**

Wayzata Public Schools

The Story

A Model of Excellence Among
Learning Communities

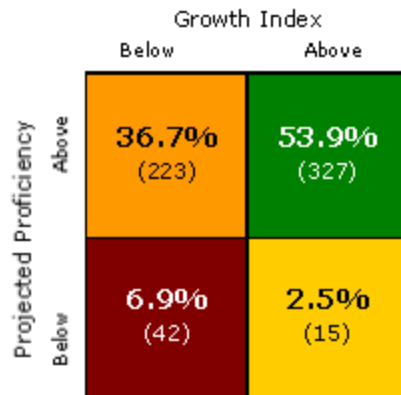
Wayzata Public Schools

Q-Comp Academic Achievement Goal Wayzata West Middle School

★ **53.2% of all students who participate in Spring MAP testing will meet or exceed their individual NWEA Math RIT target growth score.**

Q-Comp Supporting NWEA MAP Data

Mathematics Quadrant



Quadrant Legend:

Below Growth: Student's growth index is less than zero

Above Growth: Student's growth index is greater than or equal to zero

Above Proficiency: Student's performance is projected to be above the state standard

Below Proficiency: Student's performance is projected to be below the state standard

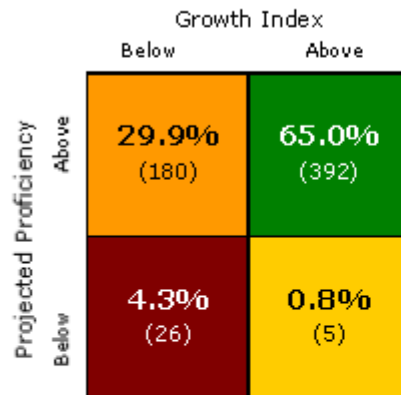
Grade	Student Count for Growth	% Growth	Student Count for Season	% Proficient	% Median
5	204	60.8%	215	89.3%	89.3%
6	197	50.8%	222	90.5%	90.5%
7	206	57.3%	215	91.2%	91.2%

A Model of Excellence Among Learning Communities

Wayzata Public Schools

NWEA MAP Data for Reading

Reading Quadrant



Quadrant Legend:

Below Growth: Student's growth index is less than zero

Above Growth: Student's growth index is greater than or equal to zero

Above Proficiency: Student's performance is projected to be above the state standard

Below Proficiency: Student's performance is projected to be below the state standard

Grade	Student Count		Student Count		
	for Growth	% Growth	for Season	% Proficient	% Median
5	203	59.6%	215	92.1%	83.7%
6	194	68.0%	223	96.9%	92.4%
7	206	69.9%	215	94.4%	91.2%

A Model of Excellence Among Learning Communities

Wayzata Public Schools

Equity Goals

These goals were created based on 2010-2011 student data.

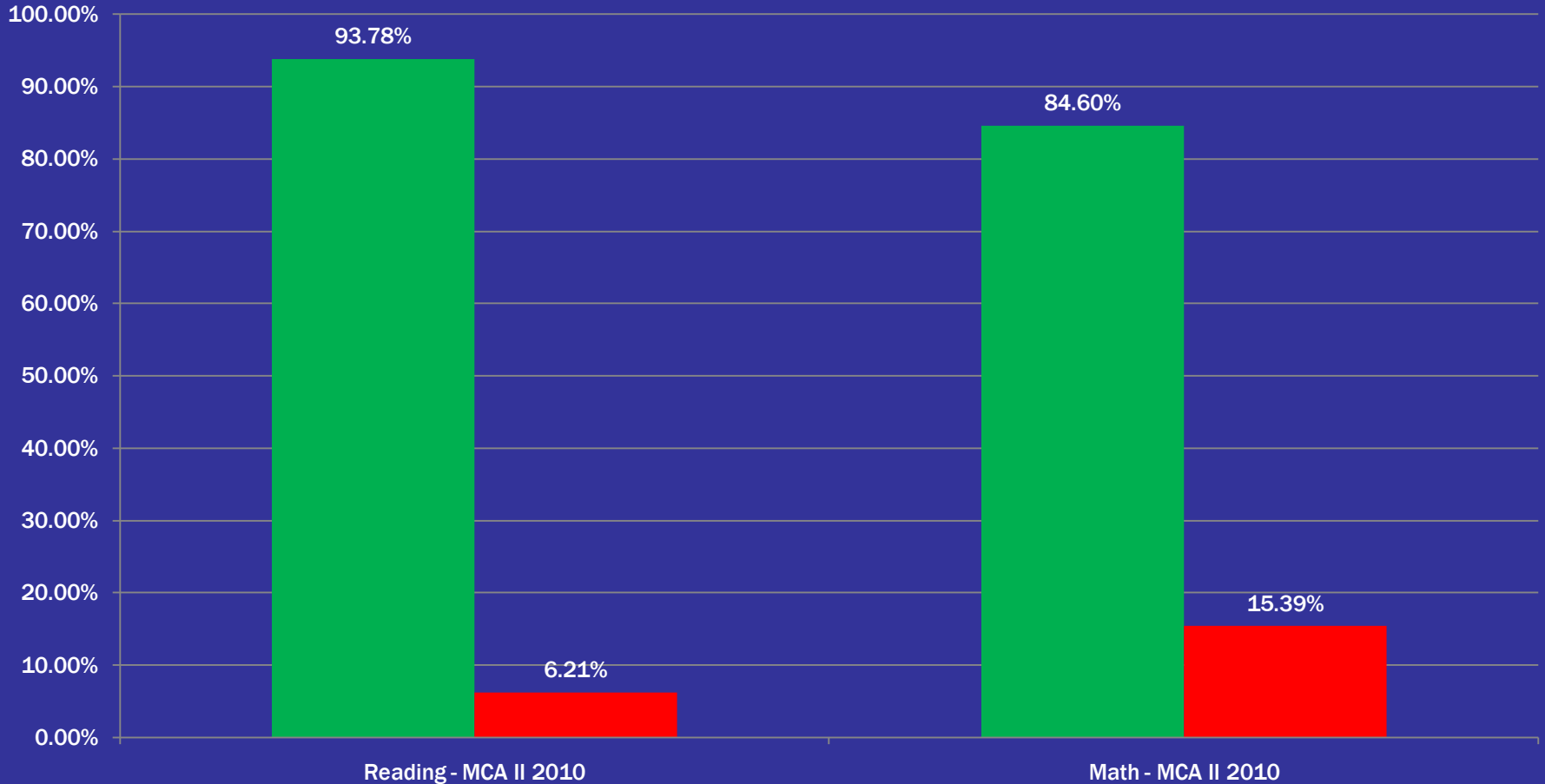
- ★ **Wayzata West Middle School will reduce the percent of students NOT proficient in math from 12.8% to 9.8%.**
- ★ **Wayzata West Middle School will reduce the percent of students NOT proficient in reading from 4.8% to 3.8%.**

A Model of Excellence Among
Learning Communities

Wayzata Public Schools

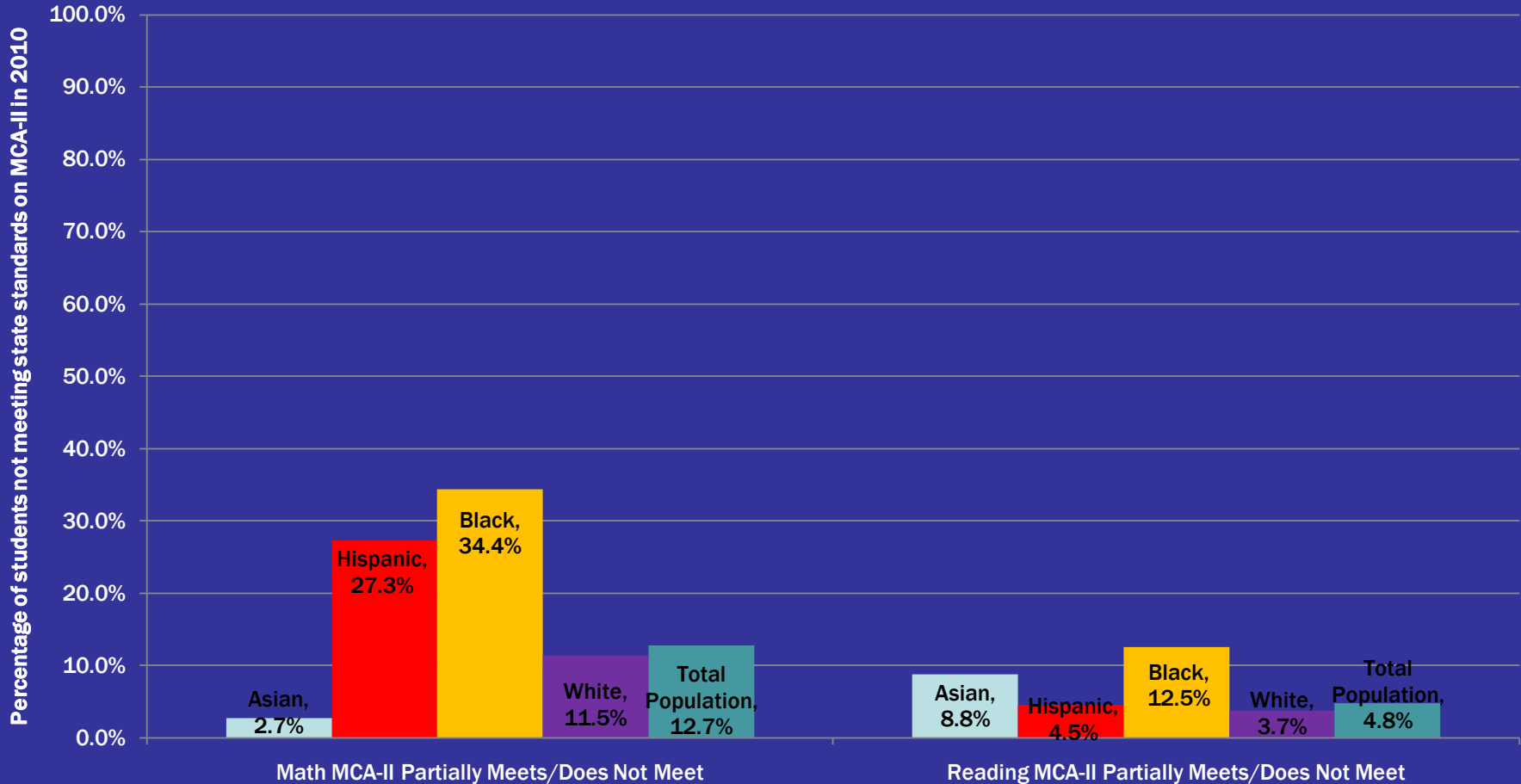
West Middle School 2010 MCA II - Proficiency at a Glance

Proficient Not Proficient



Wayzata Public Schools

West Middle School 2010 MCA II Reading and Math Students Not Proficient by Ethnicity

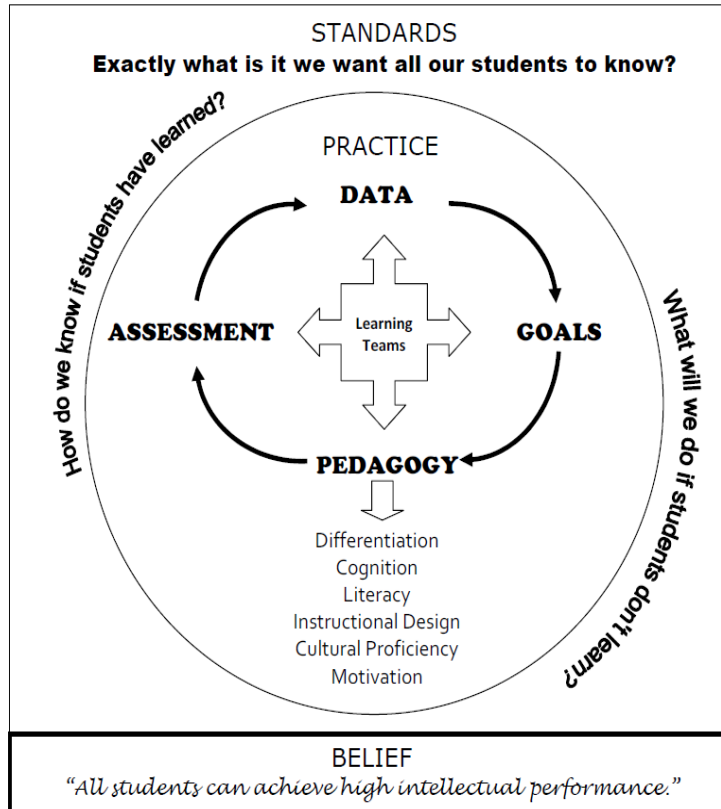


Wayzata Public Schools

PROFESSIONAL DEVELOPMENT GOALS:

- To develop and support professional learning teams committed to improving the learning of all students
- To implement best practices in assessment and analyze data to inform instruction
- To develop differentiation and cultural competency strategies which facilitate equity in achievement for all students

BEST PRACTICES:



Notes:

- Best instructional practice is founded on the belief that all students can succeed, and it is framed by the standards.
- To ensure achievement, learning teams engage in collaborative inquiry to examine data, determine goals for improvement, revise pedagogy, and assess for learning, a process which is cyclical.

The Story

June 2011

A Model of Excellence Among
Learning Communities

Wayzata Public Schools

School Improvement Plan

Wayzata West Middle School

School Improvement Plan Subcommittees

Staff Development/Equity

Kate Brewer
Clark Doten
Beth Dougherty
Danni English
Erik Gulsvig
Randi Michels
Kassidy Rice
Susan Sommerfeld
Megan Speers
Jodi Spohnholtz
Judy St. Cyr

Collaborative Inquiry Data Team

Seth Brown
Clark Doten
Tara Fink
Kassidy Rice
Susan Sommerfeld
Jodi Spohnholtz

Alternative Compensation Goal

Seth Brown
Clark Doten
Ericka Downie
Tara Fink
Bree Jorgenson
Mandy Kraus
Kassidy Rice
Ann Richter
Susan Sommerfeld
Jodi Spohnholtz

“Exactly what is it we want our students to learn? How do we know if they have learned it? What will we do if they don’t learn it?”

The three guiding questions above were posed by Rick Dufour and Robert Eaker to every educator in America. They are questions that get to the very essence of teaching and learning. It is fast becoming the culture at Wayzata West Middle School to ask these questions each day as we make important decisions that impact student learning. These questions relate directly to maintaining fidelity to a high quality curriculum in every classroom; the formal, informal, formative and summative data we collect and analyze; and the acceleration and remediation that occurs after that analysis.

West Middle School is proud to present our school improvement plan for maximizing student achievement. Numerous activities, opportunities, and systems are in place now that will result in improvements in already strong student achievement levels. West’s continuous improvement minded Q-Comp goal is aimed at helping all students meet and exceed their growth targets in math as measured by the NWEA (MAP) test administered in the spring.

Struggling students are the focus of West’s Equity goal in math and reading. Students not proficient in the MCA II math and reading tests will be pushed to improve not only for performance on that test but performance in every classroom. At the root of each of these improvement goal commitments is a comprehensive staff development plan focused on meeting the needs of individual students.

The attached document summarizes the goals and action plans in place for Wayzata West Middle School for the 2010-11 school year. In addition, data related to past performance has been included to provide a reference point that will be used to judge future improvements.

West is excited to move into 2010-11 with three simple questions in mind.

Section 2: Academic School Improvement Initiatives

Focus Area: Q-Comp SIP Goals 2010-2011 Math:

At Wayzata West Middle School, 53.2% of all students participating in spring MAP testing will meet or exceed their individual NWEA Math RIT target score.

Focus Area: Equity SIP Goals 2010-2011- Math and Reading:

Wayzata West Middle School will reduce the percent of students who are not proficient on the MCA II math test from 12.8% to 9.8%.

Wayzata West Middle School will reduce the percent of students who are not proficient on the MCA II reading test from 7.2% to 4.2%.

Section 3: Other School Improvement Initiatives

Focus Area: SIP 2010-2011 Other Area - Special Education:

In 2010-11, Wayzata West Middle School will make adequate yearly progress (AYP) in the area of math as measured by the MCA II math test.

Highlights of action plan for Other Area:

In addition to the measures in place to improve achievement for all students, some adjustments have been made to the way Special Education services are delivered. It is our belief that the following changes, in place now, will result in improvement:

-Some students will have the opportunity to work with the same IEP case manager over the course of their three years at West. This is currently happening on a limited trial basis. Matching student needs and strengths with teacher expertise will allow for a more tailored approach to service delivery.

-Paraprofessional support will be provided to students based on needs not on grade level or specialty. This is a more responsive model for providing support when and where it is needed.

About the AYP Appeal Process:

(West did not make AYP in special education math. The following appeal was denied but serves to illustrate a unique aspect of the testing results at West.)

In May of 2010, the Wayzata School District was approved for a waiver to exceed the 1% cap for students allowed to take the MTAS for purposes of AYP. We were approved to allow 1.5% of our population to participate in the MTAS. Our district actually had 2.5% of our tested population participate in the MTAS for the 2009-10 school year. District philosophy and the federal requirements of the American with Disabilities Act (ADA) of 1990 are that we make these types of decisions based on the individual needs of the students, rather than whether or not we can stay within a mandated quota.

Wayzata West Middle School houses the Setting 3 Developmental and Cognitively Delayed Program for our entire district, regardless of residency. As a result, there is a high concentration of students at that facility. Of the 40 special education students whose scores were not counted toward AYP in math for the 2009-10 school year, 22.5% of those students attended Wayzata West Middle School. If the 9 students' proficiency points that were not counted towards AYP for 2010 had been allowed, West Middle School's special education subgroups would have earned 66.5 index points instead of only 60 proficiency points. These additional 6.5 proficiency points would have given West Middle School a 2010 Proficiency Index Rate of 70.74, instead of 63.83, which would have clearly exceeded the 2010 Safe Harbor Target of 64.26 and the Blended Index Target of 68.82. As a result, we are appealing the AYP status of Wayzata West Middle School for the 2009-10 school year and ask that we be allowed to count the 9 students from Wayzata West Middle School whose index points were disallowed. (Dr. Brenda Arrington)

Section 4: Professional Development Initiatives

Highlights of action plan for Professional Development:

PROFESSIONAL DEVELOPMENT GOALS:

- To develop and support professional learning teams committed to improving the learning of all students
- To implement best practices in assessment and analyze data to inform instruction
- To develop differentiation and cultural competency strategies which facilitate equity in achievement for all students

PART I: "Cohorts"

1. The West teaching staff has been divided into five cohorts based on learning teams.
2. Seth, Bree, and Kassidy coordinate two cohorts each with Jodi, Ann, and Mandy assisting with one of the cohorts

Cohort	Facilitator(s)
1. Math	Seth & Bree
2. Language Arts/Social Studies	Kassidy & Ann
3. Science, Health	Kassidy & Seth
4. Social Studies/Language Arts	Bree & Mandy
5. Encore (Music, Art, ETD, PE, FCS)	Seth & Jodi

3. Cohorts meet once a quarter. Two times will be full days and two will be half day = about 28 hours total. Two cohorts would meet each of the ½ days to facilitate sharing of subs. The dates for the trainings are:

Full day Quarter 1 = Cohort 1- Oct. 11, Cohort 2- Oct. 12, Cohort 3- Oct. 13, Cohort 4- Oct. 14, Cohort 5 - Oct. 15.

Half Day Quarter 2 = Dec.14, Dec.15, Dec.16.

Full day Quarter 3 = Cohort 1-Feb. 14, Cohort 2- Feb. 15, Cohort 3- Feb.16, Cohort 4-Feb. 17, Cohort 5- Feb. 18.

Half day Quarter 4 = April 19, April 20, April 21

4. Professional development will be provided in the context of the learning teams model and include activities aimed at the following components:
 - Use of data to inform instruction
 - Development and implementation of cultural competency
 - Effective use of assessment and backwards design (i.e. pedagogical flow map: priming, processing, and retaining for mastery)
 - Literacy & cognition strategies (i.e. NUA strategies)

Part II: Learning Teams

Collaborative learning teams are composed of members who work interdependently to achieve common goals – goals linked to the purpose of learning.

Purpose of Learning Team Meetings:

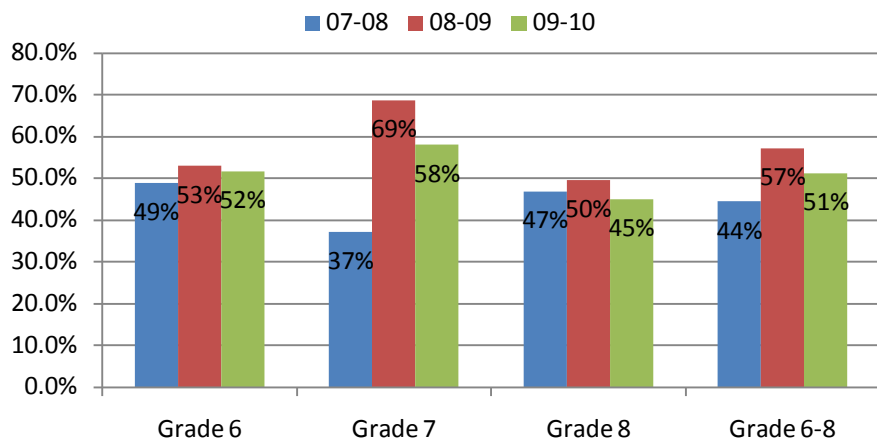
- Examine student data in order to make sense of it.
- Use that data to make adjustments in instruction.

It will be the charge of the Data Integration Specialist (Ericka Downie) and the building level Data Learning Team (Tara Fink, Jodi Spohnholtz, Seth Brown, Kassidy Rice, Susan and Clark) to assist middle level learning teams in viewing and working with relevant data (information) regarding the achievement of students.

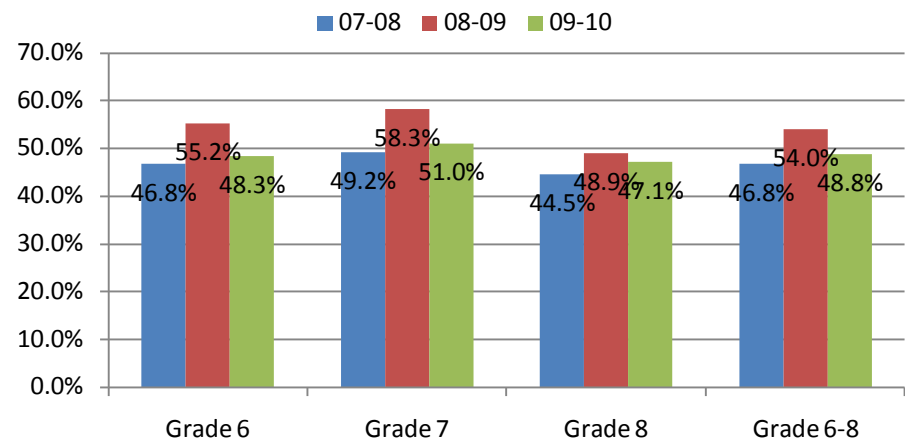
Encore teachers, including health and communications, will meet across the district monthly. Teachers in the building should pick one of the courses they teach to meet with their like content grade level peer(s) a minimum of once weekly for Collaborative Inquiry/ Professional Learning Team work. Like content grade level peers are expected to meet at least twice per week, core teams once per week, and whole grade levels on an as-needed basis. Susan and Clark will attend the like content learning team meetings on a regular and rotational basis. This will replace the administrator weekly attendance at grade level meetings and will coincide with our “rounds and walk-through” work.

Section 5: Q-Comp Action Plan Data

Wayzata West Middle School Trend Data for:
Percent of students meeting growth target: NWEA MAP Math Test
Spring to Spring Growth Norms



Wayzata School District Trend Data for:
Percent of students meeting growth target: NWEA MAP Math Test
Spring to Spring Growth Norms



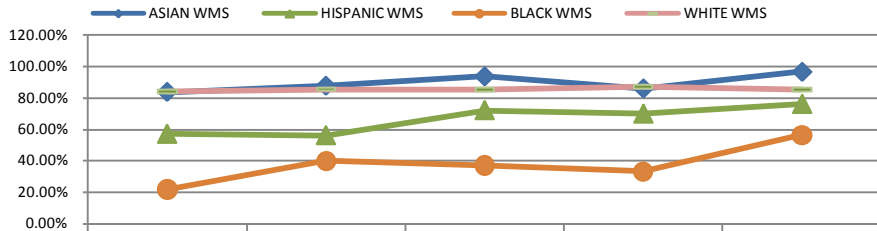
Wayzata West Middle School’s Q-Comp goal focus for 2010-11 is NWEA (MAP) math. Mathematics was chosen as the focus based on trend data that was examined during the summer of 2010. The 2 percent increase named in the goal is the historic state approved increase for Q-Comp school wide goals. In addition, we feel this is an achievable goal for West, as we met a similar goal two years ago. NWEA (MAP) was selected because it measures student growth and allows West to target students for growth who are already proficient or exceeding targets. West Middle School data from the last three years shows some positive trends in MAP math. From 2008 to 2010, 6th grade went from 49% to 52% meeting their expected target. 7th grade went from 37% to 58%. 8th grade went from 47% to 45%. Overall, students tested went from 44% to 51%.

You will notice an increase in 2009 then a drop in 2010 in the percent of students meeting their growth target in math. This variation in growth could be attributed to a combination of numerous factors such as:

1. Curriculum shifts that happened in the 08-09 and 09-10 school year.
2. Intentional focus on mathematics instruction and professional development which resulted from reviewing the data from the 07-08 school year.
3. Students can show growth on the MAP assessment, without achieving their growth target.
4. It is statistically more challenging for high-performing students to meet their growth target than it is for other students to meet their growth target.
5. Students do not grow at a constant rate in reading or mathematics but may experience growth spurts. (Compare this to monitoring a child's height changing over a period of several years.)

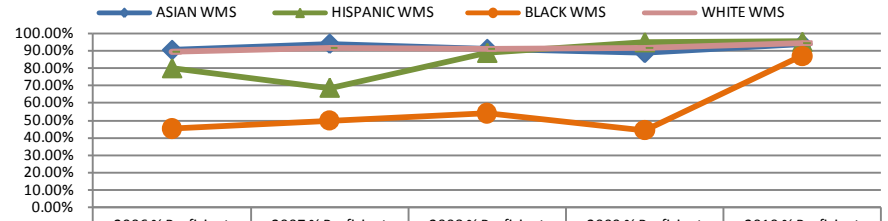
Section 6: Equity Action Plan Data

Wayzata West Middle School
MCA II Math Trenda Data by Ethnicity



	2006 % Proficient	2007 % Proficient	2008 % Proficient	2009 % Proficient	2010 % Proficient
ASIAN WMS	83.87%	87.87%	93.93%	86.11%	96.87%
HISPANIC WMS	57.14%	56.25%	72.22%	70.00%	76.19%
BLACK WMS	21.73%	40.00%	37.14%	33.33%	56.52%
WHITE WMS	84.03%	85.73%	85.24%	87.40%	85.35%

Wayzata West Middle School
MCA II Reading Trenda Data by Ethnicity



	2006 % Proficient	2007 % Proficient	2008 % Proficient	2009 % Proficient	2010 % Proficient
ASIAN WMS	90.32%	93.93%	90.90%	88.57%	93.75%
HISPANIC WMS	80.00%	68.75%	88.88%	95.00%	95.23%
BLACK WMS	45.45%	50.00%	54.28%	44.44%	86.95%
WHITE WMS	89.24%	91.57%	91.23%	91.38%	94.26%

Wayzata West has selected the areas of math and reading for its 2010-11 equity goal. The test data comes from the MCA II administered in the spring of each year (2006-2010). MCA II data has been selected for this goal because it correlates to our District Equity Goal #1.

Math: Trend data for math indicates that from 2006 to 2010 our Asian students increased their rate of proficiency from 83.87% to 96.87%. Hispanic students increased in proficiency from 57.14% to 76.19% and exhibited a consistent upward trend. Our Black students increased in proficiency from 21.73% to 56.52%. Our White students increased from 84.03% to 85.35% proficiency.

Reading: The Wayzata West Middle School trend data for the reading MCA II test indicates that from 2006 to 2010 our Asian students increased in proficiency from 90.32% to 93.75%. Hispanic students increased in proficiency from 80% to 95.23% and were on a consistent upward trend. Our Black students increased from 45.45% to 86.95%. White students increased from 89.24% proficiency to 94.26%.

Section 7: Basic Demographic Information	School Year 2004-2005	School Year 2005-2006	School Year 2006-2007	School Year 2007-2008	School Year 2008-2009	School Year 2009-2010	School Year 2010-2011
Attendance rate (%)	96.7%	96.28%	96.24%	96.58%	96.06%	96%	
Truancy rate (%)							
Mobility rate : (%)							
School-wide Population (#)	728	730	741	745	736	730	
Free and Reduced Lunch (%)	9%	9%	7%	9%	10%	9%	
English Language Learners (%)	0%	0%	0%	1%	0%	0%	
Special Education (%)	9%	10%	10%	9%	10%	8%	
White, Non-Hispanic (%)	91.1%	89.7%	88.3%	87.5%	87.8%	88%	
Black Non-Hispanic (%)	3.2%	3.4%	5%	4.8%	4.1%	3%	
Hispanic (%)	1.4%	2.2%	2.4%	2.7%	2.9%	3%	
Native American or Alaskan Native (%)	0.3%	0.1%	0.1%	0.3%	0.1%	1%	
Asian/Pacific Islander (%)	4.1%	4.5%	4.2%	4.7%	5.2%	5%	

West Middle School has a total student population of 738 and its learners benefit from a very high rate of daily attendance (96%). Demographic shifts are evident but not major. The chart above shows West's White population is gradually decreasing with a very small increase in 2009-10. The Hispanic population is increasing very slowly. West's Asian student population is also increasing slowly. The population of Black students at West has changed only slightly over the years ranging from a low of 3% in 2009-10 to a high of 5% in 2006-2007. The number of students with IEP's has fluctuated slightly over the years to a current level of 8%. Numbers of economically disadvantaged students at West have maintained with some slight fluctuations in 2007 and 2009.

Section 8: Glossary of Terms

NWEA (MAP): Northwest Evaluation Association – Measures of Academic Progress

RIT score: The student’s overall scale score on the NWEA MAP assessment. **Rasch Unit**, honoring George Rasch, the Danish mathematician who developed the underlying theory for this type of measurement. The RIT Scale is a curriculum scale developed by NWEA that uses the individual item difficulty values to estimate student achievement. Advantages to the RIT Scale are that it can relate the numbers on the scale directly to the difficulty of items on the tests and it is equal interval. Equal interval means that the difference between scores is the same regardless of whether a student is at the top, bottom or middle of the RIT Scale, and it has the same meaning regardless of grade level.

Targeted Growth: The individual growth targets are defined as the average amount of RIT growth observed for students in the latest NWEA norming study who started the year with the same RIT score as the individual student. The NWEA last normed their data in 2008.

MCA II: The Minnesota Comprehensive Assessments (MCAs) are the state tests that help districts measure student progress toward Minnesota's academic standards and meet the requirements of No Child Left Behind. The reading and mathematics tests are used to determine whether schools and districts have made adequate yearly progress (AYP) toward all students being proficient in 2014. Reading and mathematics tests are given in grades 3-8, 10 and 11. Science tests are given in grades 5 and 8 and once in high school, depending on when students complete their life sciences curriculum.

AYP: Annual Yearly Progress

IEP: Individual Education Plan- An IEP is developed to meet the needs of our special education students.

MTAS: The Minnesota Test of Academic Skills (MTAS), an alternate assessment based on alternate achievement standards, is for students with the most significant cognitive disabilities. The MCA-Modified, an alternate assessment, based on modified achievement standards, is for a small group of students whose disability precludes them from achieving grade-level proficiency. The first operational administration of the MCA-Modified is spring 2011.

NUA: National Urban Alliance

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

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 is the following financial report:

- Student Activity Fund Report of September 30, 2010.

The Monthly Financial Report details fund and budget status data as of June 30, 2010 will be reported once the June 30, 2010 audit is complete.

No School Board action is required.

Wayzata Public Schools											
Student Activity Fund Summary											
September 2010											
PROGRAM/LOCATION : MISCELLANEOUS											
Fund	Type	Org	Prg	Crse	Fin	Obj/Src	Account Name	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	018	000	000	000	899/099	AD BUILDING	1,580.00	322.73	241.77	1,660.96
21	R	018	000	000	000	092	INTEREST/BANK CHARGES	-	797.93	0.00	797.93
TOTAL MISCELLANEOUS								1,580.00	1,120.66	241.77	2,458.89
PROGRAM/LOCATION : WAZATA HIGH SCHOOL											
Fund	Type	Org	Prg	Crse	Fin	Obj/Src	Account Name	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	251	280	001	000	899/099	DRAMA/WAYZATA PLAYERS	(6,217.16)	4,577.95	7,664.12	(9,303.33)
21	E/R	251	280	003	000	899/099	WAYAKO	67,976.10	70,351.00	76,299.67	62,027.43
21	E/R	251	280	005	000	899/099	CERAMICS	393.92	120.00	0.00	513.92
21	E/R	251	280	007	000	899/099	CHEERLEADERS	2,952.60	1,542.45	1,511.48	2,983.57
21	E/R	251	280	008	000	899/099	CHOIR	22,063.13	25,019.30	38,068.12	9,014.31
21	E/R	251	280	009	000	899/099	DANCELINE	17,755.32	1,198.56	8,685.28	10,268.60
21	E/R	251	280	012	000	899/099	HS-CLASS OF 2010	-	0.00	0.00	-
21	E/R	251	280	015	000	899/099	CLASS OF 2011	-	0.00	0.00	-
21	E/R	251	280	016	000	899/099	ACTIVITY SUPPORT	57,100.17	20,483.28	1,857.20	75,726.25
21	E/R	251	280	017	000	899/099	DECA	19,925.18	0.00	0.00	19,925.18
21	E/R	251	280	018	000	899/099	HS-FENCING		0.00	0.00	-
21	E/R	251	280	019	000	899/099	FRENCH	(208.44)	(3.00)	0.00	(211.44)
21	E/R	251	280	020	000	899/099	GERMAN	(769.76)	0.00	(1,247.00)	477.24
21	E/R	251	280	021	000	899/099	LETTERMAN	40,549.13	13,872.10	4,300.57	50,120.66
21	E/R	251	280	022	000	899/099	FINE ARTS	(5,046.88)	0.00	0.00	(5,046.88)
21	E/R	251	280	023	000	899/099	LOCK DEPOSIT	17,371.60	0.00	0.00	17,371.60
21	E/R	251	280	024	000	899/099	BAND	23,286.07	5,736.00	22,994.18	6,027.89
21	E/R	251	280	025	000	899/099	SMOKING FINES	568.07	42.00	0.00	610.07
21	E/R	251	280	026	000	899/099	NATIONAL HONOR	10,285.91	0.00	612.96	9,672.95
21	E/R	251	280	027	000	899/099	STUDENT SERVICES	6,523.75	0.00	232.00	6,291.75
21	E/R	251	280	028	000	899/099	ORCHESTRA	9,454.63	80.00	456.45	9,078.18
21	E/R	251	280	030	000	899/099	STUDENT COUNCIL	5,090.82	2,344.46	7,697.16	(261.88)
21	E/R	251	280	031	000	899/099	SPANISH	2,168.72	0.00	800.30	1,368.42
21	E/R	251	280	035	000	899/099	MUSICAL-BAL OF 4269.75 ROLLED INTO 001 WAYZA		0.00	0.00	-
21	E/R	251	280	037	000	899/099	RARE	1,019.26	0.00	0.00	1,019.26
21	E/R	251	280	038	000	899/099	SCHOLARSHIPS	367.60	93.88	755.29	(293.81)
21	E/R	251	280	039	000	899/099	THEATRE ARTS	5,274.77	28.00	530.85	4,771.92
21	E/R	251	280	040	000	899/099	BUSINESS PROFESS(BPA)	4,528.92	1,991.00	3,759.68	2,760.24
21	E/R	251	280	042	000	899/099	SKILLS USA	800.60	0.00	130.26	670.34
21	E/R	251	280	043	000	899/099	ART CLUB	271.14	353.00	0.00	624.14
21	E/R	251	280	044	000	899/099	LINK 4	14,991.67	50.00	2,077.33	12,964.34
21	E/R	251	280	045	000	899/099	BPA/DECA		0.00	0.00	-
21	E/R	251	280	047	000	899/099	HIGH MILEAGE TEAM	847.23	0.00	0.00	847.23
21	E/R	251	280	048	000	899/099	Y.E.S.	412.98	0.00	0.00	412.98
21	E/R	251	280	049	000	899/099	CREATIVE WRITING	(1,123.54)	476.00	0.00	(647.54)
21	E/R	251	280	050	000	899/099	DECA - SPIRITWARE	24,277.51	6,001.18	4,223.02	26,055.67
21	E/R	251	280	051	000	899/099	V21 - ACTIVITY SUPPORT	7,571.70	0.00	0.00	7,571.70
21	E/R	251	280	052	000	899/099	ROBOTICS TEAM	4,363.94	265.00	432.99	4,195.95
21	E/R	251	280	053	000	899/099	SHOW STOPPERS	1,600.61	7,906.19	3,823.37	5,683.43
21	E/R	251	280	054	000	899/099	FASHION CLUB		0.00	0.00	-
21	E/R	251	280	055	000	899/099	CHINESE CLUB	528.60	0.00	0.00	528.60
21	E/R	251	280	056	000	899/099	LAKER'S BKST NOOK	754.31	81.00	200.00	635.31
21	E/R	251	280	057	000	899/099	FESTIVAL OF NATIONS	1,965.99	50.00	0.00	2,015.99
21	E/R	251	280	058	000	899/099	FRESHMAN RETREAT(NEW)	56.66	5,968.00	3,037.46	2,987.20
21	E/R	251	280	248	000	899/099	DCD SERVICE LEARNING	447.70	0.00	0.00	447.70
TOTAL WAZATA HIGH SCHOOL								360,180.53	168,627.35	188,902.74	339,905.14

Wayzata Public Schools											
Student Activity Fund Summary											
September 2010											
PROGRAM/LOCATION : WAZATA HIGH SCHOOL ATHLETICS											
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	251	280	070	000	899/099	BASEBALL	(2,198.58)	6,942.00	2,717.90	2,025.52
21	E/R	251	280	071	000	899/099	BASKETBALL - BOYS	4,183.20	4,166.00	3,014.00	5,335.20
21	E/R	251	280	072	000	899/099	BASKETBALL - GIRLS	3,509.25	4,155.00	3,230.00	4,434.25
21	E/R	251	280	073	000	899/099	CROSS COUNTRY - BOYS	5,522.82	1,035.00	5,010.14	1,547.68
21	E/R	251	280	074	000	899/099	CROSS COUNTRY - GIRLS	6,643.95	753.00	2,367.03	5,029.92
21	E/R	251	280	075	000	899/099	FOOTBALL	43,413.40	5,921.00	12,133.49	37,200.91
21	E/R	251	280	076	000	899/099	GYMNASTICS	2,125.01	528.00	0.00	2,653.01
21	E/R	251	280	077	000	899/099	GOLF - BOYS	1,995.66	1,077.00	2,115.26	957.40
21	E/R	251	280	078	000	899/099	GOLF - GIRLS	1,609.93	2,825.00	1,522.15	2,912.78
21	E/R	251	280	079	000	899/099	HOCKEY - BOYS	6,352.30	5,686.00	3,230.00	8,808.30
21	E/R	251	280	080	000	899/099	HOCKEY - GIRLS	8,340.24	3,638.00	3,974.00	8,004.24
21	E/R	251	280	081	000	899/099	SKIING - ALPINE	5,487.93	330.00	0.00	5,817.93
21	E/R	251	280	082	000	899/099	SKIING - NORDIC	10,191.72	2,272.00	5,517.92	6,945.80
21	E/R	251	280	083	000	899/099	SOFTBALL	1,852.28	5,438.00	3,640.64	3,649.64
21	E/R	251	280	084	000	899/099	SWIMMING/DIVING - BOYS	5,135.16	1,396.00	562.50	5,968.66
21	E/R	251	280	085	000	899/099	SWIMMING/DIVING - GIRLS	11,736.48	3,500.00	4,652.01	10,584.47
21	E/R	251	280	086	000	899/099	SOCCER - BOYS	6,057.70	6,951.00	4,539.06	8,469.64
21	E/R	251	280	087	000	899/099	SOCCER - GIRLS	4,204.24	596.00	352.00	4,448.24
21	E/R	251	280	088	000	899/099	SYNCHRONIZED SWIMMING	4,924.11	909.00	1,511.50	4,321.61
21	E/R	251	280	089	000	899/099	TENNIS - BOYS	4,256.94	2,323.00	3,606.00	2,973.94
21	E/R	251	280	090	000	899/099	TENNIS - GIRLS	2,668.56	7,090.50	8,838.00	921.06
21	E/R	251	280	091	000	899/099	TRACK/FIELD - BOYS	5,133.00	954.00	2,518.66	3,568.34
21	E/R	251	280	092	000	899/099	TRACK/FIELD - GIRLS	1,380.50	1,201.00	1,965.53	615.97
21	E/R	251	280	093	000	899/099	VOLLEYBALL	3,025.65	2,060.00	1,987.00	3,098.65
21	E/R	251	280	094	000	899/099	WRESTLING	2,551.70	919.00	0.00	3,470.70
21	E/R	251	280	095	000	899/099	ADAPTIVE ATHLETICS	2,136.21	436.00	0.00	2,572.21
21	E/R	251	280	096	000	899/099	BOYS LACROSSE	5,484.16	10,149.00	9,316.54	6,316.62
21	E/R	251	280	097	000	899/099	GIRLS LACROSSE	4,553.05	2,509.00	3,768.00	3,294.05
TOTAL HIGH SCHOOL ATHLETICS								162,276.57	85,759.50	92,089.33	155,946.74
PROGRAM/LOCATION : CENTRAL MIDDLE SCHOOL											
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	253	280	152	000	899/099	MUSICAL	18,455.20	0.00	11,893.23	6,561.97
21	E/R	253	280	155	000	899/099	VALLEYFAIR	3,122.99	244.00	3,230.00	136.99
21	E/R	253	280	156	000	899/099	STUDENT COUNCIL	2,049.29	0.00	0.00	2,049.29
21	E/R	253	280	157	000	899/099	BAND	134.92	0.00	0.00	134.92
21	E/R	253	280	158	000	899/099	CHOIR		0.00	0.00	-
21	E/R	253	280	161	000	899/099	YEARBOOKS	6,347.43	0.00	0.00	6,347.43
21	E/R	253	280	165	000	899/099	STUDENT SERVICES	19,505.73	2,240.00	9,262.30	12,483.43
21	E/R	253	280	167	000	899/099	MINI COURSES(ROLLED INTO S	-	0.00	0.00	-
TOTAL CENTRAL MIDDLE SCHOOL								49,615.56	2,484.00	24,385.53	27,714.03

Wayzata Public Schools											
Student Activity Fund Summary											
September 2010											
PROGRAM/LOCATION : WEST MIDDLE SCHOOL											
Fund	Type	Org	Prg	Crse	Fin	Obj/Src	Account Name	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	351	280	201	000	899/099	BAND	249.71	0.00	0.00	249.71
21	E/R	351	280	202	000	899/099	CHOIR	240.41	15.00	0.00	255.41
21	E/R	351	280	203	000	899/099	STUDENT SERVICES	5,026.25	0.00	1,812.66	3,213.59
21	E/R	351	280	209	000	899/099	STUDENT COUNCIL	(381.47)	717.00	0.00	335.53
21	E/R	351	280	212	000	899/099	YEARBOOK	(3,646.20)	2,670.00	(976.20)	-
21	E/R	351	280	213	000	899/099	THEATER	24,752.13	0.00	1,093.82	23,658.31
21	E/R	351	280	214	000	899/099	BOYS NIGHT OUT	649.32	0.00	0.00	649.32
21	E/R	351	280	215	000	899/099	DAY ONE	546.25	0.00	0.00	546.25
21	E/R	351	280	216	000	899/099	WEST WING		0.00	0.00	-
TOTAL WEST MIDDLE SCHOOL								27,436.40	3,402.00	1,930.28	28,908.12
PROGRAM/LOCATION : EAST MIDDLE SCHOOL											
Fund	Type	Org	Prg	Crse	Fin	Obj/Src	Account Name	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	352	280	100	000	899/099	STUDENT SERVICES	13,541.10	4,465.00	2,445.55	15,560.55
21	E/R	352	280	102	000	899/099	LOCKERS	-	0.00	0.00	-
21	E/R	352	280	104	000	899/099	BAND	1,188.24	0.00	0.00	1,188.24
21	E/R	352	280	105	000	899/099	STUDENT COUNCIL	1,622.80	0.00	600.00	1,022.80
21	E/R	352	280	107	000	899/099	VARIETY FUND	5,360.27	0.00	303.50	5,056.77
TOTAL EAST MIDDLE SCHOOL								21,712.41	4,465.00	3,349.05	22,828.36

Wayzata Public Schools											
Student Activity Fund Summary											
September 2010											
PROGRAM/LOCATION : BIRCHVIEW											
Fund	Type	Org	Prg	Cr	Fin	Obj/Src	Account Name	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	404	280	251	000	899/099	STUDENT SERV - K	674.13	0.00	0.00	674.13
21	E/R	404	280	253	000	899/099	STUDENT SERV - GR 1	149.05	83.00	424.32	(192.27)
21	E/R	404	280	254	000	899/099	STUDENT SERV - GR 2	219.31	26.00	363.00	(117.69)
21	E/R	404	280	255	000	899/099	STUDENT SERV - GR 3	(20.61)	224.00	456.67	(253.28)
21	E/R	404	280	256	000	899/099	STUDENT SERV - GR 4	72.01	240.00	630.42	(318.41)
21	E/R	404	280	257	000	899/099	STUDENT SERV - GR 5	1,038.02	0.00	599.79	438.23
21	E/R	404	280	259	000	899/099	STUDENT COUNCIL	1,387.39	0.00	0.00	1,387.39
21	E/R	404	280	260	000	899/099	STUDENT SERV - GENERAL	703.47	0.00	0.00	703.47
21	E/R	404	280	261	000	899/099	MEDIA	1,030.41	0.00	0.00	1,030.41
TOTAL BIRCHVIEW								5,253.18	573.00	2,474.20	3,351.98
PROGRAM/LOCATION : GREENWOOD											
Fund	Type	Org	Prg	Cr	Fin	Obj/Src	Account Name	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	406	280	307	000	899/099	KINDERGARTEN	733.42	0.00	205.80	527.62
21	E/R	406	280	311	000	899/099	MEDIA	653.79	0.00	258.21	395.58
21	E/R	406	280	312	000	899/099	STUDENT SERVICES	4,144.47	208.80	57.32	4,295.95
TOTAL GREENWOOD								5,531.68	208.80	521.33	5,219.15

Wayzata Public Schools											
Student Activity Fund Summary											
September 2010											
PROGRAM/LOCATION : OAKWOOD											
<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	407	280	469	000	899/099	STUDENT COUNCIL	1,145.38	0.00	59.34	1,086.04
21	E/R	407	280	474	000	899/099	STUDENT SERV - GENERAL	7,654.61	0.00	0.00	7,654.61
21	E/R	407	280	476	000	899/099	CHESS CLUB	792.27	0.00	0.00	792.27
Total Oakwood Elementary								9,592.26	-	59.34	9,532.92
PROGRAM/LOCATION : SUNSET HILL											
<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	408	280	572	000	899/099	STUDENT SERVICES	4,112.82	0.00	5,670.70	(1,557.88)
21	E/R	408	280	573	000	899/099	STUDENT COUNCIL		0.00	0.00	-
21	E/R	408	280	574	000	899/099	PENCIL MACHINE/STORE	1,480.40	0.00	303.90	1,176.50
TOTAL SUNSET HILL								5,593.22	-	5,974.60	(381.38)
PROGRAM/LOCATION : PLYMOUTH CREEK											
<i>Fund</i>	<i>Type</i>	<i>Org</i>	<i>Prg</i>	<i>Crs</i>	<i>Fin</i>	<i>Obj/Src</i>	<i>Account Name</i>	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	410	280	533	000	899/099	STUDENT SERVICES	22,702.38	5,233.38	1,341.70	26,594.06
TOTAL PLYMOUTH CREEK								22,702.38	5,233.38	1,341.70	26,594.06

Wayzata Public Schools											
Student Activity Fund Summary											
September 2010											
PROGRAM/LOCATION : GLEASON LAKE											
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	411	280	352	000	899/099	STUDENT SERVICES	4,492.21	0.00	511.73	3,980.48
21	E/R	411	280	354	000	899/099	STUDENT COUNCIL	879.58	0.00	0.00	879.58
21	E/R	411	280	358	000	899/099	MEDIA			0.00	-
TOTAL GLEASON LAKE								5,371.79	-	511.73	4,860.06
PROGRAM/LOCATION : KIMBERLY LANE											
Fund	Type	Org	Prg	Crs	Fin	Obj/Src	Account Name	Balance as Of 06/30/10	FY'2010/11 Revenue	FY'2010/11 Expend	Balance as Of 09/30/10
21	E/R	412	280	401	000	899/099	STUDENT COUNCIL	2,065.24	0.00	0.00	2,065.24
21	E/R	412	280	403	000	899/099	GJESTVANG	299.35	0.00	0.00	299.35
21	E/R	412	280	404	000	899/099	CARLSON	505.60	0.00	0.00	505.60
21	E/R	412	280	405	000	899/099	SPRAQUE	447.24	0.00	0.00	447.24
21	E/R	412	280	410	000	899/099	STUDENT SERV - GR 1		0.00	0.00	-
21	E/R	412	280	414	000	899/099	STUDENT SERV - GR 2		0.00	0.00	-
21	E/R	412	280	417	000	899/099	MARVIN/FRICKE	485.95	0.00	0.00	485.95
21	E/R	412	280	419	000	899/099	STUDENT SERV - GR 4		0.00	0.00	-
21	E/R	412	280	424	000	899/099	STUDENT SERV - GR 5	400.87	0.00	0.00	400.87
21	E/R	412	280	430	000	899/099	MEDIA	633.21	0.00	0.00	633.21
21	E/R	412	280	431	000	899/099	STUDENT SERVICES	10,728.34	7,120.89	0.00	17,849.23
TOTAL KIMBERLY LANE								15,565.80	7,120.89	-	22,686.69
GRAND TOTAL								692,411.78	278,994.58	321,781.60	649,624.76

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: C. Superintendent

COMMENTS BY: James Westrum

2. Elementary (Greenwood and Kimberly Lane) Attendance Boundary Adjustment

Resident student enrollment at Kimberly Lane Elementary continues to exceed the projections used by the School Boundary Task Force in making their boundary adjustment recommendations in 2006. Current and projected resident enrollment at Kimberly Lane creates the need to make an administrative elementary boundary adjustment for the current and future years, effective November 8, 2010. Although resident enrollment growth within the current Kimberly Lane attendance area has been higher than projected, total enrollment within Greenwood’s attendance area has been slightly lower than projected. This shift should help to stabilize enrollments at both Kimberly Lane and at Greenwood Elementary.

The administration, in conjunction with our demographer, Hazel Reinhardt, and with the support of a GIS mapping system from NCompass Technologies, has reviewed current and projected enrollment data from our three northern elementary schools. We have also reviewed projected housing development information from the cities of Plymouth and Maple Grove, along with information from the developers. This process has resulted in this recommendation to reassign three census areas from Kimberly Lane Elementary to Greenwood Elementary to prevent potential overcrowding and to stabilize enrollment at both Kimberly Lane and Greenwood Elementary schools. Plymouth Creek’s enrollment is projected to remain stable.

The first census area proposed for this administrative attendance boundary adjustment includes current and future residences in the City of Plymouth, north of the current Plymouth Creek Elementary attendance area, extending north to the City of Maple Grove. Greenwood's existing eastern boundary would be extended east from Lawndale Lane North to Vicksburg Lane North. This change is not anticipated to impact transportation services. The administration is recommending that the three current elementary students who may be affected by this adjustment be given the option to continue their attendance at Kimberly Lane Elementary School for the remainder of their elementary years. Two current 5th graders will be in 6th grade next year and will not be affected by this adjustment.

The second census area proposed for this administrative attendance boundary adjustment includes approximately forty-five future residences in a small census area in the city of Maple Grove. This area is contiguous to the current Greenwood attendance boundary. Greenwood's northern attendance boundary would be extended north of County Road 47 to 63rd Avenue North. Greenwood's eastern attendance boundary would be extended east of County Road 101 to Vagabond Lane North. At this time, there are no students currently residing in these homes who attend the Wayzata Public School District.

The third census area proposed for this administrative attendance boundary adjustment includes approximately sixty-three current and future residences in a small census area in the city of Maple Grove. This area is contiguous to the current Greenwood attendance boundary. Greenwood's northern attendance boundary would be extended north into the city of Maple Grove to 62nd Place North on both Queensland Lane North and Peony Lane North. It would also include all of Olive Lane North. Greenwood's northern attendance boundary would also be extended to Fieldstone Boulevard Lane on Merrimac Lane North. The eastern boundary for this attendance area would be Lawndale Lane North. The western boundary for this attendance area would be Queensland Lane North. One student who may be affected by this adjustment will be given the option to continue his attendance at Kimberly Lane Elementary School for the remainder of his elementary years. This family chose to enroll the student in Kimberly Lane earlier this fall before moving into the home.

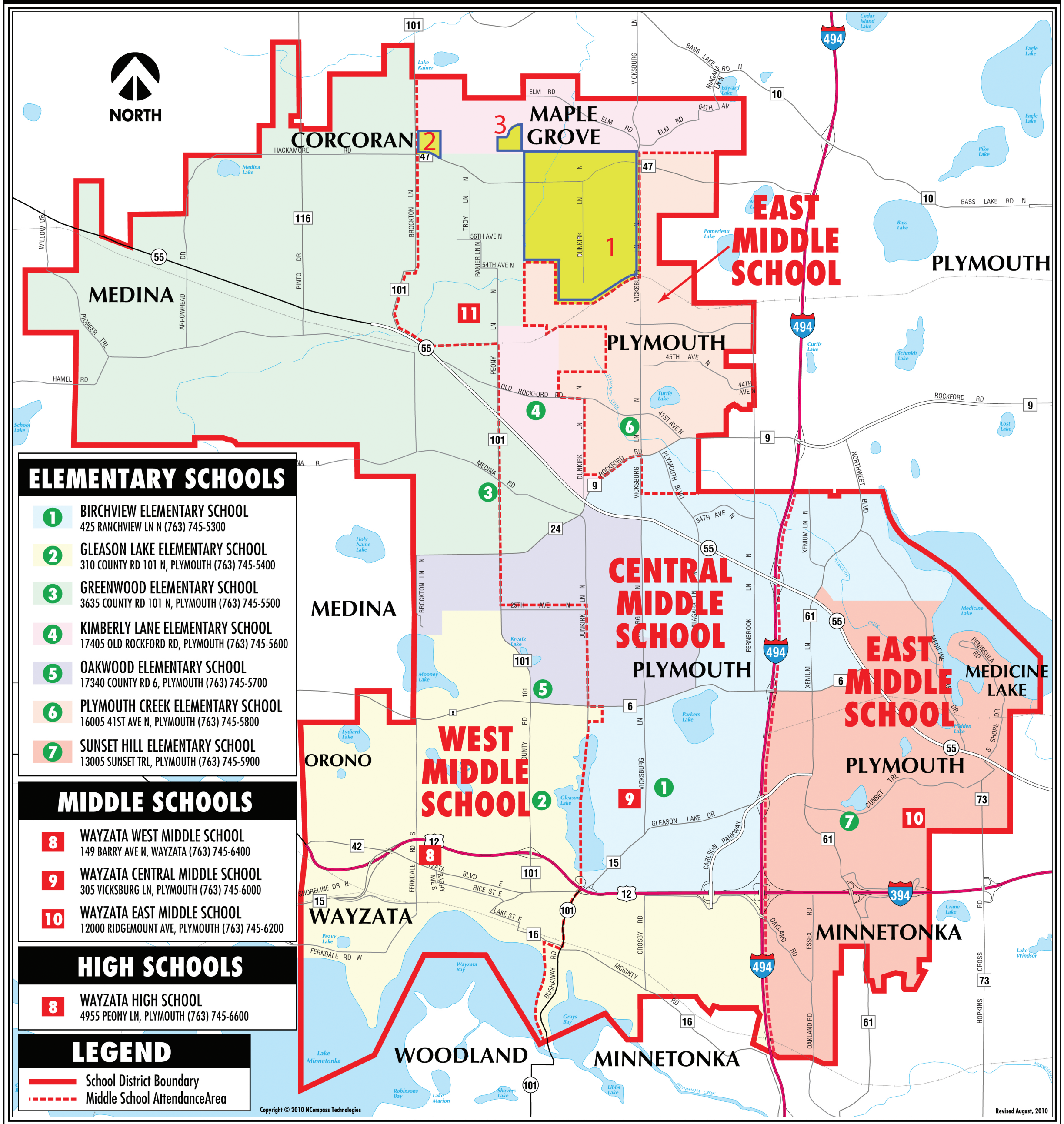
RECOMMENDED ACTION: Approve the reassignment of the attendance boundaries for Kimberly Lane and Greenwood Elementary Schools, in the manner described above for current and future years, effective November 8, 2010.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____

Wayzata Independent Schools District #284



ELEMENTARY SCHOOLS

- 1** BIRCHVIEW ELEMENTARY SCHOOL
425 RANCHVIEW LN N (763) 745-5300
- 2** GLEASON LAKE ELEMENTARY SCHOOL
310 COUNTY RD 101 N, PLYMOUTH (763) 745-5400
- 3** GREENWOOD ELEMENTARY SCHOOL
3635 COUNTY RD 101 N, PLYMOUTH (763) 745-5500
- 4** KIMBERLY LANE ELEMENTARY SCHOOL
17405 OLD ROCKFORD RD, PLYMOUTH (763) 745-5600
- 5** OAKWOOD ELEMENTARY SCHOOL
17340 COUNTY RD 6, PLYMOUTH (763) 745-5700
- 6** PLYMOUTH CREEK ELEMENTARY SCHOOL
16005 41ST AVE N, PLYMOUTH (763) 745-5800
- 7** SUNSET HILL ELEMENTARY SCHOOL
13005 SUNSET TRL, PLYMOUTH (763) 745-5900

MIDDLE SCHOOLS

- 8** WAYZATA WEST MIDDLE SCHOOL
149 BARRY AVE N, WAYZATA (763) 745-6400
- 9** WAYZATA CENTRAL MIDDLE SCHOOL
305 VICKSBURG LN, PLYMOUTH (763) 745-6000
- 10** WAYZATA EAST MIDDLE SCHOOL
12000 RIDGEMOUNT AVE, PLYMOUTH (763) 745-6200

HIGH SCHOOLS

- 8** WAYZATA HIGH SCHOOL
4955 PEONY LN, PLYMOUTH (763) 745-6600

LEGEND

- School District Boundary
- - - Middle School Attendance Area

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 6. SUPERINTENDENT’S REPORTS AND RECOMMENDATIONS

ITEM: D. Human Resource Services

COMMENTS BY: Ms. Doughty

There are no items for this section.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 7. OTHER BOARD ACTION

ITEM: _____

COMMENTS BY: Board Chair Peterson

There are no items for this section.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 8. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD

ITEM: _____

COMMENTS BY: Board Chair Peterson

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 – November 8, 2010

AGENDA SECTION: _____

ITEM: _____

COMMENTS BY: Board Chair Peterson

9. **Board Reports**

10. **New Business**

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

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Regular Meeting – November 8, 2010

AGENDA SECTION: 11. NATIONAL MERIT SCHOLARSHIP SEMI-FINALISTS

AND ESTEEMED TEACHERS

COMMENTS BY: Superintendent Anderson

Wayzata High School has 35 seniors who have been selected as 2010-11 National Merit Scholarship semifinalists. We are very pleased that Wayzata Public Schools students do such a commendable job on these highly competitive national tests year after year. It speaks very positively about their motivation and aptitude and highlights the excellent work Wayzata Public Schools' teachers and support staff do in providing a solid learning experience for such achievement. Through this recognition event, we are not only honoring these scholars, but the elementary, middle and high school teachers who the students have selected as having "had the most positive and formative influence" on them as learners in the Wayzata Public Schools.

As the students are introduced, they will in turn introduce their choice of elementary, middle or high school "Esteemed Teachers."

Now it is my honor to introduce the 2010-11 National Merit Scholarship Semifinalists. Sue Iverson, Vision 21 Director, will present them with a personalized medal of recognition of their hard work and dedication in achieving National Merit Scholarship semifinalist status.

**Rohit Agrawal
Mohamad Akef
Lauren Urke
Sam Cady
Samantha Carter
Eddie Chen
Kelley Chen
Chris Chin
Aakash Desphande
Mirand Ehrlich
Mark Engelmann
Brooks Flugaur-Leavitt
Hari Ganti
Swathi Jayavel
Sarah Jensen
Ben (Kathleen) Jiang
Larry Lee
Lina Li**

**Yubo (Richard) Lu
Patrick Nelson
David Ottman
Drew Page
Divya Palanisamy
Melissa Radermacher
Ganesh Raman
Brett Schnobrich
Abhishek Srivastava
Jenna Blake
Ben Wedin
Amy Wen
Charles Wusands
Lewin Xue
Meiqin Zhou
Brian Tu
Gaurav Singh**

The esteemed teachers chosen by the students are:

John Batalden	Betty Kochaver
Jill Baumtrog	Katheryn Kottke
Sarah Bennett	Tika Kude
Dixie Boschee	Jeanne Kuhne
Seth Brown	Tom Larsen
Tami Corder	Elyssa McIntyre
Meaghan Decker	Bob Meinke
Ross Downing	Curtis Miller
Mary Dvorak	Jeff Miller
Joel Ellingson	Gretchen Minnick
Dave Elmhirst	Dave Motes
Jenny Eustice	Dan Nielsen
Mark Gitch	Steve O'Neill
Katie Gjevre	Kristen Pfeffer
Dan Goodrich	Dick Pritchard
Jodi Grack	Jeff Prondzinski
Suzanne Graft (posthumously)	Mike Richards
Clarice Hagen	Sarah Rudell-Beach
Elizabeth Hansen	Gail Sarff
Leslie Hanson	Matt Scheidler
Mark Herold	Lindsay Seim
Karen Hibbs	Tyler Shepard
Nate Holland	Kathy Simson
Kristin Hoppesch	Bill Skerbitz
Barbara Hughes	Mark Sullwold
Sue Iverson	Leslie Swiggum
Doug Johnson	Bill Vieth
Mark Johnston	Barbara Warden
Tom Kilkelly	Chip Williams
Catherine Kinzler	Curt Wyffels

Congratulations to these students and their "Esteemed Teachers!"

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

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AGENDA SECTION: 12. ADJOURN

ITEM: _____

COMMENTS BY: Board Chair Peterson

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 _____