

MEMO TO: Board of Education  
TOPIC: Regular School Board Meeting  
FROM: Steve D. Cairns, Superintendent  
DATE: August 16, 2018

A Regular School Board Meeting of the Board of Education will be held August 20, 2018 at 7:30 PM in the High School Room 101.

### Agenda

**1. CALL TO ORDER**

A. Pledge - Chairman Broden

**2. PREVIEW OF AGENDA**

*During this time any board member may pull any item(s) from the Consent Agenda*

**3. ADDITIONS TO THE AGENDA**

A. Purchase of Service Agreement for the Transportation of Children and Youth in Foster Care Placement 5

**4. CONSENT AGENDA**

A. Minutes - July 24 11

B. Invoices - August 2018 - \$342,521.15 - Ch# 59254-59345 17

C. Hand Payables - July 2018 - \$161,992.81 - Ck# 32623-32660 36

D. Statement of Cash Balances - July 2018 - \$3,439,800.71 43

E. Budget Comparison 44

F. Wires Payments - July 2018 - \$147,024.11 45

G. Auxiliary Accounts 47

H. Naylor Heating and Refrigeration - \$108,421.76  
Air Handlers Units in BHS 53

I. SFM Works Compensation Insurance - \$41,125 54

**5. COMMUNICATIONS**

A. BHS Lyceum

Eric Timm is a nationally recognized speaker. Painting Hope is a live art performance and presentation by ERIC SAMUEL TIMM that brings hope, inspiration, and empowerment to audiences internationally. Presentation will be Wednesday, September 26, 2018 at 8:30 AM to 9:30 AM at the BHS Gym. This presentation will be for students in grades 7-12 and staff members. The high school will be able to

keep the paintings Eric produces during the lyceum. Bagley School District cost \$500.

B. Buddy Bench built and donated by the Jack Pine Pals 4-H Club 55

C. Set School Board Election Canvassing Date  
Time period to canvass results of General Election is November 9-16. The regular board meeting is November 5.

#### 6. STUDENT INPUT AND RECOGNITION

A. Student Council General Update about Homecoming Week, the Veterans program, etc. - Bayli Dukek and Izabell Gerbracht

B. Student Council Fundraiser Request - Homecoming Merchandise Sales 56

C. Student Council Fundraiser Request - Clearwater Christmas Project (money and gift collection) 59

#### 7. PUBLIC PARTICIPATION

#### 8. COMMITTEE REPORTS

A. Transportation

B. Policy

C. Facilities

D. Negotiations

E. Athletics

F. Security

G. Wellness

H. Other

#### 9. REPORTS AND PRESENTATIONS

A. Policy First Reading & Comments

1) 419 - Tobacco-Free Environment - Revised 60

2) 421 - Gifts to Employees and School Board Members - NEW 63

3) 504 - Student Dress and Appearance - Revised 65

4) 506 - Student Discipline - Revised 66

B. BES Device Handbook and the BHS Device Handbook Updates - Brenda Dukek 87

C. 2018-2019 Vision and Plan - Tony Kerr & Kristi Moritz

#### 10. SCHOOL BOARD ACTION

A. RESOLUTION ACCEPTING GIFTS/DONATIONS  
TO INDEPENDENT SCHOOL DISTRICT #162-BAGLEY

**WHEREAS** the following ;therefore, **BE IT RESOLVED** by the School Board of Independent School District #162–Bagley School Board does hereby accept the following donation:

\* \$232.92 from Sanford Health for Athletics

B. Adoption - Resolution Reauthorizing A Previously Authorized Board Approved Referendum Authority	102
C. Policy Second Reading & Adoption	
1) Policy 102 - Equal Educational Opportunity - Revised	105
2) Policy 205 - Open Meetings and Closed Meetings - Revised	106
3) Policy 206 & 206F - Public Participation and Public Input Form	114
4) Policy 401 - Equal Employment Opportunity - Revised	120
Policy 401F - Equal Employment Opportunity Discrimination Grievance Report Form	
5) Policy 413 - Harassment and Violence - Revised	127
Policy 413F - Harassment and Violence Report Form - Revised	
6) Policy 707 - Transportation of Public School Students - NEW	137
7) Policy 708 - Transportation of Nonpublic School Students - NEW	146
8) Policy 709 - Transportation Safety Policy - Revised	149
Items highlighted in yellow, are not found in State model policy.	
9) Policy 722 Public Data Requests - NEW	165
D. Contracts/Agreement for Service	
1) Stellher Human Services - Mental Health Professional - \$4,000 School District	
2) 2018-2019 Bagley School District & Stellher Human Services - Interventionist Agreement - District cost is \$23,123.40	
3) 2018-2019 Bagley School District & Stellher Human Services Agreement for Children's Therapeutic Services & Support (CTSS) and Contracted Mental Health Services in the amount of \$11,000.	
4) Twin Pines Golf Course - \$4,000 for the 2018-2019 SY	
E. Staffing	
1) Release from Contract - Jacob Stalboerger, BHS Physical Education Teacher	
2) Hire - Duane Connell as a BHS Physical Education Teacher	
3) Resignation - Joseph Link, .5 FTE Physical Education Teacher	
4) Hire - Lee Furuseth as .5 FTE Phy-Ed Teacher (including DAPE) and part-time Parent Educator contingent upon receipt of three Tiered 1 licenses.	

- 5) Resignation - Dawn Thorson, General Para Educator
- 6) Resignation - Amanda Walsh, Para Educator
- 7) Resignation - Amy Sather, HQ Para Educator
- 8) Hire - Gary Eck as a route bus driver contingent upon receipt of a satisfactory background check and licensure.
- 9) Request for Leave of Absence - Employee A. Leave would be September 24 - October 5, 2018 to complete practicum teaching experience for undergraduate degree.
- 10) Resignation - Katie Colsen as Food Service Support Staff
- 11) Hire - Katie Colsen as a HQ Para Educator
- 12) Hire - Laura Takkunen as LD Special Education Teacher (1 FTE) contingent upon receipt of a satisfactory background check and licensure.

F. Resolution Relating to the Election of School Board Members and Calling the School District General Election - Adoption 172

G. Affirmation of Consultation with Tribal Representatives for FY 19 175

11. **NEXT MEETINGS AGENDA ITEMS - *Chairman Broden***

12. **MEETING SCHEDULE - Chairman Broden**

Tuesday, September 4, 2018, at 7:30 p.m. in High School Room 101

13. **ADJOURNMENT**

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH  
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Bagley Public School District 162 (hereinafter referred to as the District) and the Clearwater County.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and Clearwater County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. **TERM:**  
The term of this Agreement shall be in effect from ????, 2018 – June 30, 2019
2. **EDUCATIONAL PLACEMENT DECISIONS:**  
Clearwater County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child’s best interests. Clearwater County and the District Superintendent and/or representative of the school in which the child is currently enrolled will work with the Clearwater County foster care contact to determine, based on the child’s best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child’s new residence.

If Clearwater County is considering moving a child to a new educational placement, Clearwater County will have a phone consultation with the school contact prior to gathering input about the best interests of the child in relation to their school placement. Clearwater County and District Superintendent and /or a representative of the school responsible for students in foster care will work collaboratively to inform this school placement decision-making process. The school will provide information about the appropriateness of the child’s current educational placement.

Clearwater County shall take into consideration this information and other best interest factors found in paragraph three in making educational decision. The District Superintendent and /or a representative of the school in which the child is enrolled will be asked to participate in the meeting, either by phone or in person. Clearwater County will identify a point of contact from the agency to work directly with the Superintendent and /or a representative of the school to ensure a smooth transition.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

- The student's age
- The school attended by the student's siblings
- Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time
- The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider
- School stability and educational continuity
- Time remain in in the academic year
- Personal safety, attendance, academic progress and social involvement of the students in the current school
- The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the Clearwater County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner:

- a. Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. District will cover the associated costs.
- b. Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the District will assume costs required for transporting the student to school. District will cover the associated costs.

- c. Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with Clearwater County to determine the best possible means of transportation. The District and Clearwater County will share the transportation costs identified in Section 5a.
  - d. Students residing in a foster care placement outside of District boundaries, but attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with Clearwater County to determine the best possible means of transportation. The District and Clearwater County will share the transportation costs identified in Section 5a.
  - e. Students placed in foster care within District and attending a non-ISD 162 School: The District will bear no financial responsibility for this student. Clearwater County and the School District where the student attends are expected to make arrangements for transportation and the associated costs.
5. PAYMENT FOR SERVICES:
- a. The District and Clearwater County agree to split the costs of the transportation described in Section 4, including but not limited to staff time and third party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the Clearwater County agree to each assume pay 50% of the costs.
  - b. Clearwater County will identify a point of contact from the agency to work directly with the District Superintendent and /or a representative of the school to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the Clearwater County point of contact to be honored.
  - c. Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to driver or vehicle unavailability, Clearwater County will be responsible for transportation of the student placed in foster care.
  - d. Clearwater County will compensate the District for transportation provided outside of the district pursuant to this agreement at the rate billed to the district by the private transportation company. Copies of the invoices from the private transportation company will be provided to Clearwater County.
  - e. The District will submit itemized invoices to the Clearwater County contact on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice.
  - f. In situations where transportation is being funded by Clearwater County, Clearwater County point of contact will notify the District Superintendent and /or a representative of the school when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of Clearwater County and the District to collaborate in determining the child’s best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

Clearwater County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child’s education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

1. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
2. Upon receipt of the explanation, the decision be reviewed by the District and the Director of Social Services of Clearwater County. Input will be reviewed from all parties and a decision by the Director will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a Decision Making Team meeting.
3. County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and Clearwater County.
4. If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of Clearwater County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of Clearwater County employees except as otherwise stated herein.



8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and Clearwater County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or Clearwater County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

**COUNTY OF CLEARWATER COUNTY  
STATE OF MINNESOTA**

**CLEARWATER COUNTY  
BOARD OF COMMISSIONERS**

**BAGLEY PUBLIC SCHOOL DISTRICT  
ISD 162**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**[NAME]**  
Chairperson of the **[DEPARTMENT]**

**Steve D. Cairns**  
Superintendent

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTESTED TO:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**[NAME],**  
County Administrator

**Dave Decker**  
Business Director

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**BAGLEY PUBLIC SCHOOLS  
REGULAR SCHOOL BOARD MEETING  
JULY 24, 2018  
MINUTES**

The regular meeting of the School Board, Independent School District #162 was held on July 24, 2018, at 7:30 p.m. in High School Room 101. Members present: Adam Broden, Wendy Fultz, Amy Fontaine, Renee Benson, Jeremy Davies, Jamie Grover and Superintendent Cairns. Members absent: LeAnn Agnes.

Chairman Broden called the meeting to order and opened with the Pledge of Allegiance to the Flag.

1. A motion was made by Wendy Fultz, seconded by Jeremy Davies to approve the following consent agenda items:
  - A. June 18 & 19 Minutes
  - B. July 2018 Invoices - \$645,808.54 – Ck# 59145-59253
  - C. June 2018 Hand Payables - \$57,146.18 – Ck #32608-32625
  - D. June 2018 Statement of Cash Balances - \$4,089,562.94
  - E. June 2018 Budget Comparison
  - F. June 2018 Wires Payments - \$673,244.41
  - G. MSBA association dues and policy services renewal - \$5,085
  - H. Change of Authorization
    1. To authorize Dixie Boe to sign and validate checks and disbursements of funds from the Bagley Elementary Auxiliary Account and naming Kristi Moritz as the Caretaker/Manager of the account.
    2. To authorize Carrie Ham and Kim Halverson to sign and validate checks and disbursements of funds from the Bagley High School Auxiliary Account and naming Anthony Kerr as the Caretaker/Manager of the account.
    3. Naming Kristi Moritz as the authorized contact person for Title I and Title II Part A.
  - I. Principal Name Change in Policies
    1. Policy 311 – Administrative Information
    2. Policy 402 – Disability Nondiscrimination
    3. Policy 521 – Student Disability Nondiscrimination
    4. Policy 522 – Student Sex Nondiscrimination
    5. Policy 555 – Section 504 Policy
    6. Policy 840F – Facility Use Form RevisedMotion passed 5-0.
2. Neltson McPherson addressed the Board requesting clarification on the location of the overnight STAR trip to Concordia Language Village and suggested changes to Policy 102 – Equal Opportunity that the Board would be having a first reading and comments later during the meeting.
3. A motion was made by Amy Fontaine, seconded by Jamie Grover to adopt the 2018-2019 BES Student Handbook with recommended changes. Motion passed 5-0.
4. Director Benson entered the Board meeting.
5. A motion was made by Jeremy Davies, seconded Wendy Fultz to adopt the 2018-2019 BHS Student Handbook with recommended changes and added reference to School Board Policy 461 – Parent Reporting to the “grade checks” section of the handbook. Motion passed 6-0.

6. A motion was made by Jamie Grover, seconded by Amy Fontaine to approve the 6<sup>th</sup> Grade STAR Overnight Trip to Concordia Language Village in Bemidji. Motion passed 6-0.
7. First reading and comments of the following policies were held:
  - A. Policy 102 – Equal Educational Opportunity
  - B. Policy 205 – Open Meetings and Closed Meetings
  - C. Policy 401 – Equal Employment Opportunity & 401F – Equal Employment Opportunity Discrimination Grievance Report Form
  - D. Policy 413 – Harassment and Violence & 413F – Harassment and Violence Report Form
  - E. Policy 707 – Transportation of Public School Students
  - F. Policy 708 – Transportation of Nonpublic School Students
  - G. Policy 709 – Transportation Safety
  - H. Policy 722 – Public Data Requests
8. A motion was made by Amy Fontaine, seconded by Jeremy Davies to adopt resolution accepting gifts/donations to Bagley Public Schools:

**WHEREAS** the following; therefore, **BE IT RESOLVED** by the School Board of Independent School District #162 – Bagley School Board does hereby accepts the following donations:

- \* \$500.00 from Gary Bratvold for High Flyer Scholarship
  - \* \$415.00 from White Earth Tribal Council for Band Trip
  - \* \$35.00 from Lee Furuseth for Student Activities
  - \* \$1,000.00 from Choice Therapy for Summer Rec.
  - \* \$300.00 from Clearwater/Polk Electric for Elementary - Accelerated Reader
  - \* \$250.00 from Clearwater/Polk Electric for Summer Reading Program
  - \* \$500.00 from Clearwater/Polk Electric for ECI Program
  - \* \$600.00 from Clearwater/Polk Electric for Elementary Library
  - \* \$430.00 from Minnesota Historical Society for History Day Trip Support
- Motion passed 6-0.

9. A motion was made by Jeremy Davies to adopt the following resolution:

**RESOLUTION APPROVING SCHOOL DISTRICT NO. 162  
LONG-TERM FACILITY MAINTENANCE TEN YEAR PLAN**

**BE IT RESOLVED** by the School Board of District No. 162, State of Minnesota, approved the Long-Term Facility Maintenance Plan. The Board will follow the LTFM Legislation as follows:

- The district will maintain and implement a health and safety program that complies with regulations.
  - The district will maintain an indoor air quality management program.
  - As outlined in the LTFM plan, the district intends use the dollars in a pay as you go format.
1. The District further covenants to comply with all procedures now or hereafter established by the Minnesota Department of Education pursuant to Minnesota Statutes, Section 123B and otherwise to take such actions as necessary to comply with that statute. The chair, clerk or superintendent is authorized to execute any applicable Minnesota Department of Education forms.

The motion for the adoption of the foregoing resolution was duly seconded by Jamie Grover and, upon vote being taken thereon, the following voted in favor thereof: Adam Broden, Wendy Fultz, Amy Fontaine, Renee Benson, Jeremy Davies, and Jamie Grover.

And the following voted against the same: None.

Whereupon said resolution was declared duly passed and adopted.

Motion passed 6-0.

- 10. A motion was made by Amy Fontaine, seconded by Wendy Fultz to approve the Memorandum of Understanding between the Clearwater County Sheriff’s Office and the Bagley School District for a School Liaison Officer for the 2018-2019 SY. Motion passed 6-0.
- 11. A motion was made by Wendy Fultz, seconded by Renee Benson to approve the work agreement between the District and Clearwater County Nursing Service for the 2018-2019 school year. Motion passed 6-0.
- 12. A motion was made by Amy Fontaine, seconded Jamie Grover to adopt the following resolution:

**Designation of Identified Official with Authority for the MDE External User Access Recertification System**

The Minnesota Department of Education (MDE) requires that school districts annually designate an identified Official with Authority to comply with State Access Control Security Standard 1.0 which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will assign job duties and authorize external user’s access to MDE secure systems for their local education agency (LEA). The Director recommends the Board authorize Steve Cairns to act as the Identified Official with Authority (IOwA) for the Bagley Public School District 0162-01.

Motion passed 6-0.

- 13. The following Dairy Products Bids for the 2018-2019 school year were publicly read:

	<u>Escalator Bid</u>	<u>Firm Bid</u>
<u>Dean Foods/Land O’ Lakes</u>		
½ pint 1% milk	\$0.168	\$0.188
½ pint skim milk	\$0.155	\$0.175
½ pint choc. skim milk	\$0.177	\$0.197
½ pint Silk Soy Milk	\$0.57	\$0.59
Ice Cream Sandwich/each	\$4.90	\$4.99 - 24/pk
6 oz. Juice LOL Orange - paper	\$0.26	\$0.28
½ pint choc. 1% milk	\$0.19	\$0.215

Food Service of America – Fargo, ND – declined on giving a bid

A motion was made by Amy Fontaine, seconded by Wendy Fultz to accept the escalator pricing of Dean Foods/Land O’ Lakes for dairy products for the 2018-2019 school year. Motion passed 6-0.

- 14. The following bids were read Bakery Products Bids for the 2018-2019 school year were publicly read:

<u>Bimbo Bakeries USA</u>	
Whole Grain-Rich Bread – 24 oz	\$1.35
3 ¾” Whole Grain-Rich Hamburger Buns	\$3.09 per 30 count
4” Whole Grain-Rich Hamburger Buns	\$3.35 per 30 count
Whole Grain-Rich Coney Buns	\$3.19 per 30 count
Whole Grain-Rich Steak/Hoagie Bun (Sub)	\$3.55 per 24 count
Whole Grain-Rich Dinner Roll	\$1.35 per 12 count

Pan-O-Gold Baking Co.

Whole Grain-Rich Bread – 24 oz	\$1.27
3 ½" Whole Grain-Rich Hamburger Buns	\$6.40 per 60 count
4" Whole Grain-Rich Hamburger Buns	\$3.30 per 30 count
Whole Grain-Rich Coney Buns	\$3.40 per 30 count
Whole Grain-Rich Hoagie Bun - sliced	\$3.40 per 24 count
Whole Grain-Rich Top Steak Bun	\$3.40 per 24 count
Whole Grain-Rich Dinner Roll	\$1.40 per 12 count

A motion was made by Amy Fontaine, seconded by Jamie Grover and carried, to accept the bid Bimbo Bakeries USA for bakery products for the 2018-2019 school year. Motion passed 6-0.

15. A motion was made by Jamie Grover, seconded by Renee Benson for the 2018-2019 student meal prices to remain the same as last year's prices and authorize to follow MDE minimum adult meal price recommendation for 2018-2019. The 2018-2019 meal prices are as follows:

Breakfast:

High School and Elementary: \$1.50

Lunches:

High School - \$2.65

Elementary - \$2.50

Milk - \$0.30

Soy Milk - \$0.70

A La Carte Items (must follow the smart snack in school guidelines) prices will vary

Adult Meal Prices:

Breakfast - \$1.85

Lunch - \$3.85

Motion passed 6-0.

16. A motion was made by Wendy Fultz, seconded by Renee Benson to authorize the "My Payment Network" to pass convenience fee to the Payer when using SchoolPay online payment. Motion passed 6-0.
17. A motion was made by Wendy Fultz, seconded by Jamie Grover to approve the BHS Athletic Statement. Motion passed 6-0.
18. A motion was made by Amy Fontaine, seconded by Jeremy Davies to approve the following 2018-2019 Athletic Participation Fees and Activity Passes:

Participation Fees:

Athletics - \$65

Fine Arts - \$20

Activity Passes:

Family Pass - \$75

Individual Pass - \$50

Senior Citizen Pass (65 or older) - \$35

Staff Member Family Pass - \$50

BHS Student/Recent Alumni (graduate from BHS within 2 years) - \$25

Adults – Individual Game Admission - \$6

Student/Seniors – Individual Game Admission - \$4

Grade 2 and under are free.

Bagley School District Staff – Free to all athletic events by showing their ID badge to the ticket takers (with the exception of MSHSL tournaments and other athletic events where the BSH Activity pass is not valid).

Motion passed 6-0.

19. A motion was made by Jeremy Davies, seconded by Wendy Fultz to accept the resignation of Matt Tradewell effective immediately. Motion passed 6-0.
20. A motion was made by Amy Fontaine, seconded by Renee Benson to accept the resignation of Sarah Johnson, paraeducator, effective immediately. Motion passed 6-0.
21. A motion was made by Jeremy Davies, seconded by Jamie Grover to hire Mark Aamodt as a technology assistant (25 hours/week) effective July 2, 2018. Motion passed 6-0.
22. A motion was made by Wendy Fultz, seconded by Jamie Grover to termination of Debra Beaudreau. Motion passed 6-0.
23. A motion was made by Amy Fontaine, seconded by Jamie Grover to hire Kathleen Sloan for the ADSIS .5 FTE Reading Recovery Teacher position for the 2018-2019 SY. Motion passed 6-0.
24. A motion was made by Jamie Grover, seconded by Amy Fontaine to hire Julie Paulson for the ADSIS .5 FTE Reading Recovery Teacher position for the 2018-2019 SY. Motion passed 6-0.
25. A motion was made by Amy Fontaine, seconded by Renee Benson to approve the 2018-2019 Annual Federal Impact Aid Notification to Parents and Survey. Motion passed 6-0.
26. A motion was made by Wendy Fultz, seconded by Jeremy Davies to authorize payment of remaining balance due to Darin Halvorson for the high school reroofing project in the amount of \$108,458.10. Motion passed 6-0.
27. A motion was made by Amy Fontaine, seconded by Renee Benson to approve the policy renewal with SFM Workers Compensation in the amount of \$20,087. Motion passed 6-0.
28. A motion was made by Amy Fontaine, seconded by Renee Benson to purchase a 2019 Suburban in the amount of \$53,895 off the State bid. Motion passed 6-0.
29. ITEMS FOR THE NEXT AGENDA:
  - A. Second Reads and Adoption to Policies
    1. Policy 102 – Equal Educational Opportunity
    2. Policy 205 – Open Meetings and Closed Meetings
    3. Policy 401 – Equal Employment Opportunity & 401F – Equal Employment Opportunity Discrimination Grievance Report Form
    4. Policy 413 – Harassment and Violence & 413F – Harassment and Violence Report Form
    5. Policy 707 – Transportation of Public School Students
    6. Policy 708 – Transportation of Nonpublic School Students
    7. Policy 709 – Transportation Safety

- 8. Policy 722 – Public Data Requests
- 9. Policy 206 – Public Participation in School Board Meetings & 206F Public Input Application
- B. Staffing

30. The next School Board meeting will be held on Monday, August 20, 2018, at 7:30 p.m. in High School Room 101.

31. A motion was made by Amy Fontaine to adjourn the meeting at 10:01 p.m. Motion passed 6-0.

Adam Broden, Chairman  
School Board  
Ind. School District #162

Wendy Fultz, Clerk  
School Board  
Ind. School District #162



**Bagley Public Schools #162**

**August 2018 Check Register**

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59254	1118		AMAZON CAPITAL SERVICES		Check		
				E 01 310 810 000 401 000	SMOKE DET BASE			\$74.00	
PO#: 67397	Voucher #:	68524	Invoice	Invoice No: 11J3-X9WR-MGDC		8/20/2018	Paid Amt:	\$74.00	
				E 01 300 211 000 401 301	40 INCH TV			\$229.99	
				E 01 300 211 000 401 301	SHIPPING			\$16.23	
PO#: 67396	Voucher #:	68525	Invoice	Invoice No: 14LT-GDL3-VW36		8/20/2018	Paid Amt:	\$246.22	
				E 01 300 211 000 401 301	WALL MOUNT BRACKET			\$47.98	
PO#: 67396	Voucher #:	68526	Invoice	Invoice No: 14LT-GDL3-LFGM		8/20/2018	Paid Amt:	\$47.98	
				E 01 310 810 000 401 000	SMOKE DETECTOR			\$91.00	
PO#: 67397	Voucher #:	68555	Invoice	Invoice No: 14LT-GDL3-WX4X		8/20/2018	Paid Amt:	\$91.00	
				E 01 005 810 000 401 181	TLBEK LAPTOP REPLACEMENT KEYBOARI			\$31.00	
				E 01 005 810 000 401 181	Freight			\$2.39	
PO#: 67409	Voucher #:	68569	Invoice	Invoice No: 1XHD-364D-4VN1		8/20/2018	Paid Amt:	\$33.39	
				E 01 005 810 000 401 181	TLBEK LAPTOP REPLACEMENT KEYBOARI			\$77.50	
				E 01 005 810 000 401 181	SHIPPING			\$5.98	
PO#: 67409	Voucher #:	68571	Invoice	Invoice No: 1GLK-HNTM-HQJW		8/20/2018	Paid Amt:	\$83.48	
				E 01 005 810 000 401 181	27" SCREEN			\$141.02	
				E 01 005 810 000 401 181	DISPLAY PORT SPLITTER			\$42.68	
				E 01 005 810 000 401 181	SCREEN WALL MOUNT			\$15.99	
				E 01 005 810 000 401 181	IPHON/IPAD FLASH DRIVES			\$119.97	
PO#: 67414	Voucher #:	68639	Invoice	Invoice No: 1FF6-H3CH-6WMR		8/20/2018	Paid Amt:	\$319.66	
				E 01 005 810 000 401 181	MACBOOK AIRCHARGERS			\$154.80	
PO#: 67428	Voucher #:	68727	Invoice	Invoice No: 1W91-4XYF-37LY		8/20/2018	Paid Amt:	\$154.80	
				E 01 005 810 000 401 181	AUX CABLE - 12 FT			\$17.97	
PO#: 67429	Voucher #:	68737	Invoice	Invoice No: 11YQ-FWQK-RMNH		8/20/2018	Paid Amt:	\$17.97	
				E 01 005 810 000 401 181	4-PACK LABELS - 12MM			\$14.77	
				E 01 005 810 000 401 181	3 PACKS			\$19.98	
				E 01 005 810 000 401 181	MINI DISPLAY HDMI			\$80.91	
PO#: 67428	Voucher #:	68738	Invoice	Invoice No: 1HMQ-TPLW-WMQL		8/20/2018	Paid Amt:	\$115.66	
								Check Amount:	\$1,184.16
0162	FNB	59255	01725		AMERIPRIDE LINEN, INC.		Check		
				E 01 005 760 720 305 000	Fees For Services-Reg Transportation			\$41.89	
PO#:	Voucher #:	68663	Invoice	Invoice No: 3501245828		8/20/2018	Paid Amt:	\$41.89	
								Check Amount:	\$41.89
0162	FNB	59256	02893		ARAMARK CO.		Check		
				E 01 310 810 000 401 000	General Supplies-Maintenance			\$80.94	
PO#:	Voucher #:	68693	Invoice	Invoice No: 21034460		8/20/2018	Paid Amt:	\$80.94	

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## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0162	FNB	59256	02893		<b>ARAMARK CO.</b>		Check
				E 01	005 760 720 401 000	General Supplies-Reg Transportation	\$197.94
PO#:	Voucher #:	68723	Invoice	Invoice No:	21048280	8/20/2018	Paid Amt: \$197.94
							Check Amount: \$278.88
0162	FNB	59257	18860		<b>BAGLEY COOP OIL ASSN.</b>		Check
				E 01	310 810 000 440 000	Heating Fuel-Maintenance	\$331.36
				E 01	310 810 000 401 000	General Supplies-Maintenance	\$66.00
				E 01	005 760 720 305 000	Fees For Services-Reg Transportation	\$25.00
				E 01	005 760 720 401 000	General Supplies-Reg Transportation	\$8.00
				E 01	005 760 720 440 000	Fuels-Reg Transportation	\$1,832.61
PO#:	Voucher #:	68681	Invoice	Invoice No:	JULY18	8/20/2018	Paid Amt: \$2,262.97
							Check Amount: \$2,262.97
0162	FNB	59258	07813		<b>BEMIDJI CHRYSLER CENTER</b>		Check
				E 01	005 760 720 401 000	General Supplies-Reg Transportation	\$232.00
PO#:	Voucher #:	68684	Invoice	Invoice No:	155861	8/20/2018	Paid Amt: \$232.00
							Check Amount: \$232.00
0162	FNB	59259	08155		<b>BEMIDJI PIONEER</b>		Check
				E 01	100 620 000 401 000	YEARLY SUBSCRIPTION RENEWAL FOR B/	\$175.45
PO#: 67257	Voucher #:	68619	Invoice	Invoice No:	073018	8/20/2018	Paid Amt: \$175.45
							Check Amount: \$175.45
0162	FNB	59260	08165		<b>BEMIDJI PUBLIC SCHOOLS</b>		Check
				E 01	100 640 316 366 000	Travel-Staff Development	\$1,000.00
PO#:	Voucher #:	68508	Invoice	Invoice No:	6898	8/20/2018	Paid Amt: \$1,000.00
							Check Amount: \$1,000.00
0162	FNB	59261	08625		<b>BEMIDJI WELDERS SUPPLY</b>		Check
				E 01	300 255 000 305 000	Fees For Services-Industrial Tech	\$255.50
PO#:	Voucher #:	68638	Invoice	Invoice No:	B18070024	8/20/2018	Paid Amt: \$255.50
							Check Amount: \$255.50
0162	FNB	59262	1403		<b>BONDED LOCK AND KEY</b>		Check
				E 01	310 810 000 401 000	General Supplies-Maintenance	\$135.00
PO#:	Voucher #:	68687	Invoice	Invoice No:	0000045867	8/20/2018	Paid Amt: \$135.00
							Check Amount: \$135.00
0162	FNB	59263	11500		<b>BOWL INN</b>		Check
				E 01	300 241 000 305 000	BOWLING FALL/SPRING SEMESTERS	\$1,800.00
PO#: 66606	Voucher #:	68516	Invoice	Invoice No:	140	8/20/2018	Paid Amt: \$1,800.00
							Check Amount: \$1,800.00

**Bagley Public Schools #162**

**August 2018 Check Register**

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0162	FNB	59264	1289		<b>BRADY, MARTZ &amp; ASSOCIATES, P.C.</b>		Check
				E 01	005 010 000 305 000 Fees for Service-School Board	\$7,000.00	
		<b>PO#:</b>	<b>Voucher #:</b>	<b>68731</b>	Invoice Invoice No: 17167-672531	<b>8/20/2018</b>	<b>Paid Amt: \$7,000.00</b>
							<b>Check Amount: \$7,000.00</b>
0162	FNB	59265	12219		<b>BSN SPORTS</b>		Check
				E 01	300 292 000 401 295 General Supplies-Athletic Support	\$1,359.15	
		<b>PO#:</b>	<b>Voucher #:</b>	<b>68574</b>	Invoice Invoice No: 902552301	<b>8/20/2018</b>	<b>Paid Amt: \$1,359.15</b>
				E 01	300 292 000 401 295 General Supplies-Athletic Support	\$908.55	
		<b>PO#:</b>	<b>Voucher #:</b>	<b>68675</b>	Invoice Invoice No: 902615984	<b>8/20/2018</b>	<b>Paid Amt: \$908.55</b>
				E 01	300 292 000 401 295 General Supplies-Athletic Support	\$1,418.90	
		<b>PO#:</b>	<b>Voucher #:</b>	<b>68709</b>	Invoice Invoice No: 902659367	<b>8/20/2018</b>	<b>Paid Amt: \$1,418.90</b>
							<b>Check Amount: \$3,686.60</b>
0162	FNB	59266	13037		<b>BUS PARTS WAREHOUSE</b>		Check
				E 01	005 760 720 401 000 General Supplies-Reg Transportation	\$721.93	
		<b>PO#:</b>	<b>Voucher #:</b>	<b>68685</b>	Invoice Invoice No: 97096	<b>8/20/2018</b>	<b>Paid Amt: \$721.93</b>
							<b>Check Amount: \$721.93</b>
0162	FNB	59267	1467		<b>CHROMEBOOK PARTS.COM</b>		Check
				E 01	005 810 000 401 181 BEZ-SNG-502 DELL 11 3/20 CHROMEBOOK	\$599.80	
				E 01	005 810 000 401 181 R36YR DELL 11 3120 CHROMEBOOK PALM	\$1,099.80	
				E 01	005 810 000 401 181 3CP5R-GNHJG DELL 11 3120 CHROMEBOC	\$899.80	
				E 01	005 810 000 401 181 BAT-SNG-718-1 DELL 11 3120 CHROMEBOC	\$674.85	
		<b>PO#: 67393</b>	<b>Voucher #:</b>	<b>68715</b>	Invoice Invoice No: 18404	<b>8/20/2018</b>	<b>Paid Amt: \$3,274.25</b>
							<b>Check Amount: \$3,274.25</b>
0162	FNB	59268	16215		<b>CITY OF FOSSTON</b>		Check
				E 04	005 586 332 369 132 Travel - S. Rec.	\$421.92	
		<b>PO#:</b>	<b>Voucher #:</b>	<b>68576</b>	Invoice Invoice No: 072318	<b>8/20/2018</b>	<b>Paid Amt: \$421.92</b>
				E 04	005 586 332 305 132 Fees For Services- Youth Enrich. - S Rec	\$5,304.60	
		<b>PO#:</b>	<b>Voucher #:</b>	<b>68637</b>	Invoice Invoice No: 073118	<b>8/20/2018</b>	<b>Paid Amt: \$5,304.60</b>
							<b>Check Amount: \$5,726.52</b>
0162	FNB	59269	16355		<b>CLARITY GLASS</b>		Check
				E 01	005 850 302 520 000 WINDOW FILM FOR HIGH SCHOOL - SEE A	\$5,450.50	
		<b>PO#: 67173</b>	<b>Voucher #:</b>	<b>68636</b>	Invoice Invoice No: 664543	<b>8/20/2018</b>	<b>Paid Amt: \$5,450.50</b>
							<b>Check Amount: \$5,450.50</b>
0162	FNB	59270	1476		<b>CLEARBROOK TRUCK &amp; TIRE CENTER</b>		Check
				E 01	005 760 720 401 000 General Supplies-Reg Transportation	\$587.36	
		<b>PO#:</b>	<b>Voucher #:</b>	<b>68641</b>	Invoice Invoice No: 071-2018	<b>8/20/2018</b>	<b>Paid Amt: \$587.36</b>
							<b>Check Amount: \$587.36</b>

## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59271	16443		CLEARBROOK-GONVICK ISD # 2311		Check		
				E 04	005 586 332 369 132	Travel - S. Rec.		\$974.00	
		PO#:	Voucher #:	68627	Invoice	Invoice No: 073018	8/20/2018	Paid Amt:	\$974.00
								Check Amount:	\$974.00
0162	FNB	59272	16684		CLEARWATER CO HISTORICAL SOC		Check		
				E 01	100 620 000 401 000	YEARLY SUBSCRIPTION RENEWAL 2018-20		\$15.00	
		PO#: 67261	Voucher #:	68547	Invoice	Invoice No: 7122018	8/20/2018	Paid Amt:	\$15.00
				E 01	300 620 000 401 000	YEARLY SUBSCRIPTION RENEWAL - BHS		\$15.00	
		PO#: 67357	Voucher #:	68548	Invoice	Invoice No: 7122018	8/20/2018	Paid Amt:	\$15.00
								Check Amount:	\$30.00
0162	FNB	59273	16717		CLEARWATER CO LANDFILL		Check		
				E 01	310 810 000 330 000	Utilities-Maintenance		\$100.00	
		PO#:	Voucher #:	68577	Invoice	Invoice No: 072318	8/20/2018	Paid Amt:	\$100.00
				E 01	310 810 000 330 000	Utilities-Maintenance		\$55.00	
		PO#:	Voucher #:	68692	Invoice	Invoice No: 677732,677735,677740	8/20/2018	Paid Amt:	\$55.00
								Check Amount:	\$155.00
0162	FNB	59274	17509		COLE PAPERS INC.		Check		
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$5,619.30	
		PO#:	Voucher #:	68691	Invoice	Invoice No: 9453346	8/20/2018	Paid Amt:	\$5,619.30
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$62.32	
		PO#:	Voucher #:	68713	Invoice	Invoice No: 9455324	8/20/2018	Paid Amt:	\$62.32
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$225.73	
		PO#:	Voucher #:	68714	Invoice	Invoice No: 9455323	8/20/2018	Paid Amt:	\$225.73
								Check Amount:	\$5,907.35
0162	FNB	59275	19582		CULINEX		Check		
				E 02	005 770 701 530 000	MOBILE HEATED CABINET		\$4,321.35	
				E 02	005 770 701 401 000	PLEASE SEE ATTACHED QUOTE		\$0.00	
		PO#: 67301	Voucher #:	68601	Invoice	Invoice No: 772708	8/20/2018	Paid Amt:	\$4,321.35
								Check Amount:	\$4,321.35
0162	FNB	59276	19933		CUMMINS, INC.		Check		
				E 01	005 760 720 305 000	Fees For Services-Reg Transportation		\$1,225.00	
		PO#:	Voucher #:	68653	Invoice	Invoice No: E3-2926, E3-2924	8/20/2018	Paid Amt:	\$1,225.00
								Check Amount:	\$1,225.00
0162	FNB	59277	1408		CUSTOM SPRINKLERS		Check		
				E 01	310 810 000 305 000	Fees For Services-Maintenance		\$2,290.00	
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$735.00	
		PO#:	Voucher #:	68512	Invoice	Invoice No: 5521	8/20/2018	Paid Amt:	\$3,025.00
								Check Amount:	\$3,025.00

## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59278	21204		<b>DARRELL'S AUTO GLASS</b>		Check		
				E 01 005 760 720 401 000	General Supplies-Reg Transportation			\$95.00	
				E 01 005 760 720 305 000	Fees For Services-Reg Transportation			\$60.00	
PO#:	Voucher #:	68644	Invoice	Invoice No: 26558		8/20/2018	Paid Amt:	\$155.00	
				E 01 005 760 720 305 000	Fees For Services-Reg Transportation			\$90.00	
				E 01 005 760 720 401 000	General Supplies-Reg Transportation			\$63.25	
PO#:	Voucher #:	68645	Invoice	Invoice No: 26559		8/20/2018	Paid Amt:	\$153.25	
							Check Amount:	\$308.25	
0162	FNB	59279	21406		<b>DECKER INC.</b>		Check		
				E 01 310 810 000 401 000	General Supplies-Maintenance			\$250.62	
PO#:	Voucher #:	68575	Invoice	Invoice No: 251667A		8/20/2018	Paid Amt:	\$250.62	
							Check Amount:	\$250.62	
0162	FNB	59280	22039		<b>DONDELINGER CHEVROLET-BUICK,IN</b>		Check		
				E 01 005 760 720 401 000	General Supplies-Reg Transportation			\$205.19	
PO#:	Voucher #:	68683	Invoice	Invoice No: 168532		8/20/2018	Paid Amt:	\$205.19	
							Check Amount:	\$205.19	
0162	FNB	59281	1447		<b>EAPC ARCHITECTS ENGINEERS</b>		Check		
				E 01 005 865 370 305 000	Consulting/Fees For Services			\$1,540.00	
PO#:	Voucher #:	68511	Invoice	Invoice No: 41342		8/20/2018	Paid Amt:	\$1,540.00	
				E 01 005 865 370 305 000	Consulting/Fees For Services			\$3,471.00	
PO#:	Voucher #:	68696	Invoice	Invoice No: 41574		8/20/2018	Paid Amt:	\$3,471.00	
							Check Amount:	\$5,011.00	
0162	FNB	59282	23159		<b>E-RATE COMPLETE, LLC</b>		Check		
				E 01 005 810 000 305 181	CONSULTING FEE E-RATE FOR 2018-2019,			\$500.00	
PO#: 67420	Voucher #:	68716	Invoice	Invoice No: 2315B		8/20/2018	Paid Amt:	\$500.00	
							Check Amount:	\$500.00	
0162	FNB	59283	27140		<b>FARMERS PUBLISHING CO., INC.</b>		Check		
				E 01 100 050 000 401 000	MILK TICKETS			\$130.88	
				E 01 100 050 000 401 000	ENVELOPES - #10 REGULAR - QTY - 2,500			\$178.60	
				E 01 100 050 000 401 000	WHITE REPORT CARD ENVELOPES W/PRI			\$113.00	
PO#: 67187	Voucher #:	68657	Invoice	Invoice No: 48806		8/20/2018	Paid Amt:	\$422.48	
				E 01 300 050 000 401 000	#10 BUSINES ENVELOPES - 5,000			\$316.78	
				E 01 300 050 000 401 000	#10 WINDOW ENVELOPES - 1,000			\$133.00	
				E 01 300 050 000 401 000	CARDSTOCK			\$68.44	
				E 01 300 050 000 401 000	CARDSTOCK			\$34.22	
				E 01 300 050 000 401 000	CARDSTOCK			\$46.16	
PO#: 67284	Voucher #:	68658	Invoice	Invoice No: 48846		8/20/2018	Paid Amt:	\$598.60	

## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59283	27140		FARMERS PUBLISHING CO., INC.		Check		
				E 02	005 770 701 305 000	AD FOR FOOD SERVICE OPENING - SHOPI		\$76.95	
PO#: 67416	Voucher #:	68659	Invoice	Invoice No:	48632	8/20/2018	Paid Amt:	\$76.95	
				E 01	005 110 000 401 000	#10 WINDOW ENVELOPES FOR DISTRICT		\$220.19	
PO#: 67382	Voucher #:	68660	Invoice	Invoice No:	48813	8/20/2018	Paid Amt:	\$220.19	
				E 04	005 583 354 401 000	REFERRALFORMS - SEE ATTACHED - TRIF		\$46.45	
				E 04	005 583 354 401 000	SUMMARY FORMS - SEE ATTACHED - DOU		\$44.97	
PO#: 67276	Voucher #:	68661	Invoice	Invoice No:	48826	8/20/2018	Paid Amt:	\$91.42	
				E 01	005 110 000 305 000	Fees For Services-Business Office		\$573.10	
PO#:	Voucher #:	68662	Invoice	Invoice No:	48560	8/20/2018	Paid Amt:	\$573.10	
								<b>Check Amount:</b>	<b>\$1,982.74</b>
0162	FNB	59284	1647		FERTILE-BELTRAMI SCHOOL DISTRICT #599		Check		
				E 04	005 586 332 305 132	Fees For Services- Youth Enrich. - S Rec		\$300.00	
PO#:	Voucher #:	68720	Invoice	Invoice No:	081318	8/20/2018	Paid Amt:	\$300.00	
								<b>Check Amount:</b>	<b>\$300.00</b>
0162	FNB	59285	28293		FLINN SCIENTIFIC, INC.		Check		
				E 01	300 260 000 430 000	PLEASE SEE ATTACHED		\$338.30	
				E 01	300 260 000 430 000	SHIPPING		\$42.39	
PO#: 67333	Voucher #:	68509	Invoice	Invoice No:	2224177	8/20/2018	Paid Amt:	\$380.69	
				E 01	300 260 000 430 000	PLEASE SEE ATTACHED		\$123.45	
				E 01	300 260 000 430 000	SHIPPING		\$19.95	
PO#: 67332	Voucher #:	68510	Invoice	Invoice No:	2224119	8/20/2018	Paid Amt:	\$143.40	
								<b>Check Amount:</b>	<b>\$524.09</b>
0162	FNB	59286	30521		GALEN'S SUPERMARKET		Check		
				E 01	300 292 000 490 295	Food-Athletic Support		\$199.50	
PO#:	Voucher #:	68668	Invoice	Invoice No:	20016, 20155	8/20/2018	Paid Amt:	\$199.50	
								<b>Check Amount:</b>	<b>\$199.50</b>
0162	FNB	59287	30935		GARDEN VALLEY TELEPHONE		Check		
				E 01	005 110 000 401 000	General Supplies-Business Office		\$551.00	
PO#:	Voucher #:	68568	Invoice	Invoice No:	13818	8/20/2018	Paid Amt:	\$551.00	
				E 04	005 580 325 320 000	Telephone -ECFE		\$38.16	
				E 04	005 505 321 320 000	Telephone-Comm Ed		\$38.16	
				E 01	310 810 000 320 000	Telephone-Maintenance		\$3,896.78	
PO#:	Voucher #:	68587	Invoice	Invoice No:	200761853	8/20/2018	Paid Amt:	\$3,973.10	
				E 01	310 810 000 320 000	Telephone-Maintenance		\$1,550.00	
PO#:	Voucher #:	68722	Invoice	Invoice No:	13839	8/20/2018	Paid Amt:	\$1,550.00	
								<b>Check Amount:</b>	<b>\$6,074.10</b>

## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
0162	FNB	59288	31859		GESELL, GARY		Check	
				E 01	005 865 384 401 000	General Supplies		\$960.00
PO#:	Voucher #:	68700	Invoice	Invoice No:	680700	8/20/2018	Paid Amt:	\$960.00
							Check Amount:	\$960.00
0162	FNB	59289	31981		GILLUND ENTERPRISES		Check	
				E 01	005 760 720 401 000	General Supplies-Reg Transportation		\$199.50
PO#:	Voucher #:	68640	Invoice	Invoice No:	844396	8/20/2018	Paid Amt:	\$199.50
							Check Amount:	\$199.50
0162	FNB	59290	33291		GRAINGER		Check	
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$1,073.94
PO#:	Voucher #:	68590	Invoice	Invoice No:	985117406	8/20/2018	Paid Amt:	\$1,073.94
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$496.00
PO#:	Voucher #:	68591	Invoice	Invoice No:	9851043928	8/20/2018	Paid Amt:	\$496.00
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$124.00
PO#:	Voucher #:	68593	Invoice	Invoice No:	9851637869	8/20/2018	Paid Amt:	\$124.00
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$32.92
PO#:	Voucher #:	68676	Invoice	Invoice No:	9860704072	8/20/2018	Paid Amt:	\$32.92
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$25.32
PO#:	Voucher #:	68677	Invoice	Invoice No:	9860824862	8/20/2018	Paid Amt:	\$25.32
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$137.96
PO#:	Voucher #:	68678	Invoice	Invoice No:	9861018274	8/20/2018	Paid Amt:	\$137.96
							Check Amount:	\$1,890.14
0162	FNB	59291	36111		HARWOOD OIL		Check	
				E 01	310 810 000 305 000	Fees For Services-Maintenance		\$30.00
PO#:	Voucher #:	68695	Invoice	Invoice No:	080918	8/20/2018	Paid Amt:	\$30.00
							Check Amount:	\$30.00
0162	FNB	59292	36593		HEINEMANN		Check	
				E 01	100 422 740 433 000	978-0-325-06079-8 FOUNTAS & PINNELL LLI		\$3,416.00
				E 01	100 422 740 433 000	978-0-325-02112-6 STUDENT FOLDERS - 18		\$108.00
				E 01	100 422 740 433 000	978-0-325-02111-9 TAKE-HOME BAGS - 6 PK		\$76.00
				E 01	100 422 740 433 000	978-0-325-07769-7 NEW BENCHMARK SYS1		\$425.00
				E 01	100 422 740 433 000	978-0-325-07770-3 NEW BENCHMARK SYS1		\$425.00
				E 01	100 422 740 433 000	978-0-325-02768-5 THE THING ABOUT NATH		\$10.75
				E 01	100 422 740 433 000	978-0-325-02565-0 FROM MILK TO ICE CRE,		\$23.00
				E 01	100 422 740 433 000	978-0-325-02534-6 ROAD BULDERS - 4 PK		\$23.00
				E 01	100 422 740 433 000	978-0-325-02538-4 THE HARE & THE TORTC		\$23.00
				E 01	100 422 740 433 000	978-0-325-02544-5 ALL ABOUT SONORAN D		\$23.00
				E 01	100 422 740 433 000	978-0-325-02548-3 CITY MOUSE COUNTRY		\$23.00

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## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59292	36593		HEINEMANN		Check		
				E 01	100 422 740 433 000	SHIPPING		\$411.82	
	PO#: 67245	Voucher #: 68553	Invoice	Invoice No: 6924857		8/20/2018			
							Paid Amt:	\$4,987.57	
							Check Amount:	\$4,987.57	
0162	FNB	59293	37131		HOME DEPOT CREDIT SERVICES		Check		
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$35.88	
	PO#:	Voucher #: 68581	Invoice	Invoice No: 3072200		8/20/2018			
							Paid Amt:	\$35.88	
							Check Amount:	\$35.88	
0162	FNB	59294	37835		HOUGHTON MIFFLIN CO.		Check		
				E 01	300 640 316 366 000	TRAINING FOR BILLIE HANSON		\$598.00	
				E 01	300 640 316 366 000	TRAINING FOR KATHERINE BERG HOLST		\$598.00	
	PO#: 67164	Voucher #: 68572	Invoice	Invoice No: 953849302		8/20/2018			
							Paid Amt:	\$1,196.00	
							Check Amount:	\$1,196.00	
0162	FNB	59295	1626		INTERACTIVE HEALTH TECHNOLOGIES		Check		
				E 01	300 211 000 406 000	PLEASE SEE THE ATTACHED QUOTE 3545		\$1,165.54	
				E 01	300 211 000 430 000	01-300-211-302-460-000		\$7,963.30	
24	PO#: 67130	Voucher #: 68588	Invoice	Invoice No: 000488		8/20/2018			
							Paid Amt:	\$9,128.84	
							Check Amount:	\$9,128.84	
0162	FNB	59296	43077		KENNEDY & GRAVEN, CHARTERED		Check		
				E 01	005 010 000 305 000	Fees for Service-School Board		\$5,688.44	
	PO#:	Voucher #: 68649	Invoice	Invoice No: 143787		8/20/2018			
							Paid Amt:	\$5,688.44	
				E 01	005 010 000 305 000	Fees for Service-School Board		\$1,561.00	
	PO#:	Voucher #: 68650	Invoice	Invoice No: 143788		8/20/2018			
							Paid Amt:	\$1,561.00	
							Check Amount:	\$7,249.44	
0162	FNB	59297	05598		KUBIAK'S FAMILY FOODS		Check		
				E 01	005 110 000 401 000	General Supplies-Business Office		\$27.45	
				E 01	005 010 000 401 000	General Supplies-School Board		\$19.46	
	PO#:	Voucher #: 68739	Invoice	Invoice No: JULY18		8/20/2018			
							Paid Amt:	\$46.91	
							Check Amount:	\$46.91	
0162	FNB	59298	41616		REMIT KURTZ BROTHERS, INC.		Check		
				E 01	100 203 000 401 000	PLEASE SEE ATTACHED SHEETS		\$287.89	
	PO#: 67213	Voucher #: 68554	Invoice	Invoice No: 35325.00		8/20/2018			
							Paid Amt:	\$287.89	
				E 01	100 203 000 401 000	BACKORDERED ITEMS		\$73.75	
	PO#: 67213	Voucher #: 68570	Invoice	Invoice No: 35325.01		8/20/2018			
							Paid Amt:	\$73.75	
							Check Amount:	\$361.64	



## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59299	44105		LAFAYETTE HIGH SCHOOL		Check		
				E 04	005 586 332 369 132	Travel - S. Rec.		\$280.00	
	PO#:	Voucher #:	68626	Invoice	Invoice No: 073018	8/20/2018	Paid Amt:	\$280.00	
							Check Amount:	\$280.00	
0162	FNB	59300	44131		LAKES CONCRETE PLUS, INC.		Check		
				E 01	005 865 384 401 000	General Supplies		\$1,058.00	
	PO#:	Voucher #:	68682	Invoice	Invoice No: 84200	8/20/2018	Paid Amt:	\$1,058.00	
							Check Amount:	\$1,058.00	
0162	FNB	59301	46136		LISTROM'S DISPOSAL, INC.		Check		
				E 01	310 810 000 330 000	Utilities-Maintenance		\$646.20	
	PO#:	Voucher #:	68665	Invoice	Invoice No: JULY18	8/20/2018	Paid Amt:	\$646.20	
							Check Amount:	\$646.20	
0162	FNB	59302	46808		MACKIN EDUCATIONAL RESOURCES		Check		
				E 01	100 620 000 470 000	ADDED BOOKS		\$2,297.34	
	PO#: 67266	Voucher #:	68527	Invoice	Invoice No: 543444	8/20/2018	Paid Amt:	\$2,297.34	
				E 01	300 620 000 470 000	PLEASE SEE ATTACHED		\$2,132.34	
25	PO#: 67366	Voucher #:	68620	Invoice	Invoice No: 544943	8/20/2018	Paid Amt:	\$2,132.34	
				E 01	100 620 000 470 000	PLEASE SEE ATTACHED LIST FOR BES ME		\$1,564.48	
	PO#: 67266	Voucher #:	68688	Invoice	Invoice No: 545602	8/20/2018	Paid Amt:	\$1,564.48	
							Check Amount:	\$5,994.16	
0162	FNB	59303	47595		MARCO, INC.		Check		
				E 01	300 211 000 380 000	Computer/Technology Lease		\$472.08	
				E 01	030 211 305 380 000	Computer/Technology Lease		\$19.67	
				E 01	005 760 720 380 000	Computer/Technology Lease		\$39.34	
				E 01	005 110 000 380 000	Computer/Technology Lease		\$78.65	
				E 01	100 203 000 380 000	Computer/Technology Lease		\$216.37	
				E 04	005 505 321 380 000	Computer/Technology Lease		\$39.34	
	PO#:	Voucher #:	68651	Invoice	Invoice No: 363000407	8/20/2018	Paid Amt:	\$865.45	
				E 01	300 211 000 380 000	Computer/Technology Lease		\$1,329.45	
	PO#:	Voucher #:	68721	Invoice	Invoice No: 363680182	8/20/2018	Paid Amt:	\$1,329.45	
				E 01	100 203 000 380 000	Computer/Technology Lease		\$2,016.65	
	PO#:	Voucher #:	68730	Invoice	Invoice No: 363680380	8/20/2018	Paid Amt:	\$2,016.65	
							Check Amount:	\$4,211.55	
0162	FNB	59304	49273		MEDTOX LABORATORIES		Check		
				E 01	005 110 000 305 160	Fees For Services-Drug Testing		\$132.64	
	PO#:	Voucher #:	68502	Invoice	Invoice No: JUNE18	8/20/2018	Paid Amt:	\$132.64	
							Check Amount:	\$132.64	

## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59305	48402		<b>MENARDS-BEMIDJI</b>		Check		
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$110.24	
PO#:		Voucher #:	68578	Invoice	Invoice No: 53610	8/20/2018	Paid Amt:	\$110.24	
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$449.06	
PO#:		Voucher #:	68679	Invoice	Invoice No: 54755	8/20/2018	Paid Amt:	\$449.06	
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$126.39	
PO#:		Voucher #:	68734	Invoice	Invoice No: 55212	8/20/2018	Paid Amt:	\$126.39	
								<b>Check Amount:</b>	<b>\$685.69</b>
0162	FNB	59306	50656		<b>MIDWEST BUS PARTS, INC</b>		Check		
				E 01	005 760 720 401 000	General Supplies-Reg Transportation		\$744.00	
PO#:		Voucher #:	68701	Invoice	Invoice No: 109562	8/20/2018	Paid Amt:	\$744.00	
				E 01	005 760 720 401 000	General Supplies-Reg Transportation		\$302.21	
PO#:		Voucher #:	68702	Invoice	Invoice No: 108839	8/20/2018	Paid Amt:	\$302.21	
								<b>Check Amount:</b>	<b>\$1,046.21</b>
0162	FNB	59307	1618		<b>MIDWEST PLAYSCAPES</b>		Check		
				E 01	005 865 347 401 000	PLAYGROUND WOOD FIBER TO BE DELIVE		\$3,158.00	
PO#:	67095	Voucher #:	68582	Invoice	Invoice No: 7998	8/20/2018	Paid Amt:	\$3,158.00	
								<b>Check Amount:</b>	<b>\$3,158.00</b>
0162	FNB	59308	52329		<b>MINN ST H.S. MATH LEAGUE</b>		Check		
				E 01	300 291 000 369 140	ANNUAL MEMBERSHIP FEE		\$600.00	
PO#:	67346	Voucher #:	68556	Invoice	Invoice No: 072018	8/20/2018	Paid Amt:	\$600.00	
								<b>Check Amount:</b>	<b>\$600.00</b>
0162	FNB	59309	52095		<b>MINNESOTA SCHOOL BOARDS ASSOC.</b>		Check		
				E 01	005 020 000 366 000	Travel-Supt. Office		\$390.00	
				E 01	100 050 000 366 000	Travel-Elem Office		\$390.00	
				E 01	300 050 000 366 000	Travel-HS Office		\$390.00	
PO#:		Voucher #:	68718	Invoice	Invoice No: 20067Z5V6N2	8/20/2018	Paid Amt:	\$1,170.00	
								<b>Check Amount:</b>	<b>\$1,170.00</b>
0162	FNB	59310	52325		<b>MINNESOTA ST H.S. LEAGUE</b>		Check		
				E 01	300 292 000 401 295	General Supplies-Athletic Support		\$686.00	
PO#:		Voucher #:	68673	Invoice	Invoice No: 033171	8/20/2018	Paid Amt:	\$686.00	
				E 01	300 292 000 820 295	Dues,Memberships,Lic, Fees		\$2,080.00	
PO#:		Voucher #:	68674	Invoice	Invoice No: 033316	8/20/2018	Paid Amt:	\$2,080.00	
								<b>Check Amount:</b>	<b>\$2,766.00</b>
0162	FNB	59311	55660		<b>NAYLOR'S HEATING AND REFRIGERATION, LLC.</b>		Check		
				E 01	310 810 000 305 000	Fees For Services-Maintenance		\$174.48	
PO#:		Voucher #:	68666	Invoice	Invoice No: 128774	8/20/2018	Paid Amt:	\$174.48	

## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59311	55660		<b>NAYLOR'S HEATING AND REFRIGERATION, LLC.</b>		Check		
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$74.76	
PO#:		Voucher #:	68667	Invoice	Invoice No: 128620	8/20/2018	Paid Amt:	\$74.76	
				E 01	005 865 366 530 000	Equipment-Indoor Air Quality		\$108,421.76	
PO#:		Voucher #:	68680	Invoice	Invoice No: PAYAP1	8/20/2018	Paid Amt:	\$108,421.76	
							Check Amount:	\$108,671.00	
0162	FNB	59312	57845		<b>NORTH CENTRAL PARTS &amp; SERVICE</b>		Check		
				E 01	005 760 720 401 000	General Supplies-Reg Transportation		\$75.38	
PO#:		Voucher #:	68705	Invoice	Invoice No: 251941X1	8/20/2018	Paid Amt:	\$75.38	
				E 01	005 760 720 401 000	General Supplies-Reg Transportation		\$29.70	
PO#:		Voucher #:	68706	Invoice	Invoice No: 251900	8/20/2018	Paid Amt:	\$29.70	
				E 01	005 760 720 401 000	General Supplies-Reg Transportation		\$41.31	
PO#:		Voucher #:	68707	Invoice	Invoice No: 251941	8/20/2018	Paid Amt:	\$41.31	
				E 01	005 760 720 401 000	General Supplies-Reg Transportation		\$161.71	
PO#:		Voucher #:	68708	Invoice	Invoice No: 251671X1	8/20/2018	Paid Amt:	\$161.71	
							Check Amount:	\$308.10	
0162	FNB	59313	58394		<b>NORTHWEST EVALUATION ASSOCIATI</b>		Check		
				E 01	100 203 000 461 000	MAP GROWTH SCIENCE TESTS		\$240.00	
PO#: 67410		Voucher #:	68654	Invoice	Invoice No: 7348	8/20/2018	Paid Amt:	\$240.00	
							Check Amount:	\$240.00	
0162	FNB	59314	58420		<b>NORTHWEST SERVICE COOPERATIVE</b>		Check		
				E 01	005 865 352 305 000	Fees For Services-Enviro-H&S Mgmt		\$5,215.64	
PO#:		Voucher #:	68505	Invoice	Invoice No: 2187	8/20/2018	Paid Amt:	\$5,215.64	
				E 01	005 865 352 305 000	Fees For Services-Enviro-H&S Mgmt		\$1,567.98	
PO#:		Voucher #:	68506	Invoice	Invoice No: 2209	8/20/2018	Paid Amt:	\$1,567.98	
				E 01	005 110 000 820 000	Dues and Membership-Business Office		\$1,200.00	
PO#:		Voucher #:	68507	Invoice	Invoice No: 2248	8/20/2018	Paid Amt:	\$1,200.00	
							Check Amount:	\$7,983.62	
0162	FNB	59315	59060		<b>OFFICE DEPOT, INC.</b>		Check		
				E 01	005 110 000 401 000	ELECTRIC HOLE PUNCH		\$118.12	
PO#: 67426		Voucher #:	68711	Invoice	Invoice No: 180807112001	8/20/2018	Paid Amt:	\$118.12	
							Check Amount:	\$118.12	
0162	FNB	59316	61888		<b>PIONEER</b>		Check		
				E 01	300 292 000 401 295	General Supplies-Athletic Support		\$1,647.00	
PO#:		Voucher #:	68694	Invoice	Invoice No: 686152	8/20/2018	Paid Amt:	\$1,647.00	
							Check Amount:	\$1,647.00	
0162	FNB	59317	62215		<b>POPPLERS MUSIC INC</b>		Check		
				E 01	100 258 000 430 000	RCA2524 RICO CLARINET REED 2.5		\$47.95	

## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59317	62215		<b>POPPLERS MUSIC INC</b>		Check		
				E 01	100 258 000 430 000	RJA2525 RICO ALTO SAX REED 2.5		\$66.95	
				E 01	100 258 000 430 000	00862566 ESSENTIAL ELEMENTS BOOK 1 -		\$21.98	
				E 01	100 258 000 430 000	00862582 ESSENTIAL ELEMENTS BOOK 1 F		\$35.98	
				E 01	100 258 000 430 000	CLBARIS BARI CLARINET REED		\$17.95	
				E 01	100 258 000 430 000	ASBARIS BARI SAX REED		\$17.95	
	PO#: 67231	Voucher #: 68690	Invoice	Invoice No: 2168351		8/20/2018	Paid Amt:	\$208.76	
							Check Amount:	\$208.76	
0162	FNB	59318	63020		<b>PUBLIC UTILITIES</b>		Check		
				E 01	310 810 000 330 000	Utilities-Maintenance		\$18,123.88	
	PO#:	Voucher #: 68652	Invoice	Invoice No: JULY18		8/20/2018	Paid Amt:	\$18,123.88	
							Check Amount:	\$18,123.88	
0162	FNB	59319	63365		<b>QUILL CORPORATION</b>		Check		
				E 01	005 760 720 401 000	FILE FOLDERS		\$34.78	
				E 01	005 760 720 401 000	CHAIR		\$99.99	
	PO#: 67392	Voucher #: 68520	Invoice	Invoice No: 8460354		8/20/2018	Paid Amt:	\$134.77	
				E 01	100 200 000 401 000	PLEASE SEE ATTACHED		\$163.02	
	PO#: 67388	Voucher #: 68541	Invoice	Invoice No: 8356862		8/20/2018	Paid Amt:	\$163.02	
				E 01	100 200 000 401 000	BACKORDERED ITEMS		\$13.54	
	PO#: 67388	Voucher #: 68542	Invoice	Invoice No: 8355017		8/20/2018	Paid Amt:	\$13.54	
				E 01	100 200 000 401 000	BACKORDERED ITEMS		\$18.38	
	PO#: 67388	Voucher #: 68543	Invoice	Invoice No: 8390367		8/20/2018	Paid Amt:	\$18.38	
				E 01	300 211 000 401 000	9X11.5 LETTER LAMINATING POUCHES - 5		\$99.98	
				E 01	300 211 000 401 000	9X11.5 LETTER LAMINATING POUCHES - 3		\$91.98	
				E 01	300 211 000 401 000	COUPON		(\$50.00)	
	PO#: 67387	Voucher #: 68549	Invoice	Invoice No: 8348281		8/20/2018	Paid Amt:	\$141.96	
				E 01	005 760 720 401 000	1" BLACK BINDERS		\$116.74	
	PO#: 67411	Voucher #: 68600	Invoice	Invoice No: 8710409		8/20/2018	Paid Amt:	\$116.74	
							Check Amount:	\$588.41	
0162	FNB	59320	42445		<b>R &amp; J BROADCASTING, INC.</b>		Check		
				E 01	005 110 000 305 000	Fees For Services-Business Office		\$6,150.00	
	PO#:	Voucher #: 68736	Invoice	Invoice No: 081518		8/20/2018	Paid Amt:	\$6,150.00	
							Check Amount:	\$6,150.00	
0162	FNB	59321	54280		<b>RAMSRUD AUTO PARTS</b>		Check		
				E 01	005 760 720 401 000	General Supplies-Reg Transportation		\$1,088.06	
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$85.52	
	PO#:	Voucher #: 68704	Invoice	Invoice No: JULY18		8/20/2018	Paid Amt:	\$1,173.58	
							Check Amount:	\$1,173.58	

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## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59322	64377		REALLY GOOD STUFF, INC.		Check		
				E 01	100 203 000 430 000	PLEASE SEE ATTACHED		\$151.84	
	PO#: 67423	Voucher #: 68728		Invoice	Invoice No: 6573060	8/20/2018			
								Paid Amt:	\$151.84
								Check Amount:	\$151.84
0162	FNB	59323	64630		REGION I ESV		Check		
				E 01	005 110 000 305 000	Fees For Services-Business Office		\$204.00	
	PO#:	Voucher #: 68550		Invoice	Invoice No: 6644	8/20/2018			
				E 01	005 110 000 305 000	Synergy Hosting & Support		\$6,639.39	
	PO#:	Voucher #: 68717		Invoice	Invoice No: 6819	8/20/2018			
								Paid Amt:	\$6,639.39
								Check Amount:	\$6,843.39
0162	FNB	59324	65237		RICHARDS PUBLISHING CO		Check		
				E 01	005 110 000 305 000	Fees For Services-Business Office		\$138.00	
	PO#:	Voucher #: 68625		Invoice	Invoice No: 00521685	8/20/2018			
								Paid Amt:	\$138.00
								Check Amount:	\$138.00
0162	FNB	59325	65899		ROYAL TIRE, INC.		Check		
				E 01	005 760 720 401 000	General Supplies-Reg Transportation		\$882.31	
20	PO#:	Voucher #: 68522		Invoice	Invoice No: 317-32620	8/20/2018			
				E 01	005 760 720 401 000	General Supplies-Reg Transportation		\$272.74	
	PO#:	Voucher #: 68523		Invoice	Invoice No: 317-32619	8/20/2018			
								Paid Amt:	\$272.74
								Check Amount:	\$1,155.05
0162	FNB	59326	1263		SCHOOL MESSENGER		Check		
				E 01	005 810 000 820 181	SCHOOL MESSENGER ALERT SYSTEM - AI		\$2,457.00	
	PO#: 67431	Voucher #: 68735		Invoice	Invoice No: 96058	8/20/2018			
								Paid Amt:	\$2,457.00
								Check Amount:	\$2,457.00
0162	FNB	59327	67160		SCHOOL SPECIALTY, INC.		Check		
				E 01	300 710 000 401 000	PLEASE SEE ATTACHED		\$157.99	
	PO#: 67367	Voucher #: 68528		Invoice	Invoice No: 308103042328	8/20/2018			
				E 01	300 260 000 401 000	PLEASE SEE ATTACHED		\$259.06	
				E 01	300 260 000 430 000	PLEASE SEE ATTACHED		\$40.35	
	PO#: 67330	Voucher #: 68529		Invoice	Invoice No: 208120783749	8/20/2018			
				E 01	300 270 000 401 000	PLEASE SEE ATTACHED		\$140.23	
	PO#: 67340	Voucher #: 68530		Invoice	Invoice No: 208120755227	8/20/2018			
				E 01	300 260 000 401 000	PLEASE SEE ATTACHED		\$348.89	
	PO#: 67334	Voucher #: 68531		Invoice	Invoice No: 208120755226	8/20/2018			
				E 01	300 255 000 401 000	PLEASE SEE ATTACHED		\$104.35	
	PO#: 67315	Voucher #: 68532		Invoice	Invoice No: 208120755237	8/20/2018			
				E 01	300 050 000 401 000	PLEASE SEE ATTACHED		\$654.22	
	PO#: 67278	Voucher #: 68533		Invoice	Invoice No: 308103039401	8/20/2018			
								Paid Amt:	\$654.22

## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0162	FNB	59327	67160		SCHOOL SPECIALTY, INC.		Check
				E 01 300 260 000 430 000	PLEASE SEE ATTACHED	\$97.47	
	PO#: 67336	Voucher #:	68534	Invoice	Invoice No: 208120755231	8/20/2018	Paid Amt: \$97.47
				E 01 300 211 000 401 000	PLEASE SEE ATTACHED	\$121.91	
	PO#: 67355	Voucher #:	68535	Invoice	Invoice No: 208120755142	8/20/2018	Paid Amt: \$121.91
				E 01 300 211 000 401 000	PLEASE SEE ATTACHED	\$213.57	
	PO#: 67286	Voucher #:	68536	Invoice	Invoice No: 308103038128	8/20/2018	Paid Amt: \$213.57
				E 01 300 211 000 401 000	PLEASE SEE ATTACHED	\$830.55	
	PO#: 67288	Voucher #:	68537	Invoice	Invoice No: 308103038129	8/20/2018	Paid Amt: \$830.55
				E 01 300 256 000 401 000	PLEASE SEE ATTACHED	\$182.34	
	PO#: 67323	Voucher #:	68538	Invoice	Invoice No: 208120754805	8/20/2018	Paid Amt: \$182.34
				E 01 300 256 000 401 000	PLEASE SEE ATTACHED	\$195.48	
	PO#: 67324	Voucher #:	68539	Invoice	Invoice No: 208120754806	8/20/2018	Paid Amt: \$195.48
				E 01 300 211 000 401 000	PLEASE SEE ATTACHED	\$49.00	
	PO#: 67289	Voucher #:	68540	Invoice	Invoice No: 308103042310	8/20/2018	Paid Amt: \$49.00
				E 01 100 203 000 401 000	BACKORDERED ITEMS	\$26.25	
	PO#: 67195	Voucher #:	68551	Invoice	Invoice No: 208120723351	8/20/2018	Paid Amt: \$26.25
				E 01 300 211 000 401 000	PLEASE SEE ATTACHED	\$102.78	
	PO#: 67287	Voucher #:	68552	Invoice	Invoice No: 208120721667	8/20/2018	Paid Amt: \$102.78
				E 01 300 220 000 401 000	PLEASE SEE ATTACHED	\$165.53	
	PO#: 67303	Voucher #:	68557	Invoice	Invoice No: 308103043728	8/20/2018	Paid Amt: \$165.53
				E 01 300 220 000 401 000	PLEASE SEE ATTACHED	\$136.07	
	PO#: 67305	Voucher #:	68558	Invoice	Invoice No: 308103043729	8/20/2018	Paid Amt: \$136.07
				E 01 300 230 000 401 000	PLEASE SEE ATTACHED ORDER	\$103.38	
	PO#: 67306	Voucher #:	68559	Invoice	Invoice No: 308103043730	8/20/2018	Paid Amt: \$103.38
				E 01 300 241 000 401 000	PLEASE SEE ATTACHED SHEETS	\$63.93	
	PO#: 67309	Voucher #:	68560	Invoice	Invoice No: 308103043732	8/20/2018	Paid Amt: \$63.93
				E 01 300 256 000 401 000	PLEASE SEE ATTACHED	\$298.93	
	PO#: 67322	Voucher #:	68561	Invoice	Invoice No: 308103043737	8/20/2018	Paid Amt: \$298.93
				E 01 300 259 000 401 000	PLEASE SEE ATTACHED	\$130.53	
				E 01 300 259 000 430 000	PLEASE SEE ATTACHED	\$68.80	
	PO#: 67328	Voucher #:	68562	Invoice	Invoice No: 308103043742	8/20/2018	Paid Amt: \$199.33
				E 01 300 260 000 401 000	PLEASE SEE ATTACHED	\$126.25	
	PO#: 67329	Voucher #:	68563	Invoice	Invoice No: 308103043743	8/20/2018	Paid Amt: \$126.25
				E 01 300 270 000 401 000	PLEASE SEE ATTACHED	\$45.40	
				E 01 300 270 000 430 000	PLEASE SEE ATTACHED	\$110.79	
	PO#: 67342	Voucher #:	68564	Invoice	Invoice No: 308103043744	8/20/2018	Paid Amt: \$156.19
				E 01 300 291 000 401 112	PLEASE SEE ATTACHED	\$53.20	
	PO#: 67344	Voucher #:	68565	Invoice	Invoice No: 208120809362	8/20/2018	Paid Amt: \$53.20

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## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59327	67160		SCHOOL SPECIALTY, INC.		Check		
				E 01 300 291 000 401 141	PLEASE SEE ATTACHED			\$58.13	
	PO#: 67345	Voucher #: 68566		Invoice	Invoice No: 308103043757	8/20/2018	Paid Amt:		\$58.13
				E 01 300 211 000 401 000	PLEASE SEE ATTACHED			\$227.99	
	PO#: 67353	Voucher #: 68567		Invoice	Invoice No: 308103043758	8/20/2018	Paid Amt:		\$227.99
				E 01 300 270 000 401 000	PLEASE SEE ATTACHED			\$200.16	
	PO#: 67341	Voucher #: 68573		Invoice	Invoice No: 308103046743	8/20/2018	Paid Amt:		\$200.16
				E 01 005 110 000 401 000	PLEASE SEE ATTACHED			\$97.25	
	PO#: 67407	Voucher #: 68594		Invoice	Invoice No: 208120906079	8/20/2018	Paid Amt:		\$97.25
				E 01 300 710 000 401 000	PLEASE SEE ATTACHED			\$62.85	
	PO#: 67368	Voucher #: 68595		Invoice	Invoice No: 308103053603	8/20/2018	Paid Amt:		\$62.85
				E 01 300 211 000 401 000	PLEASE SEE ATTACHED			\$259.22	
	PO#: 67352	Voucher #: 68596		Invoice	Invoice No: 308103053600	8/20/2018	Paid Amt:		\$259.22
				E 01 300 220 000 401 000	PLEASE SEE ATTACHED			\$172.04	
	PO#: 67304	Voucher #: 68597		Invoice	Invoice No: 308103053565	8/20/2018	Paid Amt:		\$172.04
				E 01 300 211 000 401 000	PLEASE SEE ATTACHED ORDER			\$524.16	
	PO#: 67281	Voucher #: 68598		Invoice	Invoice No: 308103053540	8/20/2018	Paid Amt:		\$524.16
				E 01 100 203 000 401 000	BACKORDERED ITEMS			\$2.66	
	PO#: 67232	Voucher #: 68599		Invoice	Invoice No: 208120905329	8/20/2018	Paid Amt:		\$2.66
				E 01 005 110 000 401 000	PLEASE SEE ATTACHED			\$97.08	
	PO#: 67402	Voucher #: 68621		Invoice	Invoice No: 308103060354	8/20/2018	Paid Amt:		\$97.08
				E 01 300 212 000 430 000	PLEASE SEE ATTACHED			\$170.94	
				E 01 300 212 000 430 000	INSTRUCTIONAL SUPPLIES			\$2,749.94	
	PO#: 67294	Voucher #: 68622		Invoice	Invoice No: 308103092388	8/20/2018	Paid Amt:		\$2,920.88
				E 01 100 050 000 401 000	PLEASE SEE ATTACHED			\$233.23	
	PO#: 67404	Voucher #: 68623		Invoice	Invoice No: 308103064012	8/20/2018	Paid Amt:		\$233.23
				E 01 100 422 740 401 000	PLEASE SEE ATTACHED			\$157.01	
	PO#: 67405	Voucher #: 68624		Invoice	Invoice No: 308103094013	8/20/2018	Paid Amt:		\$157.01
				E 01 100 203 000 401 000	PLEASE SEE ATTACHED			\$158.73	
	PO#: 67412	Voucher #: 68656		Invoice	Invoice No: 308103070718	8/20/2018	Paid Amt:		\$158.73
				E 01 300 620 000 401 000	PLEASE SEE ATTACHED			\$295.65	
	PO#: 67356	Voucher #: 68710		Invoice	Invoice No: 308103078759	8/20/2018	Paid Amt:		\$295.65
							Check Amount:		\$10,294.29
0162	FNB	59328	1384		SEABERG SOLAR SALT		Check		
				E 01 310 810 000 401 000	General Supplies-Maintenance			\$200.40	
	PO#:	Voucher #: 68517		Invoice	Invoice No: 2985	8/20/2018	Paid Amt:		\$200.40
				E 01 310 810 000 401 000	General Supplies-Maintenance			\$466.80	
	PO#:	Voucher #: 68518		Invoice	Invoice No: 2986	8/20/2018	Paid Amt:		\$466.80
							Check Amount:		\$667.20

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## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59329	67878		SFM		Check		
				E 01	100 203 000 270 000	Worker's Compensation-Elem		\$20,562.50	
				E 01	300 211 000 270 000	Worker's Compensation-High School		\$20,562.50	
PO#:	Voucher #:	68729	Invoice	Invoice No:	33539.211	8/20/2018	Paid Amt:	\$41,125.00	
							Check Amount:	\$41,125.00	
0162	FNB	59330	69235		SOLID BOTTOM SEPTIC		Check		
				E 04	005 586 332 305 132	Fees For Services- Youth Enrich. - S Rec		\$648.00	
PO#:	Voucher #:	68724	Invoice	Invoice No:	081318	8/20/2018	Paid Amt:	\$648.00	
							Check Amount:	\$648.00	
0162	FNB	59331	1644		STUDENT REACH MINNESOTA		Check		
				E 01	300 211 000 305 179	Fees For Services-Lyceum		\$500.00	
PO#:	Voucher #:	68586	Invoice	Invoice No:	092418	8/20/2018	Paid Amt:	\$500.00	
							Check Amount:	\$500.00	
0162	FNB	59332	72521		SUMMIT FIRE PROTECTION		Check		
				E 01	005 865 363 401 000	General Supplies		\$500.00	
				E 01	005 865 363 305 000	Fees For Services		\$420.00	
PO#:	Voucher #:	68697	Invoice	Invoice No:	1280340	8/20/2018	Paid Amt:	\$920.00	
				E 01	005 865 363 305 000	Fees For Services		\$196.00	
				E 01	005 865 363 401 000	General Supplies		\$577.50	
PO#:	Voucher #:	68698	Invoice	Invoice No:	1287775	8/20/2018	Paid Amt:	\$773.50	
				E 01	005 865 363 305 000	Fees For Services		\$594.50	
				E 01	005 865 363 401 000	General Supplies		\$128.25	
PO#:	Voucher #:	68699	Invoice	Invoice No:	1287780	8/20/2018	Paid Amt:	\$722.75	
				E 01	005 865 363 401 000	General Supplies		\$315.50	
				E 01	005 865 363 305 000	Fees For Services		\$105.00	
PO#:	Voucher #:	68741	Invoice	Invoice No:	1287774	8/20/2018	Paid Amt:	\$420.50	
							Check Amount:	\$2,836.75	
0162	FNB	59333	1530		SUPERIOR MATH SUPPLIES		Check		
				E 01	300 256 000 430 000	M150243 GRAPH STICKERS ACCENTUATEI		\$42.00	
				E 01	300 256 000 430 000	M150247 GRAPH STICKERS 1ST QUADRAN		\$42.00	
				E 01	300 256 000 430 000	M150241 GRAPH STICKERS #D AXIS		\$42.00	
				E 01	300 256 000 430 000	HANDLING		\$4.50	
PO#: 67326	Voucher #:	68521	Invoice	Invoice No:	00167419	8/20/2018	Paid Amt:	\$130.50	
							Check Amount:	\$130.50	
0162	FNB	59334	74179		TEAM LABORATORY CHEMICAL CORP.		Check		
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$292.00	
PO#:	Voucher #:	68519	Invoice	Invoice No:	0012040	8/20/2018	Paid Amt:	\$292.00	

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## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59334	74179		TEAM LABORATORY CHEMICAL CORP.		Check		
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$549.84	
		PO#:	Voucher #:	68733	Invoice	Invoice No: 0012535		8/20/2018	
							Paid Amt:	\$549.84	
							Check Amount:	\$841.84	
0162	FNB	59335	74181		TECH CHECK, LLC		Check		
				E 01	005 810 000 305 181	Consulting/Fees For Services-Technology		\$480.00	
		PO#:	Voucher #:	68719	Invoice	Invoice No: 35390		8/20/2018	
							Paid Amt:	\$480.00	
							Check Amount:	\$480.00	
0162	FNB	59336	75095		THIRTEEN TOWNS		Check		
				E 01	005 110 000 305 000	Fees For Services-Business Office		\$170.80	
		PO#:	Voucher #:	68689	Invoice	Invoice No: 11278		8/20/2018	
							Paid Amt:	\$170.80	
							Check Amount:	\$170.80	
0162	FNB	59337	1638		TPRS BOOKS		Check		
				E 01	300 230 000 430 000	PLEASE SEE ATTACHED SHEETS		\$338.00	
				E 01	300 230 000 430 000	SHIPPING		\$30.00	
		PO#: 67307	Voucher #:	68655	Invoice	Invoice No: 14674		8/20/2018	
							Paid Amt:	\$368.00	
							Check Amount:	\$368.00	
0162	FNB	59338	76130		TRAINING ROOM, INC.		Check		
				E 01	300 292 000 401 295	General Supplies-Athletic Support		\$581.87	
		PO#:	Voucher #:	68740	Invoice	Invoice No: 93116		8/20/2018	
							Paid Amt:	\$581.87	
							Check Amount:	\$581.87	
0162	FNB	59339	77510		TWIN PINES GOLF COURSE		Check		
				E 01	300 294 000 820 206	Dues-Boys Golf		\$2,000.00	
				E 01	300 296 000 820 206	Dues-Girls Golf		\$2,000.00	
		PO#:	Voucher #:	68712	Invoice	Invoice No: 2017-6886		8/20/2018	
							Paid Amt:	\$4,000.00	
							Check Amount:	\$4,000.00	
0162	FNB	59340	1087		ULINE		Check		
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$481.42	
		PO#:	Voucher #:	68732	Invoice	Invoice No: 100049818		8/20/2018	
							Paid Amt:	\$481.42	
							Check Amount:	\$481.42	
0162	FNB	59341	79179		VERIZON WIRELESS		Check		
				E 01	310 810 000 320 000	Telephone-Maintenance		\$140.04	
		PO#:	Voucher #:	68725	Invoice	Invoice No: 9811863728		8/20/2018	
							Paid Amt:	\$140.04	
							Check Amount:	\$140.04	
0162	FNB	59342	1388		W. W. THOMPSON CONCRETE PRODUCTS		Check		
				E 01	310 810 000 401 000	General Supplies-Maintenance		\$710.00	
		PO#:	Voucher #:	68703	Invoice	Invoice No: 1808-754581		8/20/2018	
							Paid Amt:	\$710.00	
							Check Amount:	\$710.00	

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## Bagley Public Schools #162 August 2018 Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	59343	80788		<b>WESTWOOD BUILDING CENTER, INC.</b>		Check		
				E 01 310 810 000 401 000	General Supplies-Maintenance			\$701.19	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68664</b>	Invoice	<b>Invoice No:</b>	JULY18	<b>8/20/2018</b>	<b>Paid Amt:</b>	<b>\$701.19</b>	
							<b>Check Amount:</b>	<b>\$701.19</b>	
0162	FNB	59344	80625		<b>WILCOX PAPER</b>		Check		
				E 01 005 110 000 401 000	WHITE 8.5X11 PAPER, 20#, 92 BRIGHT			\$3,896.00	
				E 01 005 110 000 401 000	WHITE 11X17 PAPER, 20#, 92 BRIGHT			\$52.20	
				E 01 005 110 000 401 000	BLUE - BOTTLE ROCKET			\$138.00	
				E 01 005 110 000 401 000	BUFF - BOOMIN'			\$34.50	
				E 01 005 110 000 401 000	CANARY - CRACKLING			\$69.00	
				E 01 005 110 000 401 000	GOLDEN GLIMMER			\$34.50	
				E 01 005 110 000 401 000	GREEN - POPPER-MINT			\$103.50	
				E 01 005 110 000 401 000	ORCHID - ECHO			\$103.50	
				E 01 005 110 000 401 000	PINK - POWDER			\$138.00	
				E 01 005 110 000 401 000	SALMON - JAMMIN'			\$69.00	
				E 01 005 110 000 401 000	TAN - RAT-A-TAT			\$34.50	
				E 01 005 110 000 401 000	PUMPKIN GLOW			\$69.00	
				E 01 005 110 000 401 000	EMERALD THUNDER			\$116.40	
				E 01 005 110 000 401 000	ROMAN CANDLE			\$116.40	
				E 01 005 110 000 401 000	LEMON ZEST			\$58.20	
<b>PO#: 67137</b>	<b>Voucher #:</b>	<b>68544</b>	Invoice	<b>Invoice No:</b>	351605	<b>8/20/2018</b>	<b>Paid Amt:</b>	<b>\$5,032.70</b>	
				E 01 005 110 000 401 000	WHITE 8.5X11 PAPER, 20#, 92 BRIGHT			\$3,896.00	
<b>PO#: 67137</b>	<b>Voucher #:</b>	<b>68545</b>	Invoice	<b>Invoice No:</b>	351606	<b>8/20/2018</b>	<b>Paid Amt:</b>	<b>\$3,896.00</b>	
				E 01 005 110 000 401 000	PASTEL PAPER - BOISE - 8.5X11			\$0.00	
				E 01 005 110 000 401 000	CHERRY - CHARGE			\$103.50	
				E 01 005 110 000 401 000	BRIGHT PAPER -BOISE - 8.5X11			\$0.00	
				E 01 005 110 000 401 000	LIGHTING LIME			\$116.40	
<b>PO#: 67137</b>	<b>Voucher #:</b>	<b>68546</b>	Invoice	<b>Invoice No:</b>	351607	<b>8/20/2018</b>	<b>Paid Amt:</b>	<b>\$219.90</b>	
							<b>Check Amount:</b>	<b>\$9,148.60</b>	
0162	FNB	59345	81075		<b>WILLBERGS AUTO CENTER</b>		Check		
				E 01 310 810 000 401 000	General Supplies-Maintenance			\$97.33	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68589</b>	Invoice	<b>Invoice No:</b>	22773, 22779, 22783	<b>8/20/2018</b>	<b>Paid Amt:</b>	<b>\$97.33</b>	
							<b>Check Amount:</b>	<b>\$97.33</b>	
								<b>Report Total:</b>	<b>\$342,521.15</b>

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**Bagley Public Schools #162**  
**August 2018 Check Register**  
**Fund Summary**

<b>Fund</b>	<b>Description</b>	<b>Total</b>
01	General Fund	\$329,987.25
02	Food Service	\$4,398.30
04	Community Services	\$8,135.60
<b>Report Total</b>		<b>\$342,521.15</b>

## Bagley Public Schools #162 July 2018 Hand Payables Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	32623	1209		MASSP		Check		
				B 01	131 000	Travel-HS Office		\$360.00	
PO#:	Voucher #:	68332	Invoice	Invoice No:	062618	7/1/2018	Paid Amt:	\$360.00	
							Check Amount:	\$360.00	
0162	FNB	32627	01380		AMERICAN FAMILY LIFE ASSUR CO		Check		
				B 01	215 030	Insurance Payable		\$374.66	
PO#:	Voucher #:	68114	Invoice	Invoice No:	M2018112	7/2/2018	Paid Amt:	\$374.66	
				B 01	215 030	Insurance Payable		\$362.41	
PO#:	Voucher #:	68333	Invoice	Invoice No:	M2018120	7/2/2018	Paid Amt:	\$362.41	
							Check Amount:	\$737.07	
0162	FNB	32628	09975		BLUE CROSS BLUE SHIELD OF MN		Check		
				B 01	215 030	Insurance Payable		\$1,519.00	
PO#:	Voucher #:	68366	Invoice	Invoice No:	070218	7/2/2018	Paid Amt:	\$1,519.00	
							Check Amount:	\$1,519.00	
0162	FNB	32629	67632		FURTHER		Check		
				B 01	215 027	Flex		\$1,000.00	
PO#:	Voucher #:	68344	Invoice	Invoice No:	M2018120	7/2/2018	Paid Amt:	\$1,000.00	
							Check Amount:	\$1,000.00	
0162	FNB	32630	46956		MADISON NATIONAL LIFE INS. CO., INC.		Check		
				B 01	215 030	Insurance Payable		\$254.70	
PO#:	Voucher #:	68126	Invoice	Invoice No:	M2018112	7/2/2018	Paid Amt:	\$254.70	
							Check Amount:	\$254.70	
0162	FNB	32631	49246		MEDICARE BLUE RX		Check		
				B 01	215 030	Insurance Payable		\$1,052.80	
PO#:	Voucher #:	68367	Invoice	Invoice No:	070218	7/2/2018	Paid Amt:	\$1,052.80	
							Check Amount:	\$1,052.80	
0162	FNB	32632	55745		NCPERS MINNESOTA		Check		
				B 01	215 031	Life Insur Payable		\$48.00	
PO#:	Voucher #:	68342	Invoice	Invoice No:	M2018120	7/2/2018	Paid Amt:	\$48.00	
							Check Amount:	\$48.00	
0162	FNB	32633	62610		PREPAID LEGAL SERVICES		Check		
				B 01	215 040	Dues and ID Theft		\$90.65	
PO#:	Voucher #:	68127	Invoice	Invoice No:	M2018112	7/2/2018	Paid Amt:	\$90.65	
							Check Amount:	\$90.65	
0162	FNB	32634	64630		REGION I ESV		Check		
				B 01	215 027	Flex		\$341.66	
PO#:	Voucher #:	68343	Invoice	Invoice No:	M2018120	7/2/2018	Paid Amt:	\$341.66	
							Check Amount:	\$341.66	

## Bagley Public Schools #162 July 2018 Hand Payables Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	32635	1116		<b>THE OMNI GROUP</b>		Check		
				B 01	215 005		Tax Shelter Payable	\$345.63	
				B 01	215 025		403 (b) Match	\$345.63	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68335</b>	<b>Invoice</b>	<b>Invoice No:</b>	<b>M2018120</b>	<b>7/2/2018</b>		<b>Paid Amt:</b>	<b>\$691.26</b>
				B 01	215 005		Tax Shelter Payable	\$300.00	
				B 01	215 025		403 (b) Match	\$125.00	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68336</b>	<b>Invoice</b>	<b>Invoice No:</b>	<b>M2018120</b>	<b>7/2/2018</b>		<b>Paid Amt:</b>	<b>\$425.00</b>
				B 01	215 005		Tax Shelter Payable	\$300.00	
				B 01	215 025		403 (b) Match	\$145.87	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68337</b>	<b>Invoice</b>	<b>Invoice No:</b>	<b>M2018120</b>	<b>7/2/2018</b>		<b>Paid Amt:</b>	<b>\$445.87</b>
				B 01	215 005		Tax Shelter Payable	\$500.00	
				B 01	215 025		403 (b) Match	\$500.00	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68338</b>	<b>Invoice</b>	<b>Invoice No:</b>	<b>M2018120</b>	<b>7/2/2018</b>		<b>Paid Amt:</b>	<b>\$1,000.00</b>
				B 01	215 005		Tax Shelter Payable	\$1,391.63	
				B 01	215 025		403 (b) Match	\$833.26	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68339</b>	<b>Invoice</b>	<b>Invoice No:</b>	<b>M2018120</b>	<b>7/2/2018</b>		<b>Paid Amt:</b>	<b>\$2,224.89</b>
				B 01	215 005		Tax Shelter Payable	\$145.87	
				B 01	215 025		403 (b) Match	\$161.65	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68340</b>	<b>Invoice</b>	<b>Invoice No:</b>	<b>M2018120</b>	<b>7/2/2018</b>		<b>Paid Amt:</b>	<b>\$307.52</b>
								<b>Check Amount:</b>	<b>\$5,094.54</b>
0162	FNB	32636	80288		<b>WELLS FARGO BANK OF MN</b>		Check		
				B 01	215 030		Insurance Payable	\$50.00	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68345</b>	<b>Invoice</b>	<b>Invoice No:</b>	<b>M2018120</b>	<b>7/2/2018</b>		<b>Paid Amt:</b>	<b>\$50.00</b>
								<b>Check Amount:</b>	<b>\$50.00</b>
0162	FNB	32637	49573		<b>MESSERLI &amp; KRAMER</b>		Check		
				B 01	215 035		Garnishments	\$278.88	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68341</b>	<b>Invoice</b>	<b>Invoice No:</b>	<b>M2018120</b>	<b>7/2/2018</b>		<b>Paid Amt:</b>	<b>\$278.88</b>
								<b>Check Amount:</b>	<b>\$278.88</b>
0162	FNB	32638	1641		<b>MINNESOTA ELECTRICAL ASS'N, INC.</b>		Check		
				E 01	310 810 000 305 000		Fees For Services-Maintenance	\$288.00	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68405</b>	<b>Invoice</b>	<b>Invoice No:</b>	<b>070518</b>	<b>7/5/2018</b>		<b>Paid Amt:</b>	<b>\$288.00</b>
								<b>Check Amount:</b>	<b>\$288.00</b>
0162	FNB	32639	51065		<b>MN BOARD OF SCHOOL ADMINISTRAT</b>		Check		
				E 01	100 050 000 820 000		Dues and Membership-Elem Office	\$75.00	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68503</b>	<b>Invoice</b>	<b>Invoice No:</b>	<b>071718</b>	<b>7/17/2018</b>		<b>Paid Amt:</b>	<b>\$75.00</b>
								<b>Check Amount:</b>	<b>\$75.00</b>
0162	FNB	32640	1232		<b>NORTHERN AIR FAMILY FUN CENTER</b>		Check		
				E 04	005 586 332 369 132		FRDAY FIELD TRIP - JULY 13, 2018	\$1,065.00	

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## Bagley Public Schools #162 July 2018 Hand Payables Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	32640	1232		NORTHERN AIR FAMILY FUN CENTER		Check		
				E 04	005 586 332 369 132 PIZZA			\$208.00	
				E 04	005 586 332 369 132 POP			\$30.00	
	PO#: 67399	Voucher #:	68504	Invoice	Invoice No: 101484	7/17/2018			
							Paid Amt:		\$1,303.00
							Check Amount:		\$1,303.00
0162	FNB	32641	05598		KUBIAK'S FAMILY FOODS		Check		
				E 01	005 010 000 401 000 General Supplies-School Board			\$21.45	
	PO#:	Voucher #:	68514	Invoice	Invoice No: JUNE18	7/19/2018			
				E 01	100 203 000 401 000 CAPRI SUN JUICE FOR SUMMER SCHOOL			\$41.31	
	PO#: 67381	Voucher #:	68515	Invoice	Invoice No: 90529-121	7/19/2018			
							Paid Amt:		\$41.31
							Check Amount:		\$62.76
0162	FNB	32642	51060		MASA		Check		
				E 01	005 020 000 366 000 BACK TO SCHOOL CONFERENCE			\$299.00	
	PO#: 67401	Voucher #:	68513	Invoice	Invoice No: 071918	7/19/2018			
							Paid Amt:		\$299.00
							Check Amount:		\$299.00
0162	FNB	32643	1305		KONICA MINOLTA PREMIER FINANCE		Check		
				E 01	300 211 000 380 000 Computer/Technology Lease			\$953.05	
	PO#:	Voucher #:	68580	Invoice	Invoice No: 362359143	7/24/2018			
							Paid Amt:		\$953.05
							Check Amount:		\$953.05
0162	FNB	32644	1538		MINNESOTA ASSOCIATION OF ALTERNATIVE PROGRAM		Check		
				E 01	030 211 305 366 000 MAAP/SAAP WORKSHOP FOR CORRIE UHI			\$76.00	
	PO#: 67408	Voucher #:	68579	Invoice	Invoice No: 072418	7/24/2018			
							Paid Amt:		\$76.00
							Check Amount:		\$76.00
0162	FNB	32645	35064		HALVORSON, DARIN L		Check		
				E 01	005 865 383 520 000 Building Construct.			\$108,458.10	
	PO#:	Voucher #:	68583	Invoice	Invoice No: 155628	7/25/2018			
							Paid Amt:		\$108,458.10
							Check Amount:		\$108,458.10
0162	FNB	32646	52095		MINNESOTA SCHOOL BOARDS ASSOC.		Check		
				E 01	005 010 000 820 000 Dues and Membership-School Board			\$5,085.00	
	PO#:	Voucher #:	68585	Invoice	Invoice No: 19584Z8P1N8	7/25/2018			
							Paid Amt:		\$5,085.00
							Check Amount:		\$5,085.00
0162	FNB	32647	67878		SFM		Check		
				E 01	100 203 000 270 000 Worker's Compensation-Elem			\$10,043.50	
				E 01	300 211 000 270 000 Worker's Compensation-High School			\$10,043.50	
	PO#:	Voucher #:	68584	Invoice	Invoice No: 1953115	7/25/2018			
							Paid Amt:		\$20,087.00
							Check Amount:		\$20,087.00

## Bagley Public Schools #162 July 2018 Hand Payables Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	32648	38858		INDEPENDENT SCHOOL DIST # 181		Check		
				E 01 100 640 316 366 000	Travel-Staff Development			\$2,700.00	
PO#:		Voucher #:	68592	Invoice	Invoice No: 072718	7/27/2018		Paid Amt:	\$2,700.00
								Check Amount:	\$2,700.00
0162	FNB	32649	01380		AMERICAN FAMILY LIFE ASSUR CO		Check		
				B 01 215 030	Insurance Payable			\$362.41	
PO#:		Voucher #:	68602	Invoice	Invoice No: M2019010	7/31/2018		Paid Amt:	\$362.41
				B 01 215 030	Insurance Payable			\$374.66	
PO#:		Voucher #:	68092	Invoice	Invoice No: M2018111	7/31/2018		Paid Amt:	\$374.66
								Check Amount:	\$737.07
0162	FNB	32650	09975		BLUE CROSS BLUE SHIELD OF MN		Check		
				B 01 215 030	Insurance Payable			\$1,519.00	
PO#:		Voucher #:	68617	Invoice	Invoice No: 07302018	7/31/2018		Paid Amt:	\$1,519.00
								Check Amount:	\$1,519.00
0162	FNB	32651	67632		FURTHER		Check		
				B 01 215 027	Flex			\$750.00	
PO#:		Voucher #:	68611	Invoice	Invoice No: M2019010	7/31/2018		Paid Amt:	\$750.00
								Check Amount:	\$750.00
0162	FNB	32652	46956		MADISON NATIONAL LIFE INS. CO., INC.		Check		
				B 01 215 030	Insurance Payable			\$254.70	
PO#:		Voucher #:	68104	Invoice	Invoice No: M2018111	7/31/2018		Paid Amt:	\$254.70
								Check Amount:	\$254.70
0162	FNB	32653	49246		MEDICARE BLUE RX		Check		
				B 01 215 030	Insurance Payable			\$1,052.80	
PO#:		Voucher #:	68618	Invoice	Invoice No: 07302018	7/31/2018		Paid Amt:	\$1,052.80
								Check Amount:	\$1,052.80
0162	FNB	32654	55745		NCPERS MINNESOTA		Check		
				B 01 215 031	Life Insur Payable			\$48.00	
PO#:		Voucher #:	68609	Invoice	Invoice No: M2019010	7/31/2018		Paid Amt:	\$48.00
								Check Amount:	\$48.00
0162	FNB	32655	62610		PREPAID LEGAL SERVICES		Check		
				B 01 215 040	Dues and ID Theft			\$90.65	
PO#:		Voucher #:	68105	Invoice	Invoice No: M2018111	7/31/2018		Paid Amt:	\$90.65
								Check Amount:	\$90.65
0162	FNB	32656	64630		REGION I ESV		Check		
				B 01 215 027	Flex			\$341.66	
PO#:		Voucher #:	68610	Invoice	Invoice No: M2019010	7/31/2018		Paid Amt:	\$341.66
								Check Amount:	\$341.66

## Bagley Public Schools #162 July 2018 Hand Payables Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	32657	1116		<b>THE OMNI GROUP</b>		Check		
				B 01	215 005		Tax Shelter Payable	\$54.00	
				B 01	215 025		403 (b) Match	\$54.00	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68604</b>	Invoice	<b>Invoice No:</b>	M2019010	<b>7/31/2018</b>		<b>Paid Amt:</b>	<b>\$108.00</b>
				B 01	215 005		Tax Shelter Payable	\$300.00	
				B 01	215 025		403 (b) Match	\$145.83	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68605</b>	Invoice	<b>Invoice No:</b>	M2019010	<b>7/31/2018</b>		<b>Paid Amt:</b>	<b>\$445.83</b>
				B 01	215 005		Tax Shelter Payable	\$500.00	
				B 01	215 025		403 (b) Match	\$500.00	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68606</b>	Invoice	<b>Invoice No:</b>	M2019010	<b>7/31/2018</b>		<b>Paid Amt:</b>	<b>\$1,000.00</b>
				B 01	215 005		Tax Shelter Payable	\$1,391.67	
				B 01	215 025		403 (b) Match	\$833.34	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68607</b>	Invoice	<b>Invoice No:</b>	M2019010	<b>7/31/2018</b>		<b>Paid Amt:</b>	<b>\$2,225.01</b>
				B 01	215 005		Tax Shelter Payable	\$328.31	
				B 01	215 025		403 (b) Match	\$328.31	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68608</b>	Invoice	<b>Invoice No:</b>	M2019010	<b>7/31/2018</b>		<b>Paid Amt:</b>	<b>\$656.62</b>
								<b>Check Amount:</b>	<b>\$4,435.46</b>
0162	FNB	32658	80288		<b>WELLS FARGO BANK OF MN</b>		Check		
				B 01	215 030		Insurance Payable	\$50.00	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68612</b>	Invoice	<b>Invoice No:</b>	M2019010	<b>7/31/2018</b>		<b>Paid Amt:</b>	<b>\$50.00</b>
								<b>Check Amount:</b>	<b>\$50.00</b>
0162	FNB	32659	61525		<b>PETTY CASH FUND</b>		Check		
				E 01	005 110 000 305 000		Fees For Services-Business Office	\$60.00	
				E 04	005 586 332 490 132		Food- Youth Enrichment-S Rec	\$260.38	
				E 01	005 760 720 401 000		General Supplies-Reg Transportation	\$750.00	
				R 02	005 000 701 601 000		Sales-Lunches	\$7.55	
				E 01	005 760 720 820 000		Dues and Membership-Reg Transportation	\$11.00	
				E 01	100 203 000 401 000		General Supplies-Elem	\$199.69	
				E 01	300 296 000 366 213		Travel-Volleyball	\$170.00	
				E 04	005 586 332 305 132		Fees For Services- Youth Enrich. - S Rec	\$144.00	
				E 01	300 292 000 401 295		General Supplies-Athletic Support	\$234.08	
<b>PO#:</b>	<b>Voucher #:</b>	<b>68635</b>	Invoice	<b>Invoice No:</b>	073118	<b>7/31/2018</b>		<b>Paid Amt:</b>	<b>\$1,836.70</b>
								<b>Check Amount:</b>	<b>\$1,836.70</b>
0162	FNB	32660	61530		<b>PETTY CASH -TRAVEL</b>		Check		
				E 04	005 580 325 401 000		General Supplies-ECFE	\$157.39	
				E 04	005 505 321 366 000		Travel-Comm Ed	\$129.98	
				E 01	005 110 000 366 000		Travel-Business Office	\$20.44	
				E 04	005 582 344 366 000		Travel-School Readiness	\$13.19	
				E 01	030 211 305 366 000		Travel-ALP	\$50.03	

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# Bagley Public Schools #162

## July 2018 Hand Payables Check Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0162	FNB	32660	61530		PETTY CASH -TRAVEL		Check
				E 01	100 200 000 366 000	Travel	\$65.40
				E 01	300 050 000 366 000	Travel-HS Office	\$226.13
PO#:	Voucher #:	68634	Invoice	Invoice No:	073118	7/31/2018	Paid Amt: \$662.56
							Check Amount: \$662.56
							Report Total: \$161,992.81

**Bagley Public Schools #162**  
**July 2018 Hand Payables Check Register**  
**Fund Summary**

<b>Fund</b>	<b>Description</b>	<b>Total</b>
01	General Fund	\$159,977.32
02	Food Service	\$7.55
04	Community Services	\$2,007.94
<b>Report Total</b>		<b>\$161,992.81</b>

**Bagley Public Schools**  
**Treasurer's Report**  
**Period Ended July 31, 2018**

	General	Food Service	Community Service	Capital Projects	Debt Redemption	Trust	Total
<b>CASH SUMMARY</b>							
Ending Cash Balances	<u>2,591,795.66</u>	<u>127,201.09</u>	<u>275,473.32</u>	<u>299,454.56</u>	<u>138,012.62</u>	<u>7,863.46</u>	<u>3,439,800.71</u>
<b>OPERATING ANALYSIS</b>							
<b>Revenues</b>							
Current Month Receipts	173,599.18	92.07	1,035.00	0.00	37,707.34	0.00	212,433.59
Previous Months	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total YTD Revenues</b>	<b><u>173,599.18</u></b>	<b><u>92.07</u></b>	<b><u>1,035.00</u></b>	<b><u>0.00</u></b>	<b><u>37,707.34</u></b>	<b><u>0.00</u></b>	<b><u>212,433.59</u></b>
Current Month Expenditures	1,021,289.37	11,171.07	25,314.37	0.00	87,107.50	0.00	1,144,882.31
Previous Months	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total YTD Expenditures</b>	<b><u>1,021,289.37</u></b>	<b><u>11,171.07</u></b>	<b><u>25,314.37</u></b>	<b><u>0.00</u></b>	<b><u>87,107.50</u></b>	<b><u>0.00</u></b>	<b><u>1,144,882.31</u></b>
Revenues Over (Under) Expenditures	<u>(847,690.19)</u>	<u>(11,079.00)</u>	<u>(24,279.37)</u>	<u>0.00</u>	<u>(49,400.16)</u>	<u>0.00</u>	<u>(932,448.72)</u>
<b>BUDGET ANALYSIS</b>							
<b>Revenues</b>							
YTD Revenues	173,599.18	92.07	1,035.00	0.00	37,707.34	0.00	212,433.59
Budget	<u>12,835,984.00</u>	<u>567,850.00</u>	<u>255,705.00</u>	<u>0.00</u>	<u>403,689.00</u>	<u>1,000.00</u>	<u>14,064,228.00</u>
Over (Under) Budget	<u>(12,662,384.82)</u>	<u>(567,757.93)</u>	<u>(254,670.00)</u>	<u>0.00</u>	<u>(365,981.66)</u>	<u>(1,000.00)</u>	<u>(13,851,794.41)</u>
<b>% Budget Received</b>	<b><u>1.35%</u></b>	<b><u>0.02%</u></b>	<b><u>0.40%</u></b>	<b><u>0.00%</u></b>	<b><u>9.34%</u></b>	<b><u>0.00%</u></b>	<b><u>1.51%</u></b>
<b>Expenditures</b>							
YTD Expenditures	1,021,289.37	11,171.07	25,314.37	0.00	87,107.50	0.00	1,144,882.31
Budget	<u>13,344,671.00</u>	<u>588,310.00</u>	<u>228,876.00</u>	<u>0.00</u>	<u>444,215.00</u>	<u>1,100.00</u>	<u>14,607,172.00</u>
Over (Under) Budget	<u>(12,323,381.63)</u>	<u>(577,138.93)</u>	<u>(203,561.63)</u>	<u>0.00</u>	<u>(357,107.50)</u>	<u>(1,100.00)</u>	<u>(13,462,289.69)</u>
<b>% Budget Expended (Over)</b>	<b><u>7.65%</u></b>	<b><u>1.90%</u></b>	<b><u>11.06%</u></b>	<b><u>0.00%</u></b>	<b><u>19.61%</u></b>	<b><u>0.00%</u></b>	<b><u>7.84%</u></b>

INDEPENDENT SCHOOL DISTRICT 162

STATEMENT OF REVENUES AND EXPENDITURES

BUDGET AND ACTUAL

GENERAL FUND

THROUGH MONTH ENDED JULY 31, 2018

WITH COMPARATIVE AMOUNTS FOR THE YEAR ENDED JUNE 30, 2018

	2019			2018	
	Budgeted Amounts			Over (Under)	
	Original	Final	Actual	Final Budget	Actual
<b>REVENUES</b>					
Local Property Taxes	1,340,373	1,340,373	0.00	(1,340,373.00)	1,207,732
Other Local and County Revenues	227,300	227,300	2,785.42	(224,514.58)	297,425
Revenues from State Sources	10,651,011	10,651,011	169,647.85	(10,481,363.15)	10,529,297
Revenues from Federal Sources	607,300	607,300	0.00	(607,300.00)	739,950
Investment Earnings	10,000	10,000	1,165.91	(8,834.09)	10,203
<b>TOTAL REVENUES</b>	<b>12,835,984</b>	<b>12,835,984</b>	<b>173,599.18</b>	<b>(12,662,385)</b>	<b>12,784,607</b>
<b>EXPENDITURES</b>					
<b>District and School Administration</b>					
Wages	613,570	613,570	41,229.95	(572,340.05)	584,811
Benefits	165,198	165,198	11,409.00	(153,789.00)	154,231
Supplies/Services	51,775	51,775	15,333.03	(36,441.97)	64,050
<b>District Support Services</b>					
Wages	122,940	122,940	10,037.50	(112,902.50)	123,747
Benefits	28,000	28,000	2,113.42	(25,886.58)	26,726
Supplies/Services	165,095	165,095	64,695.16	(100,399.84)	172,195
<b>Regular Instruction</b>					
Wages	3,740,657	3,740,657	4,036.74	(3,736,620.26)	3,636,452
Benefits	1,074,221	1,074,221	25,874.38	(1,048,346.62)	979,404
Supplies/Services	761,807	761,807	147,060.28	(614,746.72)	646,797
<b>Vocational Instruction</b>					
Wages	52,600	52,600	0.00	(52,600.00)	51,558
Benefits	8,385	8,385	0.00	(8,385.00)	8,136
Supplies/Services	4,900	4,900	0.00	(4,900.00)	2,435
<b>Special Education</b>					
Wages	1,030,905	1,030,905	815.14	(1,030,089.86)	1,036,492
Benefits	247,169	247,169	119.44	(247,049.56)	222,609
Supplies/Services	979,519	979,519	14,653.30	(964,865.70)	959,223
<b>Instructional Support Services</b>					
Wages	291,778	291,778	5,062.81	(286,715.19)	349,104
Benefits	55,482	55,482	1,430.86	(54,051.14)	90,188
Supplies/Services	179,320	179,320	15,362.72	(163,957.28)	247,250
<b>Pupil Support Services</b>					
Wages	538,090	538,090	17,174.48	(520,915.52)	509,825
Benefits	103,495	103,495	2,793.09	(100,701.91)	84,438
Supplies/Services	448,995	448,995	26,606.13	(422,388.87)	308,432
<b>Site, Buildings &amp; Equipment</b>					
Wages	566,793	566,793	55,161.89	(511,631.11)	562,079
Benefits	117,360	117,360	9,801.04	(107,558.96)	117,639
Supplies/Services	1,965,095	1,965,095	518,997.65	(1,446,097.35)	1,721,172
<b>Fiscal &amp; Other Fixed Costs</b>					
	31,522	31,522	31,521.36	(0.64)	34,638
<b>TOTAL EXPENDITURES</b>	<b>13,344,671</b>	<b>13,344,671</b>	<b>1,021,289.37</b>	<b>(12,323,382)</b>	<b>12,693,631</b>
Excess (Deficiency) of Revenues					
Over (Under) Expenditures	(508,687)	(508,687)	(847,690)	(339,003)	90,976

## Bagley Public Schools #162 July 2018 Wire Payments Register

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type		
0162	FNB	1015			IRS		Wire		
				B 01	215 010			FICA Payable	\$34,444.56
				B 01	215 011			Fed W/H Payable	\$13,578.74
PO#:	Voucher #:	68347	Invoice	Invoice No:	M2018120	7/12/2018	Paid Amt:		\$48,023.30
				B 01	215 010			FICA Payable	\$950.40
				B 01	215 011			Fed W/H Payable	\$459.65
PO#:	Voucher #:	68363	Invoice	Invoice No:	Z2018120	7/12/2018	Paid Amt:		\$1,410.05
							Check Amount:		\$49,433.35
0162	FNB	09890			NW SERVICE COOP SCHOOL		Wire		
				B 01	215 030			Insurance Payable	\$39,711.25
				B 01	215 030			Insurance Payable	\$14,683.75
PO#:	Voucher #:	68137	Invoice	Invoice No:	M2018113	7/12/2018	Paid Amt:		\$54,395.00
				B 01	215 030			Insurance Payable	\$13,743.00
PO#:	Voucher #:	68334	Invoice	Invoice No:	M2018120	7/12/2018	Paid Amt:		\$13,743.00
							Check Amount:		\$68,138.00
0162	FNB	1014			TRA		Wire		
45				B 01	215 018			TRA Payable	\$8,801.46
PO#:	Voucher #:	68346	Invoice	Invoice No:	M2018120	7/12/2018	Paid Amt:		\$8,801.46
				B 01	215 018			TRA Payable	\$545.22
PO#:	Voucher #:	68362	Invoice	Invoice No:	Z2018120	7/12/2018	Paid Amt:		\$545.22
							Check Amount:		\$9,346.68
0162	FNB	62905			PUBLIC EMPLOYEES RET ASSOC		Wire		
				B 01	215 017			PERA Payable	\$20,106.08
PO#:	Voucher #:	68350	Invoice	Invoice No:	M2018120	7/12/2018	Paid Amt:		\$20,106.08
				B 01	215 017			PERA Payable	\$0.00
PO#:	Voucher #:	68365	Invoice	Invoice No:	Z2018120	7/12/2018	Paid Amt:		\$0.00
							Check Amount:		\$20,106.08
							Report Total:		\$147,024.11

**Bagley Public Schools #162**  
**July 2018 Wire Payments Register**  
**Fund Summary**

<b>Fund Description</b>		<b>Total</b>
01	General Fund	\$147,024.11
<b>Report Total</b>		<b>\$147,024.11</b>

Elementary Auxiliary Account  
June 30, 2018

	6/1/18	Receipts	Disbursements	6/30/18
Student Activities	\$261.05	0	\$1.00	\$260.05
Title VII	\$24.92			\$24.92
Total	\$285.97	\$0.00	\$1.00	\$284.97

BAGLEY ELEM SCHOOL  
 AUXILARY ACCOUNT  
 FY 18

	7/1/17	Receipts	Disbursements	6/30/18
Student Activities	\$272.05	\$0.00	\$12.00	\$260.05
Title VII	\$24.92	\$0.00	\$0.00	\$24.92
Total	\$296.97	\$0.00	\$12.00	\$284.97



# Bagley High School Auxiliary Master Account-2017-2018 School Year

June 1-30 2018						
Auxiliary Accounts:	Beg Balance	Receipts	Disbursements	End Balance		
Class of 2018	\$1,080.90		\$645.00	\$435.90		
Class of 2019	\$202.00			\$202.00		
Class of 2020	\$169.58			\$169.58		
Class of 2021	\$335.43			\$335.43		
Class of 2022	\$245.19			\$245.19		
Class of 2023	\$80.99			\$80.99		
Band/Choir	\$6,699.43	\$1,376.00	\$90.00	\$7,985.43		
Cultural Club	\$0.49			\$0.49		
Media Club	\$1,665.52			\$1,665.52		
Prom	\$937.98			\$937.98		
Robotics	\$784.96			\$784.96		
Student Council	\$11,119.98	\$6.21		\$11,126.19		
Flyer Pride	\$937.52		\$656.93	\$280.59		
Life Skills	\$235.61			\$235.61		
Math League	\$29.35			\$29.35		
<b>TOTALS</b>	\$24,524.93	\$1,382.21	\$1,391.93	\$24,515.21		

  
 David Cooch  
 High School Principal

08/15/18  
 Date

\* New Accounts

# Bagley High School Auxiliary Master Account-2017-2018 School Year

July 1-30 2018						
Auxiliary Accounts:	Beg Balance	Receipts	Disbursements	End Balance		
Class of 2018	\$435.90			\$435.90		
Class of 2019	\$202.00			\$202.00		
Class of 2020	\$169.58			\$169.58		
Class of 2021	\$335.43			\$335.43		
Class of 2022	\$245.19			\$245.19		
Class of 2023	\$80.99			\$80.99		
Band/Choir	\$7,985.43			\$7,985.43		
Cultural Club	\$0.49			\$0.49		
Media Club	\$1,665.52			\$1,665.52		
Prom	\$937.98			\$937.98		
Robotics	\$784.96			\$784.96		
Student Council	\$11,126.19	\$5.21		\$11,131.40		
Flyer Pride	\$280.59			\$280.59		
Life Skills	\$235.61			\$235.61		
Math League	\$29.35			\$29.35		
<b>TOTALS</b>	\$24,515.21	\$5.21		\$24,520.42		

  
 Tony Kerr  
 High School Principal  
 \* New Accounts

Date 9/15/18

Elementary Auxiliary Account  
July 31, 2018

	7/31/18	Receipts	Disbursements	7/31/18
Student Activities	\$260.05	0	\$1.00	\$259.05
Title VII	\$24.92			\$24.92
<b>Total</b>	<b>\$284.97</b>	<b>\$0.00</b>	<b>\$1.00</b>	<b>\$283.97</b>

BAGLEY ELEM SCHOOL  
 AUXILARY ACCOUNT  
 FY 19

	7/1/18	Receipts	Disbursements	6/30/19
Student Activities	\$260.05	\$0.00	\$1.00	\$259.05
Title VII	\$24.92	\$0.00	\$0.00	\$24.92
Total	\$284.97	\$0.00	\$1.00	\$283.97

To(OWNER): BAGLEY SCHOOL  
202 BAGLEY AVE  
BAGLEY, MN 56621

Project: High School AHU Replacement  
1130 Main Ave N  
Bagley, MN 56621

Application No: 1  
Invoice No: 128071  
Period To: 7/10/2018

From: Naylor Heating & Refrigeration, LLC  
172 Spirit Avenue NW  
Bemidji, MN 56601

Via(Architect): EAPC  
222 Third Street  
Bemidji MN 56601

Architect's  
Project No: 20181140  
Invoice Date: 7/10/2018  
Contract Date: 4/18/2018

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
Net change by change orders	0.00	

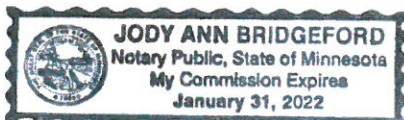
1. ORIGINAL CONTRACT SUM.....	\$ 161,675.00
2. Net change by Change Orders.....	\$ 0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....	\$ 161,675.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 108,476.00
5. RETAINAGE.....	\$ 54.24
6. TOTAL EARNED LESS RETAINAGE.....	\$ 108,421.76
(Line 4 less Line 5)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 0.00
(Line 6 from prior Certificate)	
8. SALES TAX.....	\$ 0.00
9. CURRENT PAYMENT DUE.....	\$ 108,421.76
10. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 53,253.24
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, the work covered by this Application has been completed in accordance with the Contract and that all amounts have been paid by the Contractor for work for which previous applications for payment were issued and payments were received from the Owner. The Contractor also certifies that the current payment shown herein is now due.

Contractor: David L. Melch Date: 7-10-18

State of: MN County of: Beltrami  
Subscribed and sworn to before me this

16 day of July, 2018  
Notary Public: Jody Ann Bridgeford  
My Commission expires: 1-31-22



ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
1	MOBILIZATION	5,762.00	0.00	5,762.00	0.00	5,762.00	100	0.00	2.88
2	DEMO	3,499.00	0.00	3,499.00	0.00	3,499.00	100	0.00	1.75
3	AHU'S	99,215.00	0.00	99,215.00	0.00	99,215.00	100	0.00	49.61
4	AHU INSTALL	1,555.00	0.00	0.00	0.00	0.00	0	1,555.00	0.00
5	INSTALL DUCT FURNACES	4,601.00	0.00	0.00	0.00	0.00	0	4,601.00	0.00
6	INSTALL RTU	3,823.00	0.00	0.00	0.00	0.00	0	3,823.00	0.00
7	VENTING	966.00	0.00	0.00	0.00	0.00	0	966.00	0.00
8	INSTALL VENTING	1,944.00	0.00	0.00	0.00	0.00	0	1,944.00	0.00
9	DUCT	3,916.00	0.00	0.00	0.00	0.00	0	3,916.00	0.00
10	INSTALL DUCT	3,823.00	0.00	0.00	0.00	0.00	0	3,823.00	0.00
11	GRD'S	200.00	0.00	0.00	0.00	0.00	0	200.00	0.00
12	INSTALL GRD'S	195.00	0.00	0.00	0.00	0.00	0	195.00	0.00
13	GAS PIPING	1,388.00	0.00	0.00	0.00	0.00	0	1,388.00	0.00
14	INSTALL GAS PIPING	2,333.00	0.00	0.00	0.00	0.00	0	2,333.00	0.00
15	BALANCING	1,700.00	0.00	0.00	0.00	0.00	0	1,700.00	0.00
16	ROOFING	2,500.00	0.00	0.00	0.00	0.00	0	2,500.00	0.00
17	INSULATION	5,520.00	0.00	0.00	0.00	0.00	0	5,520.00	0.00
18	RIGGING & HAULING	800.00	0.00	0.00	0.00	0.00	0	800.00	0.00
19	ELECTRICAL WIRING	17,935.00	0.00	0.00	0.00	0.00	0	17,935.00	0.00
	Totals	161,675.00	0.00	108,476.00	0.00	108,476.00	67	53,199.00	54.24



## Policy Installment Summary

**ISD 162 Bagley (33539.211)**

**Effective Date:** 07/01/2018

**Expire Date:** 07/01/2019

**Agency:** Lindfors Agency Inc

Date	State	Gross Premium	Net Premium	Fee Amount	Payment	Balance	Paid Date
07/01/2018	MN	\$14,700.00	\$14,700.00	\$247.00	\$14,947.00	\$0.00	07/27/2018
08/01/2018	MN	\$4,900.00	\$4,900.00	\$240.00	\$5,140.00	\$0.00	07/27/2018
09/01/2018	MN	\$4,900.00	\$4,900.00	\$245.00	\$0.00	\$5,145.00	
10/01/2018	MN	\$4,900.00	\$4,900.00	\$240.00	\$0.00	\$5,140.00	
11/01/2018	MN	\$4,900.00	\$4,900.00	\$240.00	\$0.00	\$5,140.00	
12/01/2018	MN	\$4,900.00	\$4,900.00	\$240.00	\$0.00	\$5,140.00	
01/01/2019	MN	\$4,900.00	\$4,900.00	\$240.00	\$0.00	\$5,140.00	
02/01/2019	MN	\$4,900.00	\$4,900.00	\$240.00	\$0.00	\$5,140.00	
03/01/2019	MN	\$4,900.00	\$4,900.00	\$240.00	\$0.00	\$5,140.00	
04/01/2019	MN	\$4,900.00	\$4,900.00	\$240.00	\$0.00	\$5,140.00	
<b>Total</b>		<b>\$58,800.00</b>	<b>\$58,800.00</b>	<b>\$2,412.00</b>	<b>\$20,087.00</b>	<b>\$41,125.00</b>	

# BUDDY BENCH

built and donated by the

## JACK PINE PALS 4-H CLUB



Lexi, Jordi, Bella, Izack, Hudson, Bella, Zach, Bryce, Beau, Micah, Brett, Brennen, Alaina, Ivan, Colton, Hayden, Isaiah, Ethan, Tessa, Hannah, Kayla, Carly, Kimberly, Peyton, Jaxsyn, Trevor, Katelyn

Originally, the **Buddy Bench** was first introduced in Germany and it has spread to other areas in Europe. The **Buddy Bench** was brought to the United States when a young second grade student, Christian Bucks, from Pennsylvania noticed it being used in Germany. The Buddy Bench is placed on the school playground where children can come and sit and other children can see they need a friend and invite them to join in their game/activity.

The Jack Pine Pals donated their Buddy Bench to the Bagley Elementary School. It will be placed on the North Playground after the Clearwater County Fair. The Bagley Public Schools School Board accepted the donation in June 2018. The wood for the bench was donated by Larson Lumber, Bagley.

# Bagley Public Schools Fundraising Request Form

School Board Adopted: February 5, 2018

Name of Fundraising Group: Student Council Today's Date: July 24, 2018  
Advisor in Charge of Event: Perry Nelson Student Rep: Bayli Duke (Student Council President)  
Fundraising Activity: Homecoming  
First Day of Fundraiser: September 4, 2018 Last Day of Fundraiser: September 21, 2018

Describe the fundraising activity: (Please attach all flyers/advertisements for this event to this form).

Note: All food fundraisers must comply with the Smart Snacks guidelines.

*Student Council sells Homecoming merchandise at home sporting events, during high school lunch hours, through order forms (both in the high school and elementary buildings), open house nights, and (buttons only) at local businesses. The Homecoming button allows the wearer free admission into home Homecoming week volleyball and football games (Sept 17-21, 2018). AWA 30 - Oct. 12, 2018*

Purpose for which funds will be used: To provide events and activities for BHS students such as pepfests, coronations, etc.

Select One:  Soliciting in school only  Soliciting in school and community

Was this fundraiser done in the past?  Yes  No all merchandise

buttons at local businesses

Name of Vendor(s): Anderson's (2018 buttons) All other merchandise is carryover from last year.

Is this fundraiser managed through the student activity account?  Yes  No

If yes, name of account: Student Council

If no, please explain: \_\_\_\_\_

Are school district facilities required:  Yes  No Sales occur concurrently with regular school events and functions.

If yes, a facility use permit must be completed. The fundraiser must be approved by the host and appear on the school calendar. Submit the Facility Use Permit Request along with a copy of the fundraiser request form.

**IMPORTANT:** This form must be signed by the Advisor and Principal and then sent to the School Board for approval. Once the fundraiser is approved, the form will be sent back to the Advisor for their records. The fundraiser cannot begin until this form has been signed and returned to the Advisor.

Upon completion of the Fundraiser, the Advisor is responsible for completing the "Fundraiser Accountability Form" and submitting to the Principal for review within 30 days. These forms should be retained with the student activity account records and a copy sent to the district office.

Advisor in Charge Signature: Perry A. Nelson Date: July 24, 2018

OFFICE USE ONLY

Fundraiser Approved:  Fundraiser Denied:  More Information Needed:

Principal Signature: [Signature] Date: \_\_\_\_\_

Fundraiser Approved:  Fundraiser Denied:  More Information Needed:

Superintendent's Signature: \_\_\_\_\_ Date of School Board Approval: \_\_\_\_\_



Date: \_\_\_\_\_ Names: \_\_\_\_\_ Event: \_\_\_\_\_

## 2018 Homecoming Sales

||| = 5      Amount Sold (Please tally amount):

Cheek Cheers (50 cents each): \_\_\_\_\_

Bead Necklace (50 cents each): \_\_\_\_\_

Spirit Shaker/Pom (\$1.00 each): \_\_\_\_\_

Megaphone (\$1.00 each): \_\_\_\_\_

Eye Blacks (\$1.50 each set): \_\_\_\_\_

Face Paint (\$1.00/two sticks): \_\_\_\_\_

Silicon or Woven Bracelet (\$1.50 each): \_\_\_\_\_

Pep Rag/Bandana (\$1.50 each): \_\_\_\_\_

Button (\$4.00 each): \_\_\_\_\_

Foam Finger (\$5.00 each): \_\_\_\_\_

Foam Talons (\$5.00 each): \_\_\_\_\_

Lanyard (\$5.00 each): \_\_\_\_\_

Knitted Winter Ear Band (\$8 each): \_\_\_\_\_

Beverage Tumbler w/Straw (\$10 each): \_\_\_\_\_

Knitted Winter Hat (\$15 each): \_\_\_\_\_

## Homecoming 2018 Spirit Sales

Cheek Cheer.....	50 Cents/each
Bead Necklace.....	50 Cents/each
Spirit Shaker (Pom).....	\$1.00/each
Megaphone.....	\$1.00/each
Eye Blacks.....	\$1.50 per set
Face Paint.....	\$1.00/two sticks
Bracelet (Silicon or Woven).....	\$1.50/each
Pep Rag (Bandana).....	\$1.50/each
*Button.....	\$4.00/each
Foam Finger.....	\$5.00/each
Foam Talons.....	\$5.00/each
Lanyard.....	\$5.00/each
Knitted Winter Ear Band.....	\$8.00/each
Beverage Tumbler w/Straw....	\$10.00/each
Knitted Winter Hat.....	\$15.00/each

\*Buttons will gain wearer free admission to both the Homecoming Week volleyball game and the football game.

# Bagley Public Schools Fundraising Request Form

School Board Adopted: February 5, 2018

Name of Fundraising Group: Student Council Today's Date: July 24, 2018  
Advisor in Charge of Event: Perry Nelson Student Rep: Bayli Duke K  
Fundraising Activity: Clearwater Christmas Project (Student Council President)  
First Day of Fundraiser: November 1, 2018 Last Day of Fundraiser: November 30, 2018

Describe the fundraising activity: (Please attach all flyers/advertisements for this event to this form).

Note: All food fundraisers must comply with the Smart Snacks guidelines.

The Clearwater Christmas Project is a charitable group who provides Christmas gifts for needy families in Clearwater County. Both money and gifts will be collected during the school day. Classes will compete against each other (on a per capita basis) for a pizza party (donated by Student Council).  
Purpose for which funds will be used: All money and gifts will be turned over to the Clearwater Christmas Project.

Select One:  Soliciting in school only  Soliciting in school and community

Was this fundraiser done in the past?  Yes  No

Name of Vendor(s): None

Is this fundraiser managed through the student activity account?  Yes  No

If yes, name of account: Student Council

If no, please explain: \_\_\_\_\_

Are school district facilities required:  Yes  No

If yes, a facility use permit must be completed. The fundraiser must be approved by the host and appear on the school calendar. Submit the Facility Use Permit Request along with a copy of the fundraiser request form.

**IMPORTANT:** This form must be signed by the Advisor and Principal and then sent to the School Board for approval. Once the fundraiser is approved, the form will be sent back to the Advisor for their records. The fundraiser cannot begin until this form has been signed and returned to the Advisor.

Upon completion of the Fundraiser, the Advisor is responsible for completing the "Fundraiser Accountability Form" and submitting to the Principal for review within 30 days. These forms should be retained with the student activity account records and a copy sent to the district office.

Advisor in Charge Signature: Perry A. Nelson Date: July 24, 2018

### OFFICE USE ONLY

Fundraiser Approved:  Fundraiser Denied:  More Information Needed:

Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fundraiser Approved:  Fundraiser Denied:  More Information Needed:

Superintendent's Signature: \_\_\_\_\_ Date of School Board Approval: \_\_\_\_\_

## 419 TOBACCO-FREE ENVIRONMENT

Board Adopted: June 15, 1987

Board Revised: ~~May 16, 2016~~ 2018

### I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

### II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or electronic cigarettes in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related device, or electronic cigarette in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, devices, or electronic cigarettes. The school district will not promote or allow promotion of tobacco products or e-cigarettes on school property or at school-sponsored events.

### III. TOBACCO AND TOBACCO-RELATED DEVICES DEFINED

- A. "Electronic cigarette" means any oral device that provides a vapor of liquid nicotine, lobelia, and/or other similar substance **intended for human consumption**, and the use or inhalation of which simulates smoking. The term shall include any such devices, whether they are manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under another product name or descriptor.

- B. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, **including, but not limited to,;** cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.
- C. “Tobacco-related devices” means cigarette papers or pipes for smoking **or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.**
- D. “Smoking” means inhaling or exhaling smoke from any lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product. Smoking also includes carrying a lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product intended for inhalation and the use of electronic cigarettes, including the inhaling and exhaling of vapor from any electronic delivery device.

#### **IV. EXCEPTIONS**

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

#### **V. ENFORCEMENT**

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

Penalty: Staff member shall:

Step 1: \*Receive verbal reprimand for 1<sup>st</sup> violation

Step 2: \*Receive one written warning (copies in personal file) for 2<sup>nd</sup> violation.

Step 3: \*Be subject to procedure of Minnesota Statute 125:12 (Reason for Termination for further violations, which shall be considered insubordination).

Citizens:

Violations may be referred to the Superintendent, Building Principal, or other school district supervisory personnel responsible for the area or program during which the violation occurred.

Penalty: citizen will be:

Step 1: \*Asked to refrain from use of tobacco

Step 2: \*Asked to leave school property

Step 3: \*Prohibited from entering school property for a specified period of time. (This shall be by Superintendent's recommendation).

- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

## VI. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)  
Minn. Stat. § 609.685 (Sale of Tobacco to Children)  
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

## **421 GIFTS TO EMPLOYEES AND SCHOOL BOARD MEMBERS**

Board Adopted: 2018

### **I. PURPOSE**

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and school board members.

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

- A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- B. A violation of this policy occurs when any employee solicits, accepts, or receives, either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- C. A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment. The superintendent has discretion to determine what value is "insignificant."
- D. Teachers may accept from publishers free samples of textbooks and related teaching materials.
- E. This policy applies only to gifts given to employees where the donor's relationship with the employee arises out of the employee's employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee's employment with the school district.
- F. An elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.

### **III. DEFINITIONS**

- A. "Gift" means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment that is given without something of equal or greater value being received in return.

- B. “Interested person” means a person or a representative of a person or association that has a direct financial interest in a decision that a school board member, a superintendent, a school principal, or a district school officer is authorized to make.

**IV. PROCEDURES**

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

**V. VIOLATIONS**

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

***Legal References:***

Minn. Stat. § 10A.07 (Conflicts of Interest)  
Minn. Stat. § 10A.071 (Prohibition of Gifts)  
Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)  
Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

***Cross References:***

MSBA/MASA Model Policy 209 (Code of Ethics)  
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)  
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)



## 504 Dress Code Policy

Board Adopted: December 18, 2006

Board Revised: 2018

In order to provide a positive environment, we promote dress, grooming and hygiene that supports the learning, health and safety of our students and staff. Cleanliness of body and appropriate dress are vital to the success of an individual and to those with whom the student shares a classroom or locker.

- A. Students should not wear clothing or hair that can be hazardous to them in their various school activities, such as shop, laboratories, athletics, physical education, etc.
- B. Clothing that displays open midriffs and/or low-cut or revealing clothing is prohibited. Clothing must cover shoulder, midriff, chest, torso and undergarments. Clothing that is revealing is prohibited (examples include: halter tops, spaghetti straps, tube tops, strapless tops, muscle shirts and see-through clothing).
- C. Skirts or shorts must be fingertip length or longer (with leveled shoulders when arms are hanging at sides).
- D. Grooming and dress that prevent the student from doing his/her best work because of blocked vision or restricted movement must be avoided.
- E. ISD #162 does not permit or condone student apparel or language that may be considered harassment is not permitted. Clothing that includes words, symbols, pictures which are obscene, vulgar, abusive, discriminatory, racist, and sexist or chemicals, tobacco or any other controlled substance products.
- F. Gang clothing including trench coats, chains, bandanas, artifacts, gang signs or graffiti is not permitted in school. Clothing and other items or grooming in a manner that represents and/or promotes threat/hate groups, ~~or~~ supremacist groups **or advocates violence** is prohibited.
- G. Shoes must be worn at all times. Appropriate tennis shoes must be worn in physical education classes. No shoes with wheels allowed. Skateboards are not permitted.
- H. Hats, coats, backpacks and other nonessential items are to be left in the lockers. Wearing any head wear, except for legitimate religious or medical reasons during the day without permission from school administration is prohibited. Head wear is defined as any object which covers one's head, all or in part, including but not limited to bandanas, hats, hoods and du-rags.
- I. Due to persons with allergies and other respiratory problems, use of perfumes, colognes, cosmetics, essential oils and other aromatic products may be prohibited.

1<sup>st</sup> Violation – Student is warned and must correct their clothing or item in violation.

2<sup>nd</sup> Violation – Student is warned, must correct their clothing and receives a disciplinary consequence.

3<sup>rd</sup> Violation – Parent or guardian is contacted.

## 506 STUDENT DISCIPLINE

Board Adopted: June 20, 2011

Board Revised: ~~September 19, 2016~~ 2018

### I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

### II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

### III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice.

They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

#### **IV. STUDENT RIGHTS**

All students have the right to an education and the right to learn.

#### **V. STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health

and common standards of decency and which is consistent with applicable school district policy;

- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

## **VI. CODE OF STUDENT CONDUCT**

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
  - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
  - 2. The use of profanity or obscene language, or the possession of obscene materials;
  - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
  - 4. Violation of the school district's Hazing Prohibition Policy;
  - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, **tobacco-related devices, electronic cigarettes,** or tobacco paraphernalia **in violation of the school district's Tobacco-Free Environment Policy;**
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances, (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful **words, symbols, acronyms, or language, whether oral or written, related to ~~toward~~** teachers or other school district personnel;
36. Violation of the school district's Harassment and Violation Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of **words, symbols, acronyms, or language, whether oral or written, that ~~is~~ are** discriminatory, abusive, obscene, threatening, intimidating, ~~or that~~ **degrading to other people, or threatening to school property;**
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
44. **Violation of the school district's one-to-one device rules and regulations;**
45. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.



## VII. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate

authorities;

- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

#### **VIII. REMOVAL OF STUDENTS FROM CLASS**

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher. This type of behavior will be turned over to law enforcement for possible charges.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for Removal of a Student from a Class.
  1. When a student is to be removed from class, the teacher shall direct the student to go to the office or, in the case of a disabled student, their special education case manager, and will follow up by calling or e-mailing to notify that the student has been removed from class;
  2. When appropriate, teachers should follow-up with a phone call to the parents and a referral to the office, documenting the behavior and removal;
  3. When appropriate, the principal, or the principal's designee, will complete the referral, citing any additional consequences.
- D. Responsibility for and Custody of a Student Removed From Class.
  1. When removed, students should report to the school office;
  2. Students should immediately walk to the office. In some cases, it may be necessary for the student to be accompanied to the office by a school employee or another student
  3. If a student refuses to leave the classroom, the teacher should call the office and the office will send someone to the classroom to retrieve the

student;

4. Students who are removed from class may remain in a designated area, determined by the principal or principal's designee, to process their removal or work on class work;
5. When a student has been removed from class the principal or principal's designee will have responsibility for the student until they resume their normal school schedule.

E. Procedures for Return of a Student to a Class From Which the Student Was Removed.

1. In most cases, a student will return to class the following day, or in the case of an elementary student, possibly later that same day. Students are responsible for coursework missed during the removal
2. In some cases, it may be necessary for the student and teacher to meet or the student, teacher, parents and administration to meet before the student returns to class.

F. Procedures for Notification.

1. School personnel (teacher, paraprofessional, principal, principal's designee) will verbally notify the student of the misconduct that caused removal from class at the time of removal; when appropriate, parents will be notified by the teacher or student's case manager by phone or e-mail as soon after the removal as possible and/or the principal or principal's designee will notify the parent by phone, e-mail or mailing the disciplinary referral within 48 hours of the removal.

G. Disabled Students; Special Provisions.

1. If a student is on an Individualized Education Program (IEP), the student's case manager should be notified of the student being removed from class. The case manager may determine it is necessary for a review of the IEP.
2. If removal from class becomes excessive, the student should be referred by the teacher, counselor, principal, or other school support staff, to the Student Assistance Team, to discuss possible interventions and begin the pre-referral process for special education services.

H. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. The Student Assistance Team (SAT) at the secondary level, and the Teacher Assessment Team at the elementary level, will be designated as the chemical abuse preassessment team pursuant to Minn. Stat. § 121A.26;
  2. The Child Protection Collaborative Committee will be designated as the school and community advisory team to address chemical abuse problems in the district pursuant to Minn. Stat. § 121A.27; and
  3. Any teacher or school personnel who suspects a student is under the influence of any chemical, including drugs or alcohol, should immediately report their suspicion to the school administration. Minn. Stat. § 121A.29.
- I. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.
    1. The principal or principal's designee will be responsible for enforcing the school discipline guidelines and interventions tied to violations of the code of student contact.
  - J. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.
    1. Parents are invited to participate in Open Houses, Parent-Teacher Conferences and individual teacher/administrative meetings as appropriate.
  - K. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.
    1. The SAT and TAT teams meet regularly to discuss concerns regarding behavior, academics and attendance.

## **IX. DISMISSAL**

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it

appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a

condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, or in the case in which the student leaves the school building and the administration cannot contact the student, in which case the conference shall take place as soon as practicable following the

suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

7. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
8. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
9. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, or that the student has left the premises, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
10. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.



4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

#### **X. ADMISSION OR READMISSION PLAN**

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

#### **XI. NOTIFICATION OF POLICY VIOLATIONS**

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

#### **XII. STUDENT DISCIPLINE RECORDS**

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

### **XIII. DISABLED STUDENTS**

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

### **XIV. OPEN ENROLLED STUDENTS**

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of sixteen (16) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

**XV. DISTRIBUTION OF POLICY**

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

**XVI. REVIEW OF POLICY**

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

**506F FORM: Notice of Suspension**

School Board Adopted: June 20, 2011

School Board Revised: September 19, 2016

**NOTICE OF SUSPENSION**

(Name of Parent or Guardian)

(Address)

(City, State, Zip)

Dear (Parent or Guardian)

(Name of Student) has been suspended from (name of school) for (number of days) commencing on (date).

The grounds for suspension are:

Briefly, the facts that have been determined are:

The testimony received was:

An administrative conference to determine the above was conducted before

\_\_\_\_\_, at \_\_\_\_\_ on \_\_\_\_\_  
(Name of Administrator) (Time) (Date)

pursuant to Minn. Stat. §§ 121A.40-121A.56, a copy of which is enclosed.

The plan of readmission is:

Alternative educational services in the form of homework will be available to be picked up at the school after [date] \_\_\_\_.

While suspended, the student may not come on any school campus except with you for the purpose of discussing conduct.

If you have any questions, please call.

Sincerely,

\_\_\_\_\_  
Administrator

Enc: Minn. Stat. §§ 121A.40-121A.56

# Bagley High School

## Device Handbook

Updated/Approved July 17, 2017

Updated (Pending Approval) July 12, 2018



## Mission Statement

We pledge to develop within students the appropriate skills, knowledge, and understanding that will enable them to be successful in the next phases of their lives.

## Overview

The Bagley Public School District has committed to utilizing technology as a tool to enhance student learning opportunities. It is essential that the District provide our students with the 21st century skills that they need to be self-directed learners. We believe that effective teaching and learning include the effective use of technology to best prepare each student for the world in which they live. To accomplish this, the District is making Chromebooks available to all student in grades 7-12. Bagley's 1:1 Chromebook Initiative requires a \$20.00 Technology Insurance fee for each student who uses the chromebooks. ~~Students in grades 9-12 will have the option of taking~~ Students in grade 7 and grade 8 will leave their chromebook in the 7<sup>th</sup> and 8<sup>th</sup> grade charging carts each day. Students in grades 9-12 will be allowed to take their chromebook home each night and are required to bring it charged and ready for use each day.

## Related Technology Policies

Access to technology in the Bagley School District has been established for educational purposes. The use of the District's electronic technologies is a valued resource for our community. All electronic technologies must be used in support of the educational program of the District. This access may be revoked at any time for abusive or inappropriate conduct related to the use of electronic technologies. Failure to comply with the District's Bullying and District Acceptable Use Policy or the guidelines stated in this document for care and use of the Chromebook may result in the loss of privilege to take the Chromebook home or use of the device in general.





# Responsibilities

## Student Responsibilities:

- Students are expected to use the Chromebooks appropriately for educational purposes.
- Students are expected to follow the District's Acceptable Use Policy and the District Bullying Prohibition Policy.
- Students will have the ability to set themes and desktops as long as they are in compliance with the District's Acceptable Use Policy. The presence of inappropriate content may result in loss of Chromebook privilege and/or other disciplinary actions.
- ~~The use of music on the Chromebook during classroom time will be at the discretion of the classroom teacher.~~
- The Chromebooks will be managed by District Technology staff. Students attempting to hack or jailbreak the Chromebook will be subject to disciplinary action.
- Students are expected to have their Chromebook in school each day with a fully charged battery. ~~A limited number of loaners may be available on a first-come, first-serve basis.~~ The only time a loaner will be available is during testing. Forgetting a Chromebook or having a dead battery will not be accepted as a reason for failing to complete work or turn in assignments.

## Student Responsibilities (Continued):

- Repeated failure to bring the Chromebook to school or failing to charge the battery may result in the loss of home privileges for the student.
- Students will not be allowed to personalize the Chromebook by adding stickers to the device with the exception of a sticker or label for identification. ~~Cases will not be provided by the district as the selected Chromebook is designed with durability. Students may choose to buy and use their own case if they would like.~~
- Students will make technology staff aware of any issues of malfunctioning or broken devices in a timely manner by reporting to the Media Center.
- Students will attend Chromebook Orientation/Rollout and complete the Student-Parent Agreement form found at the end of this handbook.
- Students must ensure that the adhesive name label is ALWAYS visible on their chromebook. If it comes off or becomes damaged, students should stop at Media Center for a replacement.
- Students should ALWAYS use ONLY the Chromebook they were issued. It is not acceptable to use another student's chromebook for ANY reason unless directed to do so by staff.



## Teacher Responsibilities:

- Teachers are expected to set up classroom routines to insure the proper care of the Chromebooks.
- Teachers will always model digital citizenship when teaching with District technology.
- Teachers will enforce student routines to charge and secure Chromebooks in charging carts daily (Grades 7 and 8). Teachers will lock Chromebook carts securely at the end of each day.
- Teachers will make the technology staff aware of any issues of malfunctioning or broken devices in a timely manner.
- Teachers will be trained on best practice for teaching with Chromebooks.

## Parent Responsibilities:

- Parents are required to attend a Parent Chromebook Orientation.
- The District asks for parents' support in communicating with their children about the standards of appropriate content and helping to monitor the use of the Chromebooks at home.
- Parents are responsible for filling out and signing the Student-Parent Agreement form found at the end of this handbook.

## Parent Responsibilities:

### Parent Responsibilities (Continued):

- If necessary, parents are expected to assist their child fill out any forms needed to report theft or damage.
- Parents are encouraged to become familiar with the Chromebook and to ensure the use of the technology to track their child's progress. The Chromebooks allow parents and students to view teachers' assignments calendars, track homework, and monitor progress toward coursework completion.

## Technology Staff Responsibilities:

- Tech staff at BHS will manage the Chromebooks through our Google School Management System.
- Tech staff will work diligently to ensure timely repair of any devices as needed.
- Tech staff will work closely with staff to provide needed training on best practice for teaching with Chromebooks.
- Tech staff will manage, set up and train staff on the use of Impero. ~~(New software which will be utilized in class in order to give teachers more control to encourage on task student behavior.)~~ in order to monitor and direct student chromebook use for instruction.

## Student Insurance Fee

The student insurance fee is \$20.00 per Student (\$10.00 per Free/Reduced Student). The insurance fee has a Family Maximum of \$60 per family (\$30.00 per Free/Reduced Family).

The Chromebook Insurance Cost will provide insurance for accidental damage, vandalism, fire, flood, natural disasters, and power surges due to lightning. The \$20.00 payment is nonrefundable. Loss or theft of the Chromebook is NOT covered with this insurance. The insurance cost is an annual cost.

\*Students moving into the district during the school year will have a pro-rated fee.

\*Please contact us if the insurance fee is a hardship.

## Terms of the Chromebook Loan

Chromebooks will be distributed at the discretion of the District Administration upon confirmation that the Student-Parent Agreement form has been signed and the Technology Insurance Cost has been received. ~~Insurance costs are non-refundable and will be used for ensuring proper function of programs and operating systems throughout the year as well as general wear and tear on the devices.~~

The Chromebook is the property of Bagley Public Schools and as a result may be seized and reviewed at any time. The student should have NO expectation of privacy of materials found on a device.

Student Chromebooks and accessories will be checked in at the end of each school year at a date and time determined by the Administration. Students who graduate early, transfer, withdraw or are expelled will return the Chromebook and accessories at the time of withdrawal. Students returning to school the following year will be issued the same Chromebook that was previously assigned to them.

The District reserves the right to repossess the Chromebook and accessories at any time if the student does not fully comply with the terms of this handbook. The District may also choose to limit and/or withdraw home use privileges for failure to comply.

Failure to return the property in a timely fashion may result in payment of the device and/or the involvement of law enforcement.

## Terms of the Chromebook Loan (Continued)

The Chromebooks will be subject to routine monitoring by teachers, administrators, and/or technology staff. Users have **no expectation** of privacy when using Bagley Public School's equipment or technology systems.

The use of the Chromebooks during instructional times is governed by classroom teachers. Failure to follow the instructions of the teacher may result in disciplinary action.

Fully charged iPad/Chromebook batteries will typically accommodate 10-12 hours of operation. Battery failure will be replaced by the District at no charge to the student and family. Students are expected to have their assigned device charged and ready for use each day.

## Taking Care of Your Chromebook

### General Precautions:

- Only use a clean, soft cloth to clean the screen, no cleansers of any type (i.e. no Clorox wipes).
- Cords and cables must be inserted carefully into the Chromebook to prevent damage.
- Chromebooks must remain free of any writing or drawing.
- Chromebooks must never be left in an unlocked locker, unlocked car, or any unsupervised area.
- Chromebooks must never be left in a location susceptible to extreme cold or hot weather.
- Students are responsible for keeping their Chromebook's battery charged for school each day.

### Care:

- The keyboard and exterior can be wiped with a clean, damp (not saturated) cloth as needed.
- Do not lean on the top of the Chromebook when it is closed.
- Do not overextend the hinge by opening the Chromebook too far.
- Do not place anything (papers, pencils, etc.) inside the Chromebook before closing.
- Do not place anything on/near Chromebook that could cause too much pressure (keep this in mind when placing your Chromebook in your backpack).
- Clean the screen with a soft, dry cloth or anti-static cloth.

## Security and Theft Protection

The Chromebook may ONLY be used by the student to whom it was assigned or by the parents of the student. The student **may not** loan their assigned Chromebook to another student or friend.

The student is responsible for the security of the Chromebook at all times. The Chromebook should never be left unsecured. When not with the student, the Chromebook should be secured or stored in a locked location. During after-school activities and/or away events, students are still responsible for securing the Chromebook.

### Damage/Theft/Repair



#### Lost or Stolen Device

If the device is lost or stolen, it must be reported as soon as possible, at the HS to the Media Center. It is the responsibility of the student and family to recover or replace the lost or stolen iPad/Chromebook. If necessary, the District will involve the police to assist in the recovery.

#### Accidental Damage

If the device is damaged through normal student usage, it must be reported to the Media Center as soon as possible and a repair form will need to be filled out immediately. Your repair will be processed as quickly as possible and a loaner will be provided until the tablet is fixed.

#### Other Intentional Damage/Misuse

If the Chromebook is damaged by an act of “*purposely destroying school property*”, it must be reported to the Media Center as soon as possible and a repair form will need to be filled out immediately. Your repair will be processed as quickly as possible ~~but no loaner will be provided to the student.~~ **A loaner may given in some situations.** Discipline will be given to the student following existing District School policies. All costs associated with repairing the damaged Chromebook will be the **responsibility of the student and family.**

**Screen Repair Cost: \$45**

**Replacement Charger: \$25**

**Replacement Charger: ~~\$25~~ \$20**

**Bevel: \$30**

**Cover: \$40**

**Lost or Damaged Beyond Repair:\$200**

## ACCEPTABLE USE ACKNOWLEDGMENT FORM

### 524F Bagley School District K-12 Acceptable Use Policy Acknowledgment Form<sub>1</sub>

Board Adopted: September 2, 2008

Board Revised: March 16, 2015

Bagley Public School information technology resources, including email, network and Internet access, are provided for educational purposes. Adherence to the following policy is necessary for continued access to the school's technological resources:

#### **Students must**

*Respect and protect the privacy of others.*

Use only assigned accounts.

Do not view, use, or copy passwords, data, or networks to which they are not authorized.

Do not distribute private information about others or themselves.

*Respect and protect the integrity, availability, and security of all electronic resources.*

Observe all network security practices, as posted.

Report security risks or violations to a teacher or network administrator.

Do not destroy or damage data, networks, or other resources that do not belong to them, without clear permission of the owner.

Conserve, protect, and share these resources with other students and Internet users.

*Respect and protect the intellectual property of others.*

Do not infringe copyrights (no making illegal copies of music, games, or Movies!).

Do not plagiarize.

*Respect and practice the principles of community.*

Communicate only in ways that are kind and respectful.

Report threatening or discomfoting materials to a teacher.

Do not intentionally access, transmit, copy, or create material that violates the school's code of conduct (such as messages that are pornographic, threatening, rude, discriminatory, or meant to harass).

Do not intentionally access, transmit, copy, or create material that is illegal (such as obscenity, stolen materials, or illegal copies of copyrighted works).

Do not respond to any unsolicited

Do not use the resources to further other acts that are criminal or violate the school's code of conduct.

Do not send spam, chain letters, or other mass unsolicited mailings.

Do not buy, sell, advertise, or otherwise conduct business, unless approved as a school project.

<sup>1</sup> Complete Acceptable Use Policy is available via the district website ([www.bagley.k12.mn.us](http://www.bagley.k12.mn.us)) or by request from the District Office.

**Students in grades 4-12 may, if in accord with the policy above**

Design and post web pages and other material from school resources.

Use direct communications such as instant messaging if approved by a teacher for class purposes.

Use the resources for any educational purpose.

**Students in grades k-3 may**

Access previewed websites through the use of links on the District Website.

**Consequences for Violation.** Violations of these rules may result in disciplinary action, including the loss of a student's privileges to use the school's information technology resources.

**Supervision and Monitoring.** School and network administrators and their authorized employees monitor the use of information technology resources to help ensure that uses are secure and in conformity with this policy. Administrators reserve the right to examine, use, and disclose any data found on the school's information networks in order to further the health, safety, discipline, or security of any student or other person, or to protect property. They may also use this information in disciplinary actions, and will furnish evidence of crime to law enforcement.

## **Technology Department Contact Information:**

**Brenda Dukek**-District Technology Coordinator

Phone: 694-6528 ext. 3253

E-mail: [bdukek@bagley.k12.mn.us](mailto:bdukek@bagley.k12.mn.us)

**Mark Aamodt**-High School Technology Support

Phone: 694-6528 ext. 5300

E-mail: [maamodt@bagley.k12.mn.us](mailto:maamodt@bagley.k12.mn.us)

**Troy Reynolds**-District Technology Integrationist

Phone: 694-6528 ext. 3250

E-mail: [treynolds@bagley.k12.mn.us](mailto:treynolds@bagley.k12.mn.us)

**Technology Department E-Mail:** [itdept@bagley.k12.mn.us](mailto:itdept@bagley.k12.mn.us)

Name: \_\_\_\_\_

Grade Level: \_\_\_\_\_

~~Cash~~ ~~Check #~~ \_\_\_\_\_

**Bagley High School**  
**Student/Parent Agreement Form**

Student access to technology in the Bagley Public School District has been established for educational purposes. The use of the Bagley School District's electronic technologies is a valued resource to our community. All electronic technologies must be used in support of the educational program of the District. This privilege may be revoked at any time for abusive or inappropriate conduct related to the use of electronic technologies.

Failure to comply with the District's Bullying Policy and Acceptable Use Policy or the guidelines stated in the Student Device Handbook for care and use of the device may result in the loss of privilege to take the Chromebook home or use the device in general. The device is the property of Bagley Public Schools and as a result may be seized and reviewed at any time. The student should have no expectation of privacy of materials found on a device. Students are responsible for costs associated with lost, stolen, intentional damage or recurring damage.

Bagley Schools 1:1 Learning Initiative requires a **\$20 annual fee** for students in grades 7-12. ~~For students moving into the district, this fee would be prorated by the quarter.~~

**Student Agreement**

I have reviewed and agree to follow Bagley Public School's 1:1 Learning Initiative expectations ~~and acknowledge that I have read and understand Bagley's Acceptable Use Policy. cited in this agreement and understand my responsibilities as a student.~~

(Print) Student Name: \_\_\_\_\_ Date: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Grade \_\_\_\_\_

**Parent/Guardian Agreement**

I/we have reviewed and agree to follow the Bagley Public Schools 1:1 Learning Initiative expectations cited in this agreement and understand my/our responsibilities as a Parent/Guardian. By signing below, I give permission for my child to use a managed email through Bagley Schools, as well as create/use other educational accounts.

(Print)Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_



# Bagley Elementary School



## Device Handbook

~~Approved June 27, 2016~~

Updated (Pending Approval) August 20, 2018

### Mission Statement

We pledge to develop within students the appropriate skills, knowledge, and understanding that will enable them to be successful in the next phases of their lives.

### Overview

The Bagley Public School District is committed to preparing our students to succeed in our rapidly changing world. It is essential that the District provide our students with the 21st century skills that they need to be self-directed learners. We believe that effective teaching and learning includes the effective use of technology to best prepare each student for the world in which they live. To accomplish this vision, the District is making iPad technology available to all students in grades K-6 as described below. The following requirements and guidelines apply to the iPad initiative.

# Responsibilities

## Student Responsibilities:

- Students are expected to use the iPads appropriately for educational purposes within or outside the building as directed by the instructor.
- Students are expected to follow the District's Acceptable Use Policy and the District Bullying Prohibition Policy.
- Students will not have the ability to set or change screen passcodes or security settings. Security settings will be set by technology staff.
- Students attempting to hack or jailbreak the iPad will be subject to disciplinary action.
- Students are responsible for costs associated with damages to the iPad due to intentional or purposeful misuse.
- **Students will make technology staff aware of any issues of malfunctioning or broken devices in a timely manner by reporting to their teacher.**

## Teacher Responsibilities:

- Teachers are expected to set up classroom routines to insure the proper care of the iPads.

## Teacher Responsibilities: (Continued)

- Teachers will always model digital citizenship at an age appropriate level when teaching with District technology.
- Teachers will charge and secure iPads daily and/or have routines that include the students in this process. Teachers will lock iPads in a secure location and/or lock their classroom door when they leave each day.
- Teachers will make the technology staff aware of any issues of malfunctioning or broken devices in a timely manner.
- Teachers will be trained on best practice for teaching with iPads.

## Technology Staff Responsibilities:

- Tech staff at BES will manage the iPads with a Mobile Device Management (MDM) which will set restrictions, install and remove apps based on teacher request and run updates.
- Tech staff will work diligently to ensure timely repair of any devices as needed.
- Tech staff will work closely with staff to provide needed training on best practice for teaching with iPad

## ACCEPTABLE USE ACKNOWLEDGMENT FORM

### 524F Bagley School District K-12 Acceptable Use Policy Acknowledgment Form<sub>1</sub>

Board Adopted: September 2, 2008

Board Revised: March 16, 2015

Bagley Public School information technology resources, including email, network and Internet access, are provided for educational purposes. Adherence to the following policy is necessary for continued access to the school's technological resources:

#### Students must

1. *Respect and protect the privacy of others.*
  - Use only assigned accounts.
  - Do not view, use, or copy passwords, data, or networks to which they are not authorized.
  - Do not distribute private information about others or themselves.
2. *Respect and protect the integrity, availability, and security of all electronic resources.*
  - Observe all network security practices, as posted.
  - Report security risks or violations to a teacher or network administrator.
  - Do not destroy or damage data, networks, or other resources that do not belong to them, without clear permission of the owner.
  - Conserve, protect, and share these resources with other students and Internet users.
3. *Respect and protect the intellectual property of others.*
  - Do not infringe copyrights (no making illegal copies of music, games, or Movies!).
  - Do not plagiarize.
4. *Respect and practice the principles of community.*
  - Communicate only in ways that are kind and respectful.
  - Report threatening or discomfoting materials to a teacher.
  - Do not intentionally access, transmit, copy, or create material that violates the school's code of conduct (such as messages that are pornographic, threatening, rude, discriminatory, or meant to harass).
  - Do not intentionally access, transmit, copy, or create material that is illegal (such as obscenity, stolen materials, or illegal copies of copyrighted works).
  - Do not respond to any unsolicited
  - Do not use the resources to further other acts that are criminal or violate the school's code of conduct.
  - Do not send spam, chain letters, or other mass unsolicited mailings.
  - Do not buy, sell, advertise, or otherwise conduct business, unless approved as a school project.

1 Complete Acceptable Use Policy is available via the district website ([www.bagley.k12.mn.us](http://www.bagley.k12.mn.us)) or by request from the District Office.

**Students in grades 4-12 may, if in accord with the policy above**

1. Design and post web pages and other material from school resources.
2. Use direct communications such as instant messaging if approved by a teacher for class purposes.
3. Use the resources for any educational purpose.

**Students in grades k-3 may**

1. Access previewed websites through the use of links on the District Website.

**Consequences for Violation.** Violations of these rules may result in disciplinary action, including the loss of a student's privileges to use the school's information technology resources.

**Supervision and Monitoring.** School and network administrators and their authorized employees monitor the use of information technology resources to help ensure that uses are secure and in conformity with this policy. Administrators reserve the right to examine, use, and disclose any data found on the school's information networks in order to further the health, safety, discipline, or security of any student or other person, or to protect property. They may also use this information in disciplinary actions, and will furnish evidence of crime to law enforcement.

## **Technology Department Contact Information:**

**Brenda Dukek**-District Technology Coordinator

Phone: 694-6528 ext. 3253

E-mail: [bdukek@bagley.k12.mn.us](mailto:bdukek@bagley.k12.mn.us)

**Mark Aamodt**-High School Technology Support

Phone: 694-6528 ext. 5300

E-mail: [maamodt@bagley.k12.mn.us](mailto:maamodt@bagley.k12.mn.us)

**Troy Reynolds**-District Technology Integrationist

Phone: 694-6528 ext. 3250

E-mail: [treynolds@bagley.k12.mn.us](mailto:treynolds@bagley.k12.mn.us)

**Technology Department E-Mail:** [itdept@bagley.k12.mn.us](mailto:itdept@bagley.k12.mn.us)

**Bagley Elementary School**  
**Student/Parent Agreement Form**

Student access to technology in the Bagley Public School District has been established for educational purposes. The use of the Bagley School District’s electronic technologies is a valued resource to our community. All electronic technologies must be used in support of the educational program of the District. This privilege may be revoked at any time for abusive or inappropriate conduct related to the use of electronic technologies.

Failure to comply with the District’s Bullying Policy and Acceptable Use and Safety Policy or the guidelines stated in the Student Device Handbook for use may result in the loss of privilege. The device is the property of the Bagley Public Schools and as a result may be seized and reviewed at any time. The student should have no expectation of privacy of materials found on a device. Students are responsible for the cost associated with intentional damage of their device and damage due to carelessness.

**Student Agreement**

I have reviewed and agree to follow the Bagley Public Schools 1:1 Learning Initiative expectations cited in this agreement and understand my responsibilities as a student.

(Print) Student Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Student Signature: \_\_\_\_\_ Grade \_\_\_\_\_

**Parent Agreement**

I/we have reviewed and agree to follow the Bagley Public Schools 1:1 Initiative expectations cited in this agreement and understand my/our responsibilities as a Parent/Guardian. By signing below I give permission for my child to use a \*managed email through the Bagley Schools, and if applicable to create user accounts in Khan Academy, Nearpod, and/or applications of the like managed by the classroom teacher and/or the Bagley Technology Department.

\*managed email-Elementary student gmail accounts will be restricted to mail only within our bagley.k12.mn.us domain.

(Print) Parent Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent Signature: \_\_\_\_\_

**(Please sign and return to your child’s teacher.)**

Reauthorization of Board Approved Referendum Authority

EXTRACT OF MINUTES OF MEETING  
OF SCHOOL BOARD  
OF INDEPENDENT SCHOOL DISTRICT NO. 162  
(BAGLEY PUBLIC SCHOOLS)  
STATE OF MINNESOTA

HELD: August 20, 2018

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 162 (Bagley Public Schools), State of Minnesota, was held in said school district on August 20, 2018, at 7:30 o'clock p.m.

The following members were present:

and the following were absent:

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

**RESOLUTION REAUTHORIZING A PREVIOUSLY AUTHORIZED  
BOARD APPROVED REFERENDUM AUTHORITY**

BE IT RESOLVED by the School Board of Independent School District No.162, State of Minnesota, as follows:

1. The Board has previously authorized a Board approved referendum authority in the amount of \$300.00 per adjusted pupil unit pursuant to Minnesota Statutes, Section 126C.17, Subd. 9a. That authority expires after taxes payable in 2018. The Board hereby reauthorizes that authority for \*5 years, beginning with taxes payable in 2019. The Board may subsequently reauthorize the Board approved referendum authority in increments of up to five years.

\*not to exceed five years

2. The clerk is authorized and directed to submit a copy of the adopted resolution to the Minnesota Department of Education as soon as reasonably practicable after its adoption, but in no event later than September 30, 2018.

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ . On a roll call vote, the following voted in favor:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA            )  
  )SS  
COUNTY OF CLEARWATER        )

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 162 (Bagley), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the school board of said school district duly called and held on the date therein indicated, so far as such minutes relate to adopting a resolution reauthorizing a previously authorized Board approved referendum authority, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this \_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Clerk



## 102 EQUAL EDUCATIONAL OPPORTUNITY POLICY

Board Adopted: October 18, 2010

Board Revised: ~~October 16, 2017~~ August 20, 2018

### I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the Bagley School District.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of Bagley School District's policy is to provide equal educational opportunity for all students. The Bagley School District does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation **as defined in Minn. Stat. § 363A.03, Subd. 44 including gender identity and expression**, or age. The Bagley School District also makes reasonable accommodations for disabled students.

~~*[Note: Part of the definition of "sexual orientation" within the Minnesota Human Rights Act (MHRA) is "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness," which is how gender identity and expression gain protection under the MHRA. Minn. Stat. § 363A.03, Subd. 44.]*~~

- B. The Bagley School District prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. Every school district employee shall be responsible for complying with this policy conscientiously.
- E. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

**205 OPEN MEETINGS AND CLOSED MEETINGS**

Board Adopted: January 20, 2015

Board Revised: 2018

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

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

**III. DEFINITION**

"Meeting" means a gathering of at least a quorum or more members of the school board, or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

**IV. PROCEDURES**

A. Meetings

1. Regular Meetings

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

2. Special Meetings

- a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the

school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.
- c. This notice shall be posted and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.
- e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than 60 days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

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

shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

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

5. Closed Meetings

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

6. Actual Notice

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

7. Health Pandemic or Declared Emergency

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

8. Meetings Conducted by Interactive Technology

A meeting may be conducted by interactive technology, Skype, or other similar electronic means in compliance with Minn. Stat. § 13D.02.

B. Votes

The votes of school board members shall be recorded in the official minutes.

C. Written Materials

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

D. Data

1. Meetings may not be closed merely because the data to be discussed are not public

data.

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

E. Closed Meetings

1. Labor Negotiations Strategy

- a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.
- b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings shall be electronically recorded, and the electronically recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions, and hearings between the school board and its employees or their respective representatives are public meetings. These meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Charges

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

4. Performance Evaluations

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

5. Attorney-Client Meeting

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

6. Dismissal Hearing

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

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within 14 days of that decision.
- b. If the coach requests the reasons for the nonrenewal, the school board must give the coach the reasons in writing within 10 days of receiving the request.
- c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.
- e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

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

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

9. Purchase and Sale of Property

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

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

10. Security Matters

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

11. Other Meetings

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

F. Procedures for Closing a Meeting

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. Ch. 13D (Open Meeting Law)

Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)

Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)

Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)

Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)

Minn. Rules Part 5510.2810 (Bureau of Mediation Services)

*Brown v. Cannon Falls Township*, 723 N.W.2d 31 (Minn. App. 2006)

*Brainerd Daily Dispatch v. Dehen*, 693 N.W.2d 435 (Minn. App. 2005)

*The Free Press v. County of Blue Earth*, 677 N.W.2d 471 (Minn. App. 2004)

*Prior Lake American v. Mader*, 642 N.W.2d 729 (Minn. 2002)

*Star Tribune v. Board of Education, Special School District No. 1*, 507 N.W.2d 869 (Minn. App. 1993)



*Minnesota Daily v. University of Minnesota*, 432 N.W.2d 189 (Minn. App. 1988)  
*Moberg v. Independent School District No. 281*, 336 N.W.2d 510 (Minn. 1983)  
*Sovereign v. Dunn*, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)  
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)  
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)  
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)  
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)  
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)  
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)  
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)  
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

**Cross References:** MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 207 (Public Hearings)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

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

Board Adopted: February 2, 2015

Board Revised: 2018

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

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

**III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:  
  
Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the terms of any

agreement settling any dispute arising out of the employment relationship, including a superintendent buyout agreement, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; a work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

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

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; and any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597. Once an individual has been appointed to a public body, the following additional items of data are public: residential address and either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; provided, however, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

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

- A. School district employees have a legal right to privacy related to matters which may

come before the school board, including, but not limited to, the following:

1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.

B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

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

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

## VI. PROCEDURES

### A. Agenda Items

1. ~~Citizens~~ Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The ~~citizen~~ persons should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.

2. ~~Citizens~~ **Persons** who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain. Fill out the Public Input Application and give it to the ~~school board secretary at least 10 minutes~~ **District Office the Friday** prior to ~~the start of~~ the meeting.
3. The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's

supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.

3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

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

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

D. No Board Action at Same Meeting

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

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

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

**Please give to the *School Board Secretary ten minutes District Office the Friday prior to the start of the meeting.***

**PUBLIC INPUT APPLICATION**

**School Board Adopted: February 2, 2015 School Board Revised: 2018**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Topic you desire to address \_\_\_\_\_

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**Informational Notes:**

1. You should share your thoughts in three to five minutes. The Board chair will monitor the time.
2. General comments will be presented during the agenda item: Communications/Open Forum
3. Comments relative to a specific agenda item will be heard when the appropriate agenda issue is heard by the Board. Public comment will be the first order of business for a particular agenda issue.
4. Patrons should not expect an immediate answer to their questions voiced during the public comment. It takes time for thoughtful research prior to responding. When appropriate, the School Board chair will direct follow-up activities.
5. An employee's reputation is very important. Therefore, public criticism of an employee is inappropriate at a School Board meeting. Any **citizen persons** having a personnel complaint should reduce it to writing and submit it to the Superintendent of Schools. If the concern is with the Superintendent, it should be put in written form and shared with the Chairperson of the Board.
6. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
7. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.

## 401 EQUAL EMPLOYMENT OPPORTUNITY

Board Revised: October 19, 2015

Board Revised: ~~October 17, 2016~~ August 20, 2018

### I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

### II. GENERAL STATEMENT OF POLICY

A. The policy of the Bagley School District is to provide equal employment opportunity for all applicants and employees. The Bagley School District does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation orientation ~~as defined in Minn. Stat. § 363A.03, Subd. 44, including gender identity or expression,~~ age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.

*[Note: The Minnesota Human Rights Act defines "sexual orientation" to include "having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness." Minn. Stat. § 363A.03, Subd. 44.]*

B. The Bagley School District prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.

C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.

D. Every school district employee shall be responsible for following this policy.

### III. GRIEVANCE PROCEDURE FOR COMPLAINTS OF DISCRIMINATION

The following grievance procedure applies to claims of sex and disability discrimination:

A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 30 calendar days of the alleged violation.

B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an employee or student directly with the Human Rights Officer, the school board or other school district official.



- C. While the school board has designated the Human Rights Officer to receive complaints of unlawful discrimination, if the complaint involves the Human Rights Officer, the complaint shall be made to the superintendent.

Human Rights Officer

Principal ~~David Gooch~~ Anthony Kerr

1130 Main Avenue North

Bagley, MN 56621

Tel (218) 694-3120

[dgooch@bagley.k12.mn.us](mailto:dgooch@bagley.k12.mn.us) [tkerr@bagley.k12.mn.us](mailto:tkerr@bagley.k12.mn.us)

[scairns@bagley.k12.mn.us](mailto:scairns@bagley.k12.mn.us)

Superintendent

Steve Cairns

202 Bagley Avenue NW

Bagley, MN 56621

Tel (218) 694-6184

- D. Upon receipt of a complaint, the Human Rights Officer shall immediately notify the superintendent. If the superintendent is the subject of the complaint, the Human Rights Officer shall immediately notify the school board.
- E. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 24 hours and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office.
- F. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligation.

#### **IV. INVESTIGATION**

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 coordinator for complaints of disability discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.
- 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 other methods deemed pertinent by the investigator.

- C. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incident occurred.
- D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- E. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school board. The report shall include the facts, a determination of whether the allegations have been substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.
- F. The district shall comply with federal and state law pertaining to retention of records.

**V. APPEAL**

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled “Right to Alternative Complaint Procedures”.

**VI. SCHOOL DISTRICT ACTION**

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such action may include, but is not limited to, warning, suspension, expulsion, transfer, remediation or termination. School district action taken for violation of this policy shall be consistent with the requirements of application collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The result of the school district’s investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

**VII. RETALIATION**

The school district shall take appropriate action against any student, teacher,

administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in any investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

**VIII. CONFLICT OF INTEREST**

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third party investigator to conduct the investigation or recusal from the process by the person for whom a conflict or potential conflict of interest exists.

**IX. DISSEMINATION OF POLICY**

The school district shall adopt and publish these procedures.

**X. 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 agencies listed below or initiating action in state or federal court.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office of Civil Rights, Region V  
500 West Madison Street, Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

MN Department of Human Rights  
190 East 5<sup>th</sup> Street  
St. Paul, MN 55101  
Toll Free: 800-657-3704  
Tel: 651-296-5663  
TDD: 651-296-1283

**For complaints of employment discrimination:**

Equal Employment Opportunity Commission  
330 S. 2<sup>nd</sup> Avenue, Suite 430  
Minneapolis, MN 55401  
Toll Free: 800-669-4000  
Tel: 612-335-4040  
TDD: 612-335-4045

This document provides general information and is not to be a substitute for legal advice. Changes in the law, including timelines for filing a complaint, may affect your rights.

- Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 2615 (Family and Medical Leave Act)  
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)  
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)
- Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 405 (Veteran’s Preference)  
MSBA/MASA Model Policy 413 (Harassment and Violence)

INDEPENDENT SCHOOL DISTRICT NO. 162

401 FORM: EQUAL EMPLOYMENT OPPORTUNITY DISCRIMINATION GRIEVANCE REPORT FORM  
Board Adopted: December 10, 2010 Board Revised: ~~October 17, 2016~~ 2018

General Statement of Policy Prohibiting Equal Employment Opportunity Discrimination

Independent School District No. 162 maintains a firm policy prohibiting all forms of discrimination on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, **including gender identity or expression**, age, family care leave status, or veteran status. All persons are to be treated with respect and dignity. Discrimination will not be tolerated.

Complainant: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Work Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

I have been discriminated against based on \_\_\_\_\_  
because \_\_\_\_\_  
\_\_\_\_\_

Date of alleged incident(s): \_\_\_\_\_

Name of person you believe discriminated against you or another person: \_\_\_\_\_  
\_\_\_\_\_

If the alleged discrimination was toward another person, identify that person: \_\_\_\_\_  
\_\_\_\_\_

Describe the incident(s) as clearly as possible, including such things as: any verbal statements; what, if any, physical contact was involved; etc. (attach additional pages if necessary): \_\_\_\_\_  
\_\_\_\_\_

Location of the incident(s): \_\_\_\_\_  
\_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_  
\_\_\_\_\_

This complaint is filed based on my honest belief that \_\_\_\_\_ has discriminated against me or another person based on \_\_\_\_\_. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Complainant Signature)

\_\_\_\_\_  
(Date)

Received by: \_\_\_\_\_

\_\_\_\_\_  
(Date)



## 413 HARASSMENT AND VIOLENCE

Board Adopted: August 10, 1993

Board Revised: ~~May 2, 2016~~ August 20, 2018

### I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation **as defined in Minn. Stat. § 363A.03, Subd. 44, including gender identity or expression**, or disability.

~~–[Note: The Minnesota Human Rights Act defines “sexual orientation” to include “having or being perceived as having a self image or identity not traditionally associated with one’s biological maleness or femaleness.” Minn. Stat. § 363A.03, Subd. 44.]~~

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, orientation **as defined in Minn. Stat. § 363A.03, Subd. 44, including gender identity or expression**, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, orientation **(as defined in Minn. Stat. § 363A.03, Subd. 44), including gender identity or expression**, or disability.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person’s race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, orientation **(as defined in Minn. Stat. § 363A.03, Subd. 44), including gender identity or expression**, or disability, as defined by this policy. (For purposes of this policy, school district personnel includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person’s race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, orientation **(as defined in Minn. Stat. § 363A.03, Subd. 44), including gender identity or expression**, or disability.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person’s race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, orientation **(as defined in Minn. Stat. § 363A.03, Subd. 44), including gender identity or expression**, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have

violated this policy.

### III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, ~~gender~~, age, marital status, familial status, status with regard to public assistance, sexual orientation, orientation (as defined in *Minn. Stat. § 363A.03, Subd. 44*), ~~including gender identity or expression~~, or disability when the conduct:

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

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications; Definitions

1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:

- a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
- b. has a record of such an impairment; or
- c. is regarded as having such an impairment.

2. "Familial status" means the condition of one or more minors being domiciled with:

- a. their parent or parents or the minor's legal guardian; or
- b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.



3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
  5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
  7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
1. Sexual harassment consists of unwelcome sexual advances, requests 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 employment or 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 student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt 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 sexual orientation~~, orientation (as defined in Minn. Stat. § 363A.03, Subd. 44) ~~including gender identity or expression~~.

G. Sexual Violence; Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
  - 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.

H. Violence; Definition

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

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, orientation (as defined in *Minn. Stat. § 363A.03, Subd. 44*), ~~including gender identity or expression~~, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker 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 may result in

disciplinary action against the building report taker.

- G. In the District. The school board hereby designates superintendent as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.<sup>1</sup>
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

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<sup>1</sup> In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

## **V. INVESTIGATION**

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. SCHOOL DISTRICT ACTION**

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

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

**VII. RETALIATION OR REPRISAL**

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

**VIII. 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.

**IX. 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 Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

**X. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education

programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, ~~and~~ resourcefulness, ~~and/or~~ sexual abuse prevention.

- F. This policy shall be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)

**Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)**

Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)

Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

Minn. Stat. § 609.341 (Definitions)

Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)

20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)

29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)

29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)

42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)

42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)

42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)

42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)

MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

**413F Harassment and Violence Report Form**

Board Adopted: August 10, 1993

Board Revised: ~~May 2, 2016~~ 2018

INDEPENDENT SCHOOL DISTRICT NO. 162

General Statement of Policy Prohibiting Harassment

Independent School District No. 162 maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, , **including gender identity or expression**, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, , **including gender identity or expression**, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant \_\_\_\_\_  
Home Address \_\_\_\_\_  
Work Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Date of Alleged Incident(s) \_\_\_\_\_

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation, **including gender identity or expression** \ disability

Name of person you believe harassed or was violent toward you or another person or group.  
\_\_\_\_\_

If the alleged harassment or violence was toward another person or group, identify that person or group.  
\_\_\_\_\_

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Where and when did the incident(s) occur? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List any witnesses that were present \_\_\_\_\_  
\_\_\_\_\_

This complaint is filed based on my honest belief that \_\_\_\_\_ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Complainant Signature)

\_\_\_\_\_  
(Date)

Received by \_\_\_\_\_

\_\_\_\_\_  
(Date)



## 707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

Board Adopted: 2018

*[Note: The obligations stated in this policy are largely governed by statute. Statutory references are included throughout the policy. A school district may choose to add obligations to the model policy.]*

### I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

### III. DEFINITIONS

- A. “Child with a disability” includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of Education. A licensed physician, an advanced practice nurse, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district’s discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability. (Minn. Stat. § 125A.02)
- B. “Home” is the legal residence of the child. In the discretion of the school district, “home” also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student’s parent or guardian as the home of a student for part or all of the day, if requested by the student’s parent or guardian, or an

afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. (Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)

- C. “Homeless student” means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. (42 U.S.C. § 11434a)
- D. “Nonpublic school” means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minn. Stat. §120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*). (Minn. Stat. §123B.41, Subd. 9)
- E. “Nonresident student” is a student who attends school in the school district and resides in another district, defined as the “nonresident district.” In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student’s parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. (Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 125A.51; Minn. Stat. § 127A.47, Subd. 3)
- F. “Pupil support services” are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located. (Minn. Stat. § 123B.41, Subd. 4)
- G. “School of origin,” for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. (42 U.S.C. § 11432(g)(3)(G))
- H. “Shared time basis” is a program where students attend public school for part of

the regular school day and who otherwise fulfill the requirements of Minn. Stat. § 120A.22 by attendance at a nonpublic school. (Minn. Stat. § 126C.01, Subd. 8)

- I. “Student” means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. (Minn. Stat. § 123B.41, Subd. 11)

#### **IV. ELIGIBILITY**

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside one miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student’s parent or guardian. (Minn. Stat. § 123B.88, Subd. 1)
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

#### **V. TRANSPORTATION OF NONRESIDENT STUDENTS**

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students. (Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3)
- B. If the school district decides to transport a nonresident student within the student’s resident district, the school district will notify the student’s resident district of its decision, in writing, prior to providing transportation. (Minn. Stat. § 123B.88, Subd. 6)
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. (Minn. Stat. § 127A.47, Subd. 3(b))
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. (Minn. Stat. § 123B.92, Subd. 3(b))

**VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS**

- A. In general, the school district shall not provide transportation between a resident student’s home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil’s residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil’s actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minn. Stat. § 124D.03, Subd. 8)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student’s own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. (Minn. Stat. § 123B.88, Subds. 1 and 4)
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. (Minn. Stat. § 124D.041)

**VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/ STUDENTS WITH TEMPORARY DISABILITIES**

- A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minn. Stat. § 123B.92, Subd. 1(b)(4), for a resident child with a disability not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include an individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child’s level of functioning and needs. (Minn. Stat. § 123B.88, Subd. 1)
- B. Resident students with a disability whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be

entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the handicapping condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600)

- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. (Minn. Stat. § 125A.65)
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. (Minn. Stat. § 125A.12)
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district. (Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation.

(Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))

- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

## VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. (42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
  - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district. (42 U.S.C. § 11432(g)(1)(J)(iii)(I))
  - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))
  - 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of

origin outside of the school district upon agreement with the school district in which the school of origin is located. (Minn. Stat. § 125A.51(f))

4. A homeless nonresident student enrolled under Minn. Stat. § 124D.08, Subd. 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. (Minn. Stat. § 123B.92, Subd. 3(c)).

## **IX. AVAILABILITY OF SERVICES**

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. (Minn. Stat. § 123B.88, Subd. 21)

## **X. MANNER OF TRANSPORTATION**

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means. (Minn. Stat. § 123B.88, Subd. 1)

## **XI. RESTRICTIONS**

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 U.S.C. § 1415 (Individuals with Disabilities Act), 29 U.S.C. § 794 (the Rehabilitation Act), and 42 U.S.C. § 12132, (Americans with Disabilities Act) are governed by these provisions. (Minn. Stat. § 121A.59)

## **XII. FEES**

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. (Minn. Stat. § 123B.36, Subd. 1(10))
- B. The school district may charge fees for transportation of students to and from

school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minn. Stat. § 190.05. (Minn. Stat. § 123B.36, Subds. 1(11) and 6)

- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. (Minn. Stat. § 123B.36, Subd. 1(13))
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. (Minn. Stat. § 123B.36, Subd. 3)

**Legal References:**

Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)  
Minn. Stat. § 123B.36 (Authorized Fees)  
Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)  
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)  
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)  
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District)  
Minn. Stat. Ch. 125A (Children With a Disability)  
Minn. Stat. § 125A.02 (Children With a Disability, Defined)  
Minn. Stat. § 125A.12 (Attendance in Another District)  
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)  
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)  
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)  
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)  
Minn. Stat. § 126C.01 (General Education Revenue - Definitions)  
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)  
Minn. Stat. § 190.05 (Definitions)  
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)  
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)  
20 U.S.C. § 1415 (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits)



of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)

42 U.S.C. § 11431 *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)

42 U.S.C. § 12132 *et seq.* (Americans With Disabilities Act)

***Cross References:***

MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 710 (Extracurricular Transportation)

MSBA Service Manual, Chapter 2, Transportation

## **708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS**

Board Adopted: 2018

*[Note: The obligations stated in this policy are largely governed by statute. Statutory references are included throughout the policy. A school district may choose to add obligations to the model policy.]*

### **I. PURPOSE**

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

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

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

### **III. ELIGIBILITY**

- A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minn. Stat. § 123B.88 and § 123B.92 when applicable. (Minn. Stat. § 123B.86, Subd. 1)
- B. Upon the request of a parent or guardian, the school district shall provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation shall be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (Minn. Stat. § 123B.86, Subd. 2(a))
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. (Minn. Stat. § 123B.86, Subd. 2(b))

- D. The school district shall provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school. (Minn. Stat. § 123B.44, Subd. 1)
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. (Minn. Stat. § 123B.86, Subd. 3; Minn. Stat. § 123B.91, Subd. 1a)
- F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

#### **IV. STUDENTS WITH DISABILITIES**

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district shall provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (Minn. Stat. § 125A.18)
- B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be

applicable to parents who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1)

- C. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)
- D. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

## V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [*Model Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

**Legal References:**

- Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
- Minn. Stat. § 123B.84 (Policy)
- Minn. Stat. § 123B.86 (Equal Treatment)
- Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
- Minn. Stat. § 123B.91, Subd. 1a (Compliance by Nonpublic and Charter School Students)
- Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
- Minn. Stat. Ch. 125A (Children With a Disability)
- Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
- Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
- Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
- Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al.*, 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
- Eldredge v. Independent Sch. Dist. No. 625*, 422 N.W.2d 319 (Minn. Ct. App. 1988)
- Healy v. Independent Sch. Dist. No. 625*, 962 F.2d 1304 (8<sup>th</sup> Cir. 1992)
- Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
- Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
- Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
- Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
- Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
- Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

**Cross References:**

- MSBA/MASA Model Policy 707 (Transportation of Public School Students)
- MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
- MSBA Service Manual, Chapter 2, Transportation

**709 STUDENT TRANSPORTATION SAFETY POLICY**

Board Revised: ~~August 21, 2017~~ August 20, 2018

**I. PURPOSE**

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership. This policy will be posted in the student handbooks, on the School District website, and will be discussed during the fall open houses.

**II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING**

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
  - a. transportation by school bus is a privilege, not a right;
  - b. school district policies for student conduct and school bus safety;
  - c. appropriate conduct while on the bus;
  - d. the danger zones surrounding a school bus;
  - e. procedures for safely boarding and leaving a school bus;
  - f. procedures for safe vehicle lane crossing; and
  - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four weeks of their first day of attendance.
3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minn. Stat. § 169.446, Subd. 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
9. The school district shall adopt and make available for public review a curriculum for transportation safety education. Curriculum materials can be reviewed at the School District's Transportation Office/School Office. Transportation safety education curriculum shall be part of the District curriculum review cycle.
10. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

### III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. **Serious misconduct may be reported to local law enforcement.**
  1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus, on the School District's website, and in the student handbooks. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.
  2. Rules at the Bus Stop
    - a. Get to your bus stop five minutes before your scheduled pick up time. The

school bus driver will not wait for late students.

- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs, and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road, or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the school bus.
- k. **Students cannot break the Technology Acceptable Use Policy.**

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field

trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

(1) If the student chooses to break a rule:

1<sup>st</sup> offense – The **bus driver** will use regular processes to correct the behavior such as verbal reprimand, assign the student to a different seat, and/or talk to the parents/guardians about the situation. (Please note! All written referrals will be signed by the Transportation Director.)

2<sup>nd</sup> offense – If the same situation persists or more develop, the **bus driver** will fill out a warning slip noting the problem. Give one copy to the student, transportation director and the school office, call the parent/guardian as soon as possible to verify that the student took the warning slip home and call the transportation director be sure to warn the student and the parent/guardian that continued problems will result in the student losing his bus riding privileges. Drivers must follow these set guidelines to suspend riding privileges.

3<sup>rd</sup> offense – One school-day suspension from riding the bus. If the problem behavior continues, the **bus driver** notifies the student that he/she may not ride the bus the following day. This is done by written notice also. The bus driver must contact the parent, the transportation director, and a school building administrator, as soon as possible. If the parent cannot be contacted, the student shall be allowed to ride the bus for a maximum of 1-additional route or day, while the parent is contacted. Sometimes this means that you may have to make a trip to the student's home after your route. You may not let any child off from the bus at any other spot but their own home unless you have had directions from their parent/guardian or the transportation director to do so. If you brought them to school in the morning, you must deliver them home at night, unless instructed to do otherwise.

4<sup>th</sup> offense – three to five school-day suspension from riding the bus, depending on the severity of the infraction. Working collaboratively, the transportation director and a building administrator, the bus driver will meet with the student and the parent/guardian, in an effort to resolve the problem and administrate the bus suspension. A written notice is given to the parent/guardian, the transportation director and the school administrator. The student will not be allowed to ride a bus again until after the parent/guardian meeting.

5<sup>th</sup> offense – two-week suspension from riding the bus. Working collaboratively, the transportation director and a building administrator, will meet with the student and the parent/guardian, in an effort to resolve the problem and administrate the two-week bus suspension. A written notice is given to the parent/guardian, the transportation director and the school administrator. The student will not be allowed to ride a bus again until after the parent/guardian



meeting. The building administrator will ~~now~~ notify the Superintendent if a two-week bus suspension is being imposed.

6<sup>th</sup> offense – Off the bus for a minimum of three-weeks up to the remainder of the school year. The bus driver, the transportation director, and a building administrator, will conduct a meeting with the student and the parent/guardian, to discuss the loss of riding privileges and the duration of the suspension. The student will not be allowed to ride a bus again until after a parent/guardian meeting has been held following the suspension by a building administrator if a bus suspension is being imposed.

Severe Clause: Students will be suspended immediately off the bus for behavior deemed severe by the bus driver and the transportation director or a building administrator.

#### 5. Guidelines for bus discipline

- a. The transportation director may override a decision made by the bus driver.
- b. If the parent cannot be contacted, the student shall be allowed to ride the bus for a maximum of 1-additional route or day, while the parent is contacted.
- c. When circumstances require a student to ride home on a bus other than the one to which he/she is regularly assigned, written parental permission or a pass from the office is required.
- d. If a student is removed from the bus as a result of his/her behavior, the parents will be required to provide transportation to and from school during the entire period of removal from a bus. The removal applies to all regular, spectator and activity buses.
- e. At each step when a student loses bus riding privileges, a written record will be made of the incident with copies to the student, parent/guardian, transportation director and a building administrator. Such record will include as many details as possible. Details to include are: time, bus number, regular or special route, names, date, specific behavior, students in the area, action taken, result of the phone call to the parent and other pertinent information.

#### 6. Things for the bus drivers to watch out for

- a. Be sure you clearly say what you want students to do. Avoid the words “behave”, “straighten up” and “settle down”. Use a command that they cannot twist around like “sit down”, “stop throwing things”, “keep your hands to yourself”, “move to the front set”, etc. Be sure you do what you say. If you said that a student has been warned issue the written note and contact the parents. Don’t make idle threats. Be sure you are acting on first hand and complete information. Take action on what **you** see and not on what someone else told you or thought. Act on what you believe is right in a given situation. Your judgment should be used in gray areas. **You are responsible for the discipline on your bus!**
- b. If a student has been denied riding privileges due to severe behavior, the transportation director may move to any level as a result of the conference in

step three and assign appropriate penalties.

c. If a parent wants to comment on a situation on the bus they should use the following steps:

1<sup>st</sup> Step – Go to the bus driver and try to resolve the problem.

2<sup>nd</sup> Step – Go to the transportation director and try to resolve the problem.

3<sup>rd</sup> Step – Go to the school building administrator and try to resolve the problem.

4<sup>th</sup> Step – Go to the Superintendent and try to resolve the problem.

5<sup>th</sup> Step – Go to the transportation committee of the Board to try and resolve the problem.

6<sup>th</sup> Step – Go to the Board of Education to try and resolve the problem.

(2) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(3) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that causes an immediate and substantial danger to the student or surrounding persons or property will be provided by the school district to the Department of Public Safety in accordance with state and federal law.

(4) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. **Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.**

(5) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus, the student handbooks and district web-site. School bus rules will be discussed at the school building's

open house.

(6) Criminal Conduct

In cases involving criminal conduct, including but not limited to; assault, weapons, drug possession, or vandalism, ~~will be reported to local law enforcement officials~~ the appropriate school district personnel and local law enforcement officials will be informed.

**IV. PARENT AND GUARDIAN INVOLVEMENT**

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop five minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

**V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES**

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. ~~Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-1" school bus as set forth in Section VII.D., below.~~
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with a type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or

local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a “serious traffic violation” means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
  2. reckless driving;
  3. improper or erratic traffic lane changes;
  4. following the vehicle ahead too closely;
  5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
  6. driving a commercial vehicle without obtaining a commercial driver’s license or without having a commercial driver’s license in the driver’s possession.
- D. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver’s license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person’s employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-1 school bus ~~or type III vehicle~~, who has a Minnesota commercial driver’s license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person’s employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person’s employer within ten days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

## VI. SCHOOL BUS DRIVER TRAINING

- A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, “annually” means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver “evaluation certification” form for each school district driver as contained in the Model School Bus Driver Training Manual.
2. All school bus drivers shall be required to attend in-service training as requested by the transportation director and the school district administration. Training may include but is not limited to; crisis intervention protocols, de-escalation techniques, trauma and socio-emotional awareness, students with disabilities and special needs, behavior interventions and individual education plans.
3. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

**B. Evaluation**

School bus drivers and type III drivers will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual “school bus driver evaluation form” (road test evaluation) as contained in the Model School Bus Driver Training Manual.

**VII. OPERATING RULES AND PROCEDURES**

**A. General Operating Rules**

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.
6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in Minn. Stat. § 169.011, Subd. 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.
7. In the event a child is left unattended on a bus resulting from the failure of a driver to perform the post-route walk-through, the driver will be suspended without pay for a minimum of ten days. The district reserves the right to increase the severity of the discipline, up to and including possible termination of employment, dependent upon the results of the investigation of such an incident. A second infraction will result in termination of employment.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
  - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver’s compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
  - b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver’s compartment and must be marked to indicate their identity and location.
  - c. **A type III vehicle must contain at least three red reflectorized triangle road warning devices. Liquid burning “pot type” flares are not allowed.**
  - d. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Class D Driver's License

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
  - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
  - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
    - (1) safe operation of a type III vehicle;
    - (2) understanding student behavior, including issues relating to students with disabilities;
    - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
    - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
    - (5) handling emergency situations;
    - (6) proper use of seat belts and child safety restraints;
    - (7) performance of pretrip vehicle inspections;
    - (8) safe loading and unloading of students, including, but not limited to:
      - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
      - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
      - (c) avoiding a loading or unloading location that would require a



student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

- (d) placing the type III vehicle in “park” during loading and unloading;
  - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
- (9) compliance with paragraph V.F. concerning reporting convictions to the employer within ten days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minn. Stat. § 122A.18, Subd. 8, or Minn. Stat. § 123B.03 for school district employees; Minn. Stat. § 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. § 171.321, Subd. 3, for all other persons operating a type III vehicle under this section.
  - d. Operators shall submit to a physical examination as required by Minn. Stat. § 171.321, Subd. 2.
  - e. The operator’s employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer’s policy under Minn. Stat. § 181.951, Subds. 2, 4, and 5. Notwithstanding any law to the contrary, the operator’s employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
  - f. The operator’s driver’s license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minn. Stat. § 171.321, Subd. 5.
  - g. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of violating Minn. Stat. § 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol-related school bus driver offenses), or whose driver’s license is revoked under Minn. Stat. §§ 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver’s license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for five years from the date of conviction.
  - h. A person who has ever been convicted of a disqualifying offense as defined in Minn. Stat. § 171.3215, Subd.1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
  - i. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within three years of the

first of three other moving offenses is precluded from operating a type III vehicle for one year from the date of the last conviction.

- j. Students riding the type III vehicle must have training required under Minn. Stat. § 123B.90, Subd. 2 (See Section II.B., above).
  - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The type III vehicle must bear a current certificate of inspection issued under Minn. Stat. § 169.451.
  - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I “Activity” Buses Driven by Employees with a Driver’s License Without a School Bus Endorsement

- 1. The holder of a Class D driver’s license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
  - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
  - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
  - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
  - d. The operator has submitted to a background check and physical examination as required by Minn. Stat. § 171.321, Subd. 2.
  - e. The operator has a valid driver’s license and has not sustained a conviction of a disqualifying offense as set forth in Minn. Stat. § 171.02, Subd. 2a(h) - 2a(j).
  - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration’s “Guideline for the Safe Transportation of Pre-school Age Children in School Buses,” if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
  - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
3. A school bus operated under this section must bear a current certificate of inspection.
4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

#### **VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES**

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
  1. the student's name and address;
  2. the nature of the student's disabilities;
  3. emergency health care information; and
  4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

#### **IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS**

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.
- E. Bagley Public Schools will be on a ten-year school bus purchase rotation schedule with the exception of the multi-needs bus which will remain on an eight-year rotation schedule. Buses that do not meet safety and maintenance requirements will be rotated at the discretion of the Director of Transportation and approval by the Board of Education.

#### **X. TRANSPORTATION FOR IN-TOWN STUDENTS**

Students in Kindergarten through fifth grade have first priority for transportation if the bus becomes full. Parents of sixth through twelfth grade students are required to sign a permission form, developed by the Transportation Director, before students are allowed to ride the bus.

#### **XI. RELIGIOUS RELEASE TIME TRANSPORTATION**

Bagley Public School busses may transport students to and from Religious Release Time classes. In return, participating churches will agree to pay Independent School District 162 for the true and accurate costs for the provided transportation services. (Ex. Bus use fees, bus driver salary, and etc.)

Bagley Public School busses, or any school vehicle, will not be rented outside of the district for any purpose other than Religious Release Time.

#### **XII. SCHOOL TRANSPORTATION SAFETY DIRECTOR**

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by Minn. Stat. § 171.321, Subd. 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

## 722 PUBLIC DATA REQUESTS

Board Adopted: 2018

*[Note: School districts are required by statute to establish procedures consistent with the Minnesota Government Data Practices Act for public data requests.]*

### I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

### II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (MGDPA), and Minn. Rules Parts 1205.0100-1205.2000 in responding to requests for public data.

### III. DEFINITIONS

#### A. Government Data

“Government data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

#### B. Inspection

“Inspection” means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public’s own computer equipment.

#### C. Public Data

“Public data” means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

#### D. Responsible Authority

“Responsible authority” means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise

provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

E. Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.

**IV. REQUESTS FOR PUBLIC DATA**

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:
  - a. Date the request is made;
  - b. A clear description of the data requested;
  - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - d. Method to contact the requestor (such as phone number, address, or email address).
2. A requestor is not required to explain the reason for the data request.
3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:
  - a. The requested data does not exist; or
  - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

- (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
  - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
- c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
  3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
  4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
  5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

## **V. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
  1. A request for the preparation of summary data must include the following information:

- a. Date the request is made;
  - b. A clear description of the data requested;
  - c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - d. Method to contact requestor (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:
1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or
  3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

## VI. COSTS

- A. Public Data
1. The school district will charge for copies provided as follows:
    - a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
    - b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.



- (1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).
- (2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

**B. Summary Data**

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
  - a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
  - b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

**Data Practices Contacts**

**Responsible Authority:**

Kristi Moritz, BES Principal  
202 Bagley Ave NW, Bagley, MN 56621  
218-694-6528; [kmoritz@bagley.k12.mn.us](mailto:kmoritz@bagley.k12.mn.us)

Tony Kerr, BHS Principal  
1130 Main Ave N, Bagley, MN 56621  
218-694-3120; [tkerr@bagley.k12.mn.us](mailto:tkerr@bagley.k12.mn.us)

**Data Practices Compliance Official:**

Steve Cairns, Superintendent  
202 Bagley Ave NW, Bagley, MN 56621  
218-694-6184; [scairns@bagley.k12.mn.us](mailto:scairns@bagley.k12.mn.us)

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

**Cross References:** MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

INDEPENDENT SCHOOL DISTRICT NO. 162  
**PUBLIC DATA REQUEST FORM**  
 Board Adopted: 2018

**TO BE COMPLETED BY THE REQUESTOR**

REQUESTOR NAME (NOT REQUIRED):	PHONE NUMBER:*
ADDRESS:*	EMAIL ADDRESS:*
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED:	
INSPECTION ONLY _____ COPIES ONLY** _____ BOTH INSPECTION AND COPIES _____ **	
**Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

**FOR OFFICE USE ONLY**

DATE REQUEST RECEIVED:	REQUEST RECEIVED BY:
DATE OF RESPONSE:	RESPONSE PROVIDED BY:

\* Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.

**RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD MEMBERS  
AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION**

**BE IT RESOLVED** by the School Board of Independent School District No. 162, State of Minnesota as follows:

1. It is necessary for the school district to hold its general election for the purpose of electing three (3) school board members for terms of four (4) years each.

The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 6<sup>th</sup> day of November, 2018.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on Election Day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on Election Day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and

directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

General Election Ballot

Independent School District No. 162  
Bagley Public Schools

November 6, 2018

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**Instructions to Voters:**

**To vote, completely fill in the oval(s) next to your choice(s) like this:**



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**School Board Member  
Vote for Up to Three**

- Wendy Fultz
  - Jamie Grover
  - Donald Nordlund
  - \_\_\_\_\_  
write-in, if any
  - \_\_\_\_\_  
write-in, if any
  - \_\_\_\_\_  
write-in, if any
- 

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

7. The name of each candidate for office at this election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

8. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish,

in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

9. The individuals designated as judges for the state general election shall act as election judges for this election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit them to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and the tenth day following the general election.

10. The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

Date \_\_\_\_\_

BY ORDER OF THE SCHOOL BOARD

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



FY 20 18 For School Year ending June 30, 2019

### Affirmation of Consultation with Tribal Representatives

PL.114-95 § 8538 states that:

(b) DOCUMENTATION. — Each affected local educational agency shall maintain in the agency’s records and provide to the state educational agency a written affirmation signed by the appropriate officials of the participating tribes or tribal organizations approved by the tribes that the consultation required by this section has occurred.

#### LEA

Name of LEA:	<u>Bagley Public Schools</u>	SD #	<u>0162-01</u>
LEA Superintendent	<u>Steve Cairns</u>	Email:	<u>scairns@bagley.k12.mn.us</u>
		Phone:	<u>218-694-6184</u>
LEA ESSA Coordinator:	<u>Steve Cairns</u>	Email:	<u>scairns@bagley.k12.mn.us</u>
		Phone:	<u>218-694-6184</u>
Signature:	<u>Steve D. Cairns</u>	Signature:	<u>Steve D. Cairns</u>

#### Tribal Representatives

Name of Tribe/Organization:	_____
Contact:	_____

Tribal Representative:	_____	Title:	_____
Email:	_____	Phone:	_____
Tribal Representative:	_____	Title:	_____
Email:	_____	Phone:	_____
Tribal Representative:	_____	Title:	_____
Email:	_____	Phone:	_____

**Affirmations:**

We agree that timely and meaningful consultation occurred before the LEA submitted plans or applications for the following Title programs under ESSA.

We agree that we have participated in meaningful and timely discussion on each Title under ESSA and have chosen to participate in the programs marked below.

<input checked="" type="checkbox"/>	Title I, Part A (Improving Basic Programs Operated by State and Local Educational Agencies)
<input type="checkbox"/>	Title I, Part C (Education of Migratory Children)
<input type="checkbox"/>	Title I, Part D (Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent, or At-Risk)
<input checked="" type="checkbox"/>	Title II, Part A (Supporting Effective Instruction)
<input type="checkbox"/>	Title III, Part A (English Language Acquisition, Language Enhancement, and Academic Achievement Act)
<input checked="" type="checkbox"/>	Title IV, Part A (Student Support and Academic Enrichment Grants)
<input type="checkbox"/>	Title IV, Part B (21 <sup>st</sup> Century Community Learning Centers)
<input type="checkbox"/>	Title V, Part B, Subpart 2 (Rural and Low-income School Program)
<input checked="" type="checkbox"/>	Title VI, Part A, Subpart 1 (Indian Education Formula Grants to Local Educational Agencies)

We Agree that timely and meaningful consultation shall continue throughout the implementation and assessment of services provided under section 8535 on the following dates: July 23-2018

Superintendent (or designee): Steve D. Cairns Date: Aug 16-2018

Tribal Representative: \_\_\_\_\_ Date \_\_\_\_\_

**Required Topics during Consultation**

Check to affirm that all of the required topics were discussed during the consultation process:

<input checked="" type="checkbox"/> How students' needs will be identified (culturally, linguistically and academically)	<input checked="" type="checkbox"/> Proportion of funds allocation for services
<input checked="" type="checkbox"/> What services will be offered	<input checked="" type="checkbox"/> Title programs under ESSA
<input checked="" type="checkbox"/> Size and scope of equitable services	<input checked="" type="checkbox"/> How, where, when, and by whom services will be provided
<input checked="" type="checkbox"/> Equitable services to teachers and Parents	<input checked="" type="checkbox"/> How services will be assessed and improved based on assessment results
<input checked="" type="checkbox"/> How and when decisions about the delivery of services will be made	<input checked="" type="checkbox"/> Parent and tribal engagement

**Attach this completed document to the district's Title I, Part A SERVS application.**

**If you have questions or you would like to request a Word version to add signature lines to this**

**Affirmation Form, email [mde.esea@state.mn.us](mailto:mde.esea@state.mn.us).**