

MEMO TO: Board of Education
TOPIC: Regular School Board Meeting
FROM: Dr. Erich Heise, Superintendent
DATE: August 29, 2019

A Regular School Board Meeting of the Board of Education will be held September 3, 2019 at 7:30 PM in the High School Room 101.

Agenda

1. CALL TO ORDER

A. Pledge

2. PREVIEW OF AGENDA

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

3. ADDITIONS TO THE AGENDA

4. CONSENT AGENDA

A. Minutes - August 19th 4

5. COMMUNICATIONS

6. STUDENT INPUT AND RECOGNITION

7. PUBLIC AGENDA ITEM

8. INFORMATION ITEMS

A. BES Principal Report 7

B. BHS Principal Report

C. Community Education Report

D. Superintendent Report

E. Committee Reports

1) Athletics

2) District Advisory

3) Meet and Confer

4) Negotiations

5) Security

6) Transportation

7) Wellness

8) Other	
F. Achievement and Integration Plan and Budget - First Reading - Carol Vik	9
9. SCHOOL BOARD ACTION ITEMS	
A. Staffing	
1) Hire - Jessie Enstrom, food service support staff Contingent upon receipt of an appropriate background check.	
2) Hire - Melanie Raiter, food service support staff Contingent upon receipt of an appropriate background check.	
3) Hire - Carl Jacobs as an EBD Teacher Contingent upon receipt of an appropriate teaching license and a satisfactory background check.	
4) Hire - Amy O'Beirne as a paraeducator Contingent upon receipt of a satisfactory background check and meets MDE paraprofessional requirements.	
5) Hire - Brittany Nattress as a paraeducator - HS Indian Education	
6) BES Paraeducator - Anticipated	
B. Clearwater County Nursing Service Agreement for 2019-2020 SY	36
C. Norby Property Easement	37
D. Verizon NASPO Contract for Cell Phones and Services - Brenda Dukek	55
E. Policy Second Reading & Adoption	
1) Policy 618 - Assessment of Student Achievement - Revised	91
2) Policy 620 - Credit for Learning - Revised	98
3) Policy 624 - Online Learning - NEW	104
4) Policy 713 - Student Activity Accounting - NEW	110
5) Policy 802 - Obsolete Equipment - NEW	114
6) Policy 416 - Drug and Alcohol Testing - Revised	118
F. Ratification of 2019-2021 Work Agreement	
1) Business Manager	135
2) Coordinator of District Services/Admin. Assistant	136
3) Payroll/HR	137
4) Lead Custodian	138
5) BEA	139
10. NEXT MEETING'S AGENDA ITEMS	

11. FUTURE MEETINGS

School Board Meeting – September 16, 2019, at 7:30 p.m. in BHS Room 101

12. ADJOURNMENT

**BAGLEY PUBLIC SCHOOLS
REGULAR SCHOOL BOARD MEETING
AUGUST 19, 2019
MINUTES**

The regular meeting of the School Board, Independent School District #162 was held on August 19, 2019, at 7:30 p.m. in High School Room 101. Members present: Adam Broden, Amy Fontaine, Wendy Fultz, Jeremy Davies, Don Nordlund and Superintendent Heise. Members absent: Jamie Grover and Renee Benson.

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

1. A motion was made by Don Nordlund, seconded by Jeremy Davies to approve the following consent agenda items:
 - A. July 15 & July 24 Minutes
 - B. August 2019 Invoices - \$301,192.56 – Ck #60202-60276
 - C. July 2019 Hand Payables - \$139,001.27 – Ck #33131-33149
 - D. July 2019 Statement of Cash Balances – \$3,617,056.41
 - E. July 2019 Budget Comparison
 - F. July 2019 Wires Payments - \$171,394.23
 - G. Elementary Auxiliary Account
 - H. SFM Worker Comp Insurance - \$70,538.00Motion Passed 5-0.
2. Student Council Update announced the 201-2020 Student Council membership and apprised the Board on the upcoming homecoming week happenings.
3. A motion was made by Jeremy Davies, seconded by Wendy Fultz to approve the Student Council homecoming spirit and button sales, parade route and permit. Motion passed 5-0.
4. Principal Moritz apprised the Board of the BES August happenings.
5. Principal Kerr apprised the Board of the BHS August happenings.
6. First reading and comments of the following policy was held:
 - A. Policy 618 – Assessment of Student Achievement
 - B. Policy 620 – Credit for Learning
 - C. Policy 624 – Online Learning
 - D. Policy 713 – Student Activity Accounting
 - E. Policy 802 – Obsolete Equipment
 - F. Policy 416 – Drug and Alcohol Testing
7. A motion was made by Jeremy Davies, seconded by Wendy Fultz to review Policy 721 – Uniform Grant Guidance. No changes were made. Motion passed 5-0.
8. The following resolution was moved by Jeremy Davies and seconded by Wendy Fultz:

RESOLUTION REGARDING BOARD CONTROL OF EXTRACURRICULAR ACTIVITIES

WHEREAS, Laws 2019, First Special Session, chapter 11, article 1, section 5 requires changes in the accounting for student activity funds and provides that school boards must take charge of and control all student activities of the public schools in the district, that all money received or expended for extracurricular activities shall be recorded in the same

August 19, 2019 – Page 1

manner as other revenues and expenditure of the district and that the district must reserve revenue raised for extracurricular activities and must spend that revenue only for extracurricular activities;

NOW, THEREFORE, BE IT RESOLVED, that the School Board of Independent School District No. 162, Bagley, directs the district's administration to implement the requirements of Laws 2019, First Special Session, chapter 11, article 1, section 5.

The vote on adoption of the Resolution was as follows:

Aye: Jeremy Davies, Wendy Fultz, Don Nordlund, Amy Fontaine, and Adam Broden

Nay: None

Absent: Jamie Grover and Renee Benson

Whereupon, said Resolution was declared duly adopted.

9. A motion was made by Wendy Fultz, seconded by Amy Fontaine to adopt the BES Staff Handbook with recommended changes. Motion passed 5-0.
10. A motion was made by Amy Fontaine, seconded Jeremy Davies to revise Policy 534 – Unpaid Meal Charges. Motion passed 5-0.
11. A motion was made by Wendy Fultz, seconded Amy Fontaine to revise Policy 419 – Tobacco-Free Environment. Motion passed 5-0.
12. A motion was made by Amy Fontaine, seconded by Jeremy Davies to revise Policy 532 – Use of Peace Officers and Crisis Teams. Motion passed 5-0.
13. A motion was made by Amy Fontaine, seconded by Don Nordlund to revise Policy 603 – Curriculum Development. Motion passed 5-0.
14. A motion was made by Jeremy Davies, seconded by Wendy Fultz to revise Policy 611 – Home Schooling. Motion passed 5-0.
15. A motion was made by Amy Fontaine, seconded by Don Nordlund to revise Policy 616 – School District System Accountability. Motion passed 5-0.
16. A motion was made by Amy Fontaine, seconded by Jeremy Davies to approve the purchase of service agreement for the Transportation of Children and Youth in Foster Care for the 2019-2020 SY. Motion passed 5-0.
17. A motion was made by Amy Fontaine, seconded by Jeremy Davies to accept the scissors lift quote of Star Equipment, Inc. in the amount of \$13,510. LTFM funds will be used for this purchase. Motion passed 5-0.
18. A motion was made by Amy Fontaine, seconded by Jeremy Davies to approve the MSEA 2019-2021 work agreement. Motion passed 5-0.
19. Technology Director Dukek presented information regarding Verizon NASPO Contract for Cell Phones and Services. The Board requested this item to be placed on the next agenda.

20. A motion was made by Amy Fontaine, seconded by Jeremy Davies to hire Sadie Kortan as a paraeducator contingent upon receipt of a satisfactory background check and meets MDE paraprofessional requirements. Motion passed 5-0.
21. A motion was made by Wendy Fultz, seconded by Don Nordlund to hire Emily Fultz as a physical education teacher contingent upon receipt of an appropriate teaching license and a satisfactory background check. Motion passed 5-0.
22. A motion was made by Don Nordlund, seconded by Amy Fontaine to hire Aricka Marsh as a DCD special education teacher contingent upon receipt of an appropriate teaching license and a satisfactory background check. Motion passed 5-0.
23. A motion was made by Jeremy Davies, seconded by Amy Fontaine to hire Jennifer Mathison as a highly qualified paraeducator contingent upon receipt of a satisfactory background check and meets MDE paraprofessional requirements. Motion passed 5-0.
24. A motion was made by Wendy Fultz, seconded by Adam Broden to hire Cassandra Loy as a highly qualified paraeducator contingent upon receipt of a satisfactory background check and meets MDE paraprofessional requirements. Motion passed 5-0.
25. A motion was made by Jeremy Davies, seconded by Don Nordlund to hire Cole Kortan as a route driver. Motion passed 5-0.
26. A motion was made by Wendy Fultz, seconded by Amy Fontaine to accept the resignation of Ashley Mayer effective August 19, 2019. Motion passed 5-0.
27. A motion was made by Jeremy Davies, seconded by Amy Fontaine to accept the resignation of Brittany Natrass effective August 19, 2019. Motion passed 5-0.
28. Items for the Next Agenda:
 - A. Policy Updates
 - B. Staffing
 - C. Verizon NASPO Contract for Cell Phones & Services
29. Future Meetings:
 - A. School Board Meeting – September 3, 2019
30. Motion by Fontaine to adjourn the meeting at 9:05 p.m. Motion passed 5-0.

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

Jamie Grover, Clerk
School Board
Ind. School District #162

ELEMENTARY PRINCIPAL REPORT

SEPT. 3, 2019

BACK TO SCHOOL



GOOSE CHASE

HIGHLIGHTS FROM BACK TO SCHOOL PROFESSIONAL DEVELOPMENT

- In Depth Positive Action Training
- Learning is an Adventure Presentation
- School safety
- Technology Update

ITEMS ON THE HORIZON

- First Day of School September 3
- Picture Day September 9





Carol Vik <cvik@bagley.k12.mn.us>

Achievement and Integration Plan and Budget Approval

Redfield, Jeanne (MDE) <jeanne.redfield@state.mn.us>
To: "scairns@bagley.k12.mn.us" <scairns@bagley.k12.mn.us>
Cc: "cvik@bagley.k12.mn.us" <cvik@bagley.k12.mn.us>

Tue, Jun 4, 2019 at 2:44 PM

Dear Superintendent Cairns:

The Minnesota Department of Education (MDE) has reviewed and approved your district's Achievement and Integration (A&I) Plan and fiscal year 2020 budget. The district staff listed as contacts for your plan and budget can provide you with information on how those documents meet requirements in statute and Minnesota's School Desegregation/Integration rules.

Your district's approved budget amount and updated aid estimates are included in MDE's School Finance Aid Entitlement reports. The bulleted information below recaps information on Achievement and Integration aid payments. Please share this with your business office:

- Your aid payments will be adjusted over time based on actual enrollment data and final expenditures.
- You can view your district's approved FY 2020 budget amount in the Minnesota Funding Reports (MFR) section of the MDE website within two weeks of receiving this message.
- Aid payments are based on the lesser of 1) the maximum amount of A&I revenue your district is eligible to receive, 2) your MDE-approved budget amount, or 3) what your district actually expends by the end of FY20.
- Questions regarding aid estimates and levy issues should be directed to Janice Carlson, School Finance, at (651) 582-8342 or janice.carlson@state.mn.us.

We appreciate the time you and your staff took to develop plans and budgets to increase integration and eliminate achievement disparities. Let us know how we can support you to ensure your strategies improve access, participation, representation and positive outcomes for all students.

If you have questions about the Achievement and Integration plan and budget review process, please contact Dr. Anne M. Parks, Office of Equity and Opportunity, at (651) 582-8337 or anne.parks@state.mn.us.

Thank you for your work you do every day on behalf of the students you serve.

Sincerely,
Stephanie

Stephanie Graff

Director, Equity and Opportunity

651-582-8242 | stephanie.graff@state.mn.us

Minnesota Department of Education

1500 Highway 36 West, Roseville, MN 55113

education.mn.gov



Achievement and Integration Plan July 1, 2019 to June 30, 2022

District ISD# and Name: ISD #162 Bagley Public Schools

District Integration Status: Adjoining District (A)

Superintendent: Steven Cairns

Phone: 218-694-6184

Email: scairns@bagley.k12.mn.us

Plan submitted by: Carol Vik

Title: Indian Education Director

Phone: 218-694-3120

Email: cvik@bagley.k12.mn.us

Racially Identifiable Schools within District

If you have been notified by the Minnesota Department of Education (MDE) that your district has a racially identifiable school, please list each of those schools below. Add additional lines as needed.

1. Our Schools have not been identified as RIS

Plans for racially identifiable schools should include the same information and follow the same format as districtwide plans. Provide that information in the [Racially Identifiable School section](#) of this document.

Partnering Districts Racially isolated districts must partner with adjoining districts on student integration strategies (Minn. R. 3535.0170). List the districts you will partner with, adding additional lines as needed. Provide the name of your integration collaborative if you have one: **Multidistrict Collaborative**.

1. **ISD # 2311 Clearbrook Gonvick** RI - Racially Isolated
2. **ISD # 38 Red Lake** RI - Racially Isolated
3. **ISD # 432 Mahnomem** RI - Racially Isolated
4. **ISD # 2215 Norman County East** A - Adjoining
5. **ISD # 601 Fosston** A - Adjoining

School Board Approval

We certify that we have approved this Achievement and Integration plan and will implement it as part of our district's World's Best Workforce plan (Minn. Stat. § 124D.861, subd. 4).

We certify that we sought and received input on integration goals and strategies from councils as described on page 2. The council(s) included representation and meaningful input from our American Indian Parent Advisory Committee as required by Minnesota Rules 3535.0160, subpart 2, and Minnesota Rules 3535.0170, subparts 2-5.

Superintendent: Steven Cairns

Signature:

Date Signed: March 15, 2019

School Board Chair: Adam Broden

Signature:

Date Signed: March 15, 2019

Plan Input

Minnesota School Desegregation/Integration Rule, part 3535.0170, subpart 2, requires racially isolated and adjoining districts to establish a multidistrict collaboration council to provide input on integration goals and to identify cross-district strategies to improve student integration.

American Indian Parent Advisory Committee Districts with an American Indian parent advisory committee must include representation from this committee on the councils described above (Minn. R. 3535.0160, subp. 2, and 3535.0170, subp. 3).

For stakeholder input to be meaningful it should be based on open communication and coordination that acknowledges and considers the views of all participants. For steps to ensure that input from your council is meaningful, see the Facilitation Guide on page 8 of the [Achievement and Integration Plan Guide](#), and page 4 of [Tribal Consultation Guidance](#).

Below, list your council members and identify American Indian parent committee members. Briefly describe council members' recommendations for your district-wide plan and for your racially identifiable school plans, as applicable. You may also include meeting dates and describe the process you used to ensure meaningful input from council members.

Meetings with our American Indian Parent Committee have been ongoing over the past year since spring 2018. There has been ongoing sustained conversation regarding Achievement and Integration programming and how it would assist students.

Meeting dates were: April 9, 2018, April 30, 2018, September 4, 2018, September 13, 2018, October 15, 2018 (Public Hearing), December 13, 2018, March 11, 2019.

Parent Committee members present at these meetings varied but the elected positions present were; Jo Auginaush – alternate Committee member/parent, James Hvezda – Vice Chairman/Parent, and Shane Auginaush – Chairman/Parent .

Multidistrict Collaboration Council:

Bagley Schools	Steven Cairns-Superintendent, Carol Vik- AIPAC member , Tony Kerr – HS Principal
Clearbrook – Gonvick Schools	Jeff Burgess, Amber Defoe
Fosston Schools	Kevin Ricke
Red Lake Schools	Mindy Crowley, Dustin Hinkley
Mahnomen Schools	Jeff Bisek, Aimee Pederson
Norman County East Schools	Rob Nudell

The above council met in January at the Mahnomen School and they met again later that month as well as in February. The representatives at the first meeting from Bagley were Carol Vik and Tony Kerr, HS Principal. We discussed strategies and ideas pertaining to what the programs would look like as a bordering school and racially identified school. We continued being a part of the conversations via email. The decision was made to focus with students in grades 6-8 (middle school) being it is a transitional point in a student's life for social emotional growth as well as making and connecting with new friends. We will work on closing achievement gaps via partnering and working with students in understanding and learning about other cultures. This would include societal roles of individual students through engagement and partnership in college and career readiness activities to broaden a worldview.

Achievement and Integration Goals

Goal #1: Reduce the reading achievement gap for American Indian student groups in Reading for 23.5% in 2018 to 34.4% in 2022. **Aligns with WBWF area:** All racial and economic achievement gaps between students are closed.

Goal type: Achievement Disparity

Strategy Name and # Closing the Gap 1:01 – Reducing the disparities for American Indian Students in Reading.

Type of Strategy: Innovative and integrated pre-K-12 learning environments. * If you choose this, complete the Integrated Learning Environments section below.

Integrated Learning Environments (Minn. Stat. § 124D.861, subd. 1 (c)). If you chose *Innovative and integrated pre-K through grade 12 learning environments* as the strategy type above, your narrative description should describe how the different aspects of integrated learning environments listed below are part of that strategy:

- Uses policies, curriculum, or trained instructors and other advocates to support magnet schools, differentiated instruction, or targeted interventions.
- Provides school enrollment choices.
- Increases cultural fluency, competency, and interaction.
- Increases graduation rates.
- Increases access to effective and diverse teachers.

Narrative description of this strategy.

Utilizing the Districts WBWF Strategic Plan our 2018 percentages for Reading MCA proficiency for our Native American Students was at 23.5 % and all students was 50.4%. The gaps between the identified subgroups should close at a 10% rate each year for American Indian students seeing an 11% increase over the 3 years.

The students will actively search for and meet with staff on a biweekly basis regarding their academics. They will be identified to be targeted for individual meetings to ensure they are passing classes and understanding what is being taught to test proficiently in each of their classes. The students will be monitored and tracked starting with the 6th grade through their senior year. If the students fall below a passing grade they will be targeted for additional academic support via after school tutoring or peer support. Students will also be encouraged to take classes that interest them yet are out of their comfort zone to give them a broader personal perspective on varying world perspectives. Students will be selected based on their grades, teacher recommendation, and at a percentage that is equal to the racial and socioeconomic percentages found on MDE. This should result in varying groups of students accessing the assistance and closing the gaps in both racial and socioeconomic areas. MCA test scores will be utilized and monitored for each of the targeted students. Minimal growth should be 10% per year for identified students.

Location of services: Bagley Schools

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2020	Target 2021	Target 2022
10% increase in reading for American Indian students – 2018 Baseline 23.5%	28.4%	31.3%	34.4%

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Goal #2: Increase all students’ equitable access to College/Career readiness activities from 75.5% in 2018 to 80.5 % participation of eligible students in 2022. **Aligns with WBWF**

area: All students are ready for career and college.

Goal type: Integration

Strategy Name and # Equitable Access 2:01 – Ensuring that all student have equitable access to College and Career readiness opportunities as well as access to on campus visits, activities to encourage ongoing education, ACT testing and Self-reported comfort levels outside of current culture/race, socioeconomic status increasing from the implementation of this program. We will be partnering with Clearbrook-Gonvick, Mahnomen, and Red Lake schools for this. Clearbrook-Gonvick will be our closest RIS school.

Type of Strategy: Career/college readiness and rigorous coursework for underserved students, including students enrolled in ALC.

Narrative description of this strategy.

Students grades 7-12 will have various opportunities to participate in College and Career readiness activities. These activities may consist of college visits, workplace visits, precollege programming, and other activities that may be identified later. The students will be assessed at the beginning based on their future plans, accessibility to the offered resources, and what barriers they may have. Students will be selected based on interest, staff identification, parental request, and/or student targeting. Students will be encouraged to take the ACT, ASVAB and any other potential college career tests to be prepared for any possible career/college outcome. The grades and GPA’s will be discussed with students in smaller group settings to encourage peer support and encouragement. Students will be from varying backgrounds based off of school setting (Clearbrook-Gonvick or Bagley) and to work together by sharing future plans and understanding community/cultural backgrounds. This will provide opportunity for students to engage with students that they normally would not have access to or have a meaningful social engagement with.

Location of services: Varying locations – Bagley and Clearbrook-Gonvick Schools, College campuses, other schools identified in the multidistrict collaborative

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2020	Target 2021	Target 2022
5% increase of students participating in college/Career exploration – 2018 Baseline 83	91	96	100
5% increase in the number of students taking the ACT - 2018 Baseline 68	74	78	82
Average Comfort level on a Likert Scale of 5 self-reported by students in their level of comfort with initiating and maintain social relationships with students different than themselves.	3.5	4.0	4.5

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Strategy Name and # 2:02 – Ensuring that all student have equitable access to College and Career readiness opportunities by providing activities to encourage ongoing education to students of diverse race, socioeconomic status by increasing participation from the implementation of this program. Students will enroll in college readiness by college in the High School, summer programming where they may earn college credit (if applicable). We will be partnering with Clearbrook-Gonvick, Mahnomen, and Red Lake schools for this. Clearbrook-Gonvick will be our closest RIS school.

Type of Strategy: Career/college readiness and rigorous coursework for underserved students, including students enrolled in ALC.

Narrative description of this strategy.

Students grades 7-12 will have various opportunities to participate in College and Career readiness activities. These activities may consist of college visits, workplace visits, precollege programming, and other activities that may be identified later. The students will be assessed at the beginning based on their future plans, accessibility to the offered resources, and what barriers they may have. Students will be selected based on interest, staff identification, parental request, and/or student targeting. Students will be encouraged to take the ACT, ASVAB and any other potential college career tests to be prepared for any possible career/college outcome. Students will also be encouraged and tracked in regards to college readiness, college in the High School, summer programming where they may earn college credit (if applicable). The grades and GPA's will be discussed with students in smaller group settings to encourage peer support and encouragement. Students will be from varying backgrounds based off of school setting (Clearbrook-Gonvick or Bagley) and to work together by sharing future plans and understanding community/cultural backgrounds. This will provide opportunity for students to engage with students that they normally would not have access to or have a meaningful social engagement with.

Location of services: Varying locations – Bagley and Clearbrook-Gonvick Schools, College campuses, other schools identified in the multidistrict collaborative

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2020	Target 2021	Target 2022
5% increase of students participating in college/Career exploration – 2018 Baseline 83	91	96	100
5% increase in the number of students taking the ACT - 2018 Baseline 68	74	78	82
Average Comfort level on a Likert Scale of 5 self-reported by students in their level of comfort with initiating and maintain social relationships with students different than themselves.	3.5	4.0	4.5

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Goal #3: Diverse Teachers – Increase student exposure to teachers from their cultural background by doing targeted recruitment for diverse applicants from 1 to 3 and an increase of diverse staff from 3.6% to 6% by 2022. **Aligns with WBWF area:** All racial and economic achievement gaps between students are closed.

Goal type: Teacher Equity

Strategy Name and # Diverse Teachers 3:01 – Recruiting and retaining diverse teachers for equitable access to teachers from a variety of backgrounds that would increase diverse, licensed teachers/staff.

Type of Strategy: Equitable access to effective and more diverse teachers.

Narrative description of this strategy.

Bagley currently has a race ethnic population of 71.4% White, 18.6% American Indian and a 7.7% mixed race. We also have Hispanic/Latino of 0.9% and Black/African American at 1.1%. Our teacher/student correlation should be at those percentages that reflect our students. Currently they are at 1.19% Hispanic/Latino, 1.19% Native American, 1.19% Asian, and 96.4% White.

This process will take place via the college and career readiness as the communication between staff at varying work places and within both schools will also result in communication in searching for and potential recruitment of diverse

staff. Some of the monies that would come of this program could be put forth as a scholarship for potential diverse staff to work at one of the participating schools. Being this is a Bagley Plan this would be a Bagley Teacher Diversity Incentive Scholarship. This would encourage Diversity in the school staff and should result in the recruitment and retention of effective, experienced, and licensed staff that our students can identify with. We would look at offering \$1500/semester (or another amount) with a form signed stating that each year they received financial assistance via this scholarship they would spend a year at one of the Bagley schools in a role that would offer diverse, licensed teachers that would eventually become experienced educators for our students.

Location of services: Varying Colleges, Bagley School

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2020	Target 2021	Target 2022
Diverse College students will be met with and spoken to for education tracts	5	10	15
Applications for the “Bagley Scholarship” and signed commitment from Diverse College students	1	2	3

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Strategy Name and # Diverse Teachers 3:02

Type of Strategy: Equitable access to effective and more diverse teachers.

Narrative description of this strategy.

The collaborative member Districts will send recruiters to the Minnesota Education Fair to recruit diverse and effective teachers to increase the number of teachers of color within the collaborative School Districts.

Location of services: Minnesota Education Fair

Key Indicators of Progress (KIP)

List key indicators of progress for this strategy and annual targets for each indicator. Choose indicators that will help you know if the strategy is creating the outcomes you want to see.	Target 2020	Target 2021	Target 2022
Increase the number of applicants received from teachers of color	1	2	3
Increase the percentage of teachers of color from 3.6% in 2019 to 6% in 2022.	3.6%	4.8%	6%

This data will be used to support evaluation of your plan (Minn. Stat. § 124D.861, subd. 5).

Creating Efficiencies and Eliminating Duplicative Programs

The Bagley School District will be working with the Multi District Collaborative and will work on partnering for initiatives that should split costs and pool resources/time to best meet the needs of our students. This plan looks at different ways of working together to strategically plan for the long term outlook of our students to provide a well-rounded diverse education.

Achievement and Integration FY 2020 Budget Workbook

Use these instructions to create your district's annual Achievement and Integration (A&I) A&I budget. Please refer to the Achievement and Integration Budget Guide on the A&I webpage for more information on revenue and for a list of budget review criteria.

Do not delete pages from this workbook. That will disable the formulas on the *Expenditure Summary* page which calculates the percentage of expenditure types and also sums total expenditures by FIN code--a helpful way to keep track of expenditures as you create your budget.

- Program and fiscal staff should work together to create this budget, drawing on your respective knowledge of what's in your district's A&I plan, costs that aren't detailed in the plan but are necessary to run approved plan activities, and school finance practices.
- **Proposed expenditures can be approved only for strategies included in a district's current MDE-approved A&I plan.**
- Expenditures to fund strategies included in a racially identifiable school (RIS) plan must be listed in the RIS tabs of this excel workbook.
- **Use the separate tabs for direct student services, PD, and Admin costs as explained in the A&I Budget Guide. The requirement for districts to use a certain percentage of revenue for each expenditure type is in A&I legislation and explained in the tabs of this budget workbook.**
- Add lines to a worksheet by inserting rows *before* a revenue total line. The revenue total lines are linked to a formula in the Expenditure Summary page. If you insert rows after them, your Expenditure Summary totals will be inaccurate.
- Create a **budget narrative** for each line item to document how proposed expenditures will fund strategies in your district's MDE-approved A&I plan. **Do not copy your plan description into the budget.** Instead, describe what each expenditure will purchase. Then identify by name and number the strategy in your plan that an expenditure will help fund. This info provides expenditure detail not included in your plan.
- List proposed FIN 313 (initial revenue) and FIN 318 (incentive revenue) expenditures on the separate tabs marked in the budget workbook. These are two different types of A&I aid and must be tracked separately.
- Find your district's aid entitlement estimate for A&I revenue in the Minnesota Funding Reports (MFR) section of MDE's Data Analytics webpage. Steps for finding that report are listed on the MDE A&I webpage.
- **Admin costs include salary and benefits for support staff and administrators that do not provide direct instruction to students in A&I activities. Admin costs also include things such as postage, rent, dues, memberships, printing charges.**
- Payments to other districts or to vendors should be listed as line items in the corresponding Direct Student Services, PD, or Admin tabs. Use OBJ code 390 for payments to other districts.
- **The budget narratives for proposed salary expenditures should include the following: percentage FTE and the name and number of the intervention in the district's A&I plan that the position is being reimburse to work on.**
- Fringe benefits for positions that are part of the same plan strategy may be bundled by OBJ code. For example, if three staff are providing instruction for an A&I summer program, benefits for their hours working on that program may be listed in the same line item.
- Resubmit this workbook listing proposed and *actual* FY 2020 expenditures by December 1, 2020.
- Expenditure changes that increase total FIN code amounts and changes to the types of expenditures approved in the initial budget must be sent to MDE for review and approval by April 1, 2020.
- **Budgets are due to MDE by March 15, 2019. Board approval is optional. This means your board does not need to approve this budget before you submit it on March 15.**

How to Submit Your Budget

- 1) Submit your district's proposed FY20 budget by March 15, 2019 to mde.integration@state.mn.us.

2) Submit your district's budget as an excel file. No PDF's please.

3) Please save your budget using the file name *FY20 [District Name] A&I budget*.

Questions about submitting your budget? Email mde.integration@state.mn.us. Or call support staff member Jeanne at 651-582-8462.



Achievement and Integration Revenue FY 2020 Budget Worksheet

Use this workbook to list your district's proposed expenditures of FY 2020 Achievement Integration (A&I) revenue. All expenditures must support activities in your district's MDE-approved A&I plan. Each worksheet has a column for you to explain which activity each line item will fund.

District Name: Bagley School District

District ISD Number: #162

Superintendent: Steven Cairns

Partnering Districts: Clearbrook-Gonvick ISD #2311, Red Lake ISD # 38, Mahnomon ISD # 432, Norman Count

Fiscal and program staff should work together to complete this budget. Please list those staff members below. Both will be contacted if changes or more detail is needed for the budget to be approved.

Program Staff: <u>Carol Vik</u>	Fiscal Staff: <u>Angela Gerbracht</u>
Phone: <u>218-694-3120</u>	Phone: <u>218-694-3101</u>
E-mail: <u>cvk@bagley.k12.mn.us</u>	Email: <u>agerbracht @ bagley.k12.mn.us</u>

If you have been notified by MDE that your district has one or more *Racially Identifiable Schools*, please list those schools here:

Total Initial Revenue (FIN 313)	\$ 113,285.70
Total Incentive Revenue (FIN 318)	\$ -
TOTAL A&I REVENUE	\$ 113,285.70

CERTIFICATION STATEMENT

We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an accurate and complete representation of the fiscal year 2020 Achievement & Integration budget as approved by the school board.

Board Approval Date _____

School Board Chair _____ **Date** _____

Superintendent _____ **Date** _____

This approval is optional and not required in legislation or by the Minnesota Department of Education.

Approved Initial Revenue: _____ **Approved Incentive Revenue:** _____

MDE Approval: _____ **Date:** _____



FY 2020 Achievement and Integration Budget

District Number:

#162

District Name:

Bagley School District

Proposed Budget			Actual Expenditures		
		Proposed Budget Ratios			Actual Budget Ratios
Direct Services to Students must equal at least 80% of total revenue	\$108,285.70	95.59%	DSS At least 80% of total expenditures	\$0.00	#DIV/0!
Professional Development may equal no more than 20% of total revenue	\$5,000.00	4.41%	Professional Development No more than 20% of total expenditures	\$0.00	#DIV/0!
Administrative/Indirect may equal no more than 10% of total revenue	\$0.00	0.00%	Admin/Indirect No more than 10% of total expenditures	\$0.00	#DIV/0!
Total Proposed Revenue:	\$113,285.70		Total Revenue Expended:	\$0.00	

Total Amount Proposed FIN 313	\$113,285.70
Total Amount Proposed FIN 318	\$0.00

Improvement Planning Expenditures	0%	#VALUE!
-----------------------------------	----	---------

Districts must use up to 20% of integration revenue to implement an improvement plan (Minn. Stat. 124D.862 subd. 8 (c) 2).

Notes or Comments:

Improvement Funding Directions Only districts that did not meet the goals in their plan after three years should complete this tab. If you didn't meet your goals you must use up to 20% of your annual integration revenue to fund improvement strategies.

Step 1) Complete the DSS, PD and Admin tabs for FIN 313 and 318. Step 2) Copy and paste line items that will fund improvement strategies into one of the sections below.

- Copy line items totaling up to 20% of your total proposed revenue. That percentage will be calculated for you on the Expenditures Summary tab.
- The line items you copy may be either FIN 313 or FIN 318 depending upon how you're funding your improvement strategies.

What is an improvement strategy? Strategies that were 1) not in your prior plan or 2) that you've adjusted and kept in your current A&I plan, and 3) were developed using a process like the ones described in the A&I Plan Guide or the Coordinated Improvement Planning Guides. They are different from the ones in your prior plan because they are either new to your district's A&I work or have been changed in order to increase the likelihood that you will meet the goals in your district's plan.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amount	Plan Crosswalk - Which A&I plan activity does each line item support?			
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #	Strategy # and Name	
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit this workbook with actual FY20 expenditures by 12/1/20.	Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>			
Direct Student Services										
Professional Development										
Administrative Costs										
					Total Improvement Funding:	\$0.00				

Notes or Comments:



FY 2020 Achievement and Integration Budget

District Number: #162 District Name: Bagley School District

80% Direct Services to Students									
List proposed FIN 313 expenditures for Direct Student Services below. At least 80% of a district's proposed expenditures must be used for strategies in a district's MDE-approved Achievement and Integration plan that provide direct services to students. Read the Achievement and Integration Budget Guide on the MDE website for details.									
Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	List the total amount budgeted for this line item.	Resubmit form with actual FY20 expenditures by 12/1/20.	Budget Narrative Provide a brief description of the expense each expenditure will fund. Do not copy and paste your plan here.	Goal #	Strategy # and Name
Para Support	300	211	313	141	\$17,000.00		for extra student support for our students	1	Closing the Gap 1:01
Para Support	300	211	313	141	\$17,000.00			1	Closing the Gap 1:01
.5 FTE Native American Cultural Liasion/Commny Expert	300	211	313	140	\$18,000.00		To assist in implementing Native American culture within classes for integration of students	1, 2	Closing the Gap 1:01, Equitable Access 2:01
Student Travel	300	211	313	369	\$10,000.00		To transport students to and from Integration Activities, extra support (after school and summer school)	1	Closing the Gap 1:01
Student Travel - Transportation	300	211	313	369	\$2,500.00		To transports students to College and Career activities - This includes transportation, Lodging, Meals, and registration Fees (Red Lake	1,2	Equitable Access 2:01, Closing the Gap 1:01
Student Travel - Lodging					\$7,500.00		Lodging	1,2	Equitable Access 2:01 Closing the gaps 1:01
Student Travel - Meals					\$5,000.00		Meals	1,2	Equitable Access 2:01 Closing the gaps 1:01
Student Travel - Registration					\$5,000.00		Registration	1,2	Equitable Access 2:01 Closing the gaps 1:01
Student Fees for services	300	211	313	305	\$5,000.00		To assist students that have a financial need to take tests (ACT, ASVAB, and other career identification testing)	2	Equitable Access 2:01
Contracted Services	300	211	313	305	\$2,500.00		This would be the cost sharing that we would have for the multi district Integration activities as addressed in Equitable access.	2	Equitable Access 2:01
Food - Student Incentives	300	211	313	490	\$6,000.00		Food Incentive for the students involved in the program to encourage and reward participation, academic and social growth	1, 2	Closing the Gap 1:01, Equitable Access 2:01
Instructional Supplies	300	211	313	430	\$3,000.00		Supplies for students for academics or activities.	1,2	Closing the Gap 1:01, Equitable Access 2:01
General Supplies	300	211	313	401	\$1,869.70		Supplies that the staff may need to assist and support students academically and socially	1	Closing the Gap 1:01
FICA/Medicare	300	211	313	210	\$3,978.00		Benefits for 2 Para's and .5 FTE Native American Cultural Liasion/Community Expert	1,2	Closing the Gap 1:01, Equitable Access 2:01
PERA	300	211	313	214	\$2,550.00		Benefits for 2 Para's	1	
TRA	300	211	313	218	\$1,388.00		Benefits for .5 FTE Native American Liasion/Comm	1,2	Closing the Gap 1:01, Equitable Access 2:01
FIN 313 TOTAL					\$108,285.70			\$0.00	

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.
Comments: Working collaboratively the Multidistrict Team has put together a proposal that discusses cost sharing for the multi district Integration Strategies. The estimated amount for Bagley in this proposal is \$7,930 for the Year 19/20. This is an estimate only and may exceed the amount so there is also \$11,312 in the budget in the Direct Student Services FIN 318 area for potentially more integration strategies that have not otherwise been addressed in previous areas. Contracted services may also cover areas such as summer school support and extra after school support (tutoring).

End of Worksheet



FY 2020 Achievement and Integration Budget

District Number: #162 District Name: Bagley School District

80% Direct Services to Students

List proposed FIN 318 expenditures for Direct Student Services below. At least 80% of a district's proposed expenditures must be used for strategies included in the district's MDE-approved Achievement and Integration plan which provide direct services to students. Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities. Read the Achievement and Integration Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative Provide a brief description of the expense each expenditure will fund. Do not copy and paste your plan here.	Goal #	Strategy # and Name
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY20 expenditures by 12/1/20.			
			318						
			318						
			318						
			318						
			318						
FIN 318 TOTAL					\$0.00	\$0.00			

25

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.
 Comments: Working collaboratively the Multidistrict Team has put together a proposal that discusses cost sharing for the Multi District Integration Strategies. The estimated amount for Bagley in this proposal is \$7,930 for the Year 19/20. This is an estimate only and may exceed the amount so there is also \$2500 in the budget in the Direct Student Services FIN 313 area for potentially more integration strategies that have not otherwise been addressed in previous areas.



FY 2020 Achievement and Integration Budget

District Number: #162

District Name: Bagley School District

20% Professional Development

List proposed **FIN 313** expenditures for professional development below. No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved Achievement and Integration plan. Read the Achievement and Integration Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #	Strategy # and Name
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY20 expenditures by 12/1/20.	Budget Narrative Provide a brief description of the expense each expenditure will fund. Do not copy and paste your plan here.	Goal #	Strategy # and Name
Fees for Services	300	211	313	305	\$3,000.00	\$0.00	Funding for the "Bagley Teacher Diversity Incentive Scholarship"	3	Diverse Teachers 3:01
Staff travel	300	211	313	366	\$2,000.00		Staff Travel for outreach to meet with potential Diverse Candidates, outreach and for the Minnesota Education Job Fair	3	Diverse Teachers 3:02
			313						
			313						
			313						
			313						
TOTAL					\$5,000.00	\$0.00			

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.
Comments:

26



FY 2020 Achievement and Integration Budget

District Number: #162

District Name: Bagley School District

20% Professional Development

List proposed **FIN 318** expenditures for professional development below. No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved Achievement and Integration plan. Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities. Read the Achievement and Integration Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #	Strategy # and Name
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY20 expenditures by 12/1/20.	Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>		
			318			\$0.00			
			318						
			318						
TOTAL					\$0.00	\$0.00			

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.

Comments:

27



FY 2020 Achievement and Integration Budget

District Number: #162

District Name: Bagley School District

10% Admin/Indirect Costs

List proposed Administrative/Indirect **FIN 313** expenditures below. No more than 10% of this budget may be spent on Admin costs for strategies included in an MDE-approved Achievement and Integration plan. Read the Achievement and Integration Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>	Goal #	Strategy # and Name
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY20 expenditures by 12/1/20.			
			313						
			313						
			313						
			313						
Total					\$0.00	\$0.00			

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.

Comments:



FY 2020 Achievement and Integration Budget

District Number: #162

District Name: Bagley School District

10% Admin/Indirect Costs

List proposed **FIN 318** Administrative/Indirect expenditures below. No more than 10% of the budget may be spent on Admin costs for activities included in an MDE-approved Achievement and Integration plan. Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities. Read the Achievement and Integration Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #	Strategy # and Name
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY20 expenditures by 12/1/20.	Provide a brief description of the expense each expenditure will fund. Do not copy and paste your plan here.		
			318						
			318						
			318						
			318						
Total					\$0.00	\$0.00			

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.

Comments:



FY 2020 Achievement and Integration Budget

District Number: #162

District Name: Bagley School District

80% Direct Services to Students

On this worksheet list proposed **FIN 313** expenditures for Direct Student Services for your district's Racially Identifiable School(s). At least 80% of a district's proposed expenditures must be used for activities included in your district's MDE-approved Achievement and Integration plan which provide direct services to students. Read the Achievement and Integration Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #	Strategy # and Name
Provide a short description of the expenditure.					List the total amount budgeted for this line item.	Resubmit form with actual FY20 expenditures by 12/1/20.	Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>		
			313			\$0.00			
			313						
			313						
			313						
			313						
			313						
			313						
FIN 313 TOTAL					\$0.00	\$0.00			

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.
Comments:

End of Worksheet

30



FY 2020 Achievement and Integration Budget

District Number: #162

District Name: Bagley School District

80% Direct Services to Students
 On this worksheet list proposed **FIN 318** expenditures for Direct Student Services for your district's Racially Identifiable School(s). At least 80% of a district's proposed expenditures must be used for programs in the district's MDE-approved Achievement and Integration plan which provide direct services to students. Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities. Read the Achievement and Integration Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative	Do	Goal #
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY20 expenditures by 12/1/20.	Provide a brief description of the expense each expenditure will fund.		
			318			\$0.00	<i>not copy and paste your plan here.</i>		
			318						
			318						
FIN 318 TOTAL					\$0.00	\$0.00			

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.
Comments:

31



FY 2020 Achievement and Integration Budget

District Number: #162 District Name: Bagley School District

20% Professional Development

On this worksheet list proposed **FIN 313** expenditures for professional development for your district's Racially Identifiable School(s). No more than 20% of a district's proposed expenditures may be used for PD costs that are part of a district's MDE-approved Achievement and Integration plan. Read the Achievement and Integration Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>	Goal #	Strategy # and Name
Provide a short description of the expenditure.			313			Resubmit form with actual FY20 expenditures by 12/1/20.			
			313			\$0.00			
			313						
			313						
			313						
			313						
			313						
TOTAL					\$0.00	\$0.00			

32

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.
Comments:



FY 2020 Achievement and Integration Budget

District Number: #162

District Name: Bagley School District

20% Professional Development

List proposed **FIN 318** expenditures for professional development for your district's Racially Identifiable School(s) below. No more than 20% of a district's total proposed expenditures may be used for PD costs that are part of a district's MDE-approved Achievement and Integration plan. Incentive revenue may be used to fund strategies that will decrease racial and economic enrollment disparities. Read the Achievement and Integration Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amt	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #	Strategy # and Name
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY20 expenditures by 12/1/20.	Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>		
			318			\$0.00			
			318						
			318						
TOTAL					\$0.00	\$0.00			

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.

Comments:

33



FY 2020 Achievement and Integration Budget

District Number: #162

District Name: Bagley School District

10% Admin/Indirect Costs

List proposed Administrative/Indirect **FIN 313** expenditures for your district's Racially Identifiable School(s) below. No more than 10% of the budget may be spent on Admin costs for activities included in an MDE-approved Achievement and Integration plan. Read the Achievement and Integration Budget Guide on the MDE website for details.

Line Item Description	UFARS Code Required				Budgeted Amount	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #	Strategy # and Name
Provide a short description of the expenditure.			313		List the total amount budgeted for this line item.	Resubmit form with actual FY20 expenditures by 12/1/20.	Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>		
			313						
			313						
			313						
Total					\$0.00	\$0.00			

34

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.
Comments:



FY 2020 Achievement and Integration Budget

District Number: #162

District Name: Bagley School District

10% Admin/Indirect Costs									
Line Item Description	UFARS Code Required				Budgeted Amount	Actual Amt	Plan Crosswalk - Which A&I plan activity does each line item support?		
	ORG	PROG	FIN	OBJ			Budget Narrative	Goal #	Strategy # and Name
Provide a short description of the expenditure.			318		List the total amount budgeted for this line item.	Resubmit form with actual FY20 expenditures by 12/1/20.	Provide a brief description of the expense each expenditure will fund. Do not copy and paste your plan here.		
			318						
			318						
			318						
			318						
			318						
Total					\$0.00	\$0.00			

Note Copy line items for improvement strategies and paste them into the related section of the Improvement Planning tab--DSS, PD, or Admin Cost.
 Comments:

SCHOOL CONTRACT

Clearwater County Nursing Service hereby agrees to contract with Bagley School District No. 162 for nursing service beginning September 1, 2019 and ending May 31, 2020.

The Clearwater County Nursing Service hereby agrees to provide school nursing in the following manner:

- A. A Public Health Nurse or Registered Nurse will be available to assist as appropriate and necessary in the following activities:
 - 1. Health screenings (e.g. vision and hearing, scoliosis, lice).
 - 2. Immunization Program.
 - 3. Health education (e.g. human sexuality, menstruation, BSE).
 - 4. Supervision/consultation with staff.
 - 5. Consultation with students.
 - 6. Small group sessions (e.g. prenatal education).

- B. A trained Home Health Aide may be used in appropriate areas under the supervision of the Public Health Nurse or Registered Nurse.
 - 1. Additional paraprofessional time to augment the Schoolwide Nursing Outreach Grant to cover health office hours 8:30 AM to 3:00 PM.

The Bagley School agrees to:

- A. Provide working space for the Public Health Nurse or Registered Nurse.

- B. Make available someone in the school who will, under the direction of the superintendent, carry out certain non-professional tasks related to the school health program as defined by school policies. This person will work in certain defined areas with the assistance of the Public Health Nurse or Registered Nurse from Clearwater County Nursing Service.

- C. Assume full liability for the handling of first aid activities.

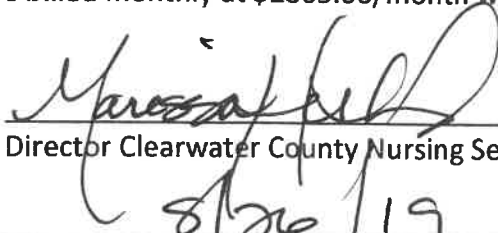
- D. Reimburse the Clearwater County Nursing Service at the rate of \$71.20 per hour for nurse and \$30.00 per hour for a home health aide. The school will be billed at the end of the month in which service was provided.

- E. The School Health Office Paraprofessional will be billed monthly at \$2865.00/month with a maximum of \$25,780.00/year.

Superintendent Bagley Schools

Chair, Bagley School Board

Date



Director Clearwater County Nursing Service
8/26/19

Date

DRIVEWAY EASEMENT AGREEMENT

This Driveway Easement Agreement ("Agreement") is entered into this _____ day of September, 2019 by INDEPENDENT SCHOOL DISTRICT NO. 162, a municipal corporation under the laws of Minnesota (the "Grantor") and NORMAN NORBY, a single person, RONALD D. NORBY and PATRICIA NORBY, spouses married to each other, BONNIE CHESLEY and LONNIE CHESLEY, spouses married to each other (herein "Norby") (the "Grantee").

RECITALS

WHEREAS, the Grantor is the fee owner of certain real estate in Clearwater County, Minnesota, legally described as follows:

The Northeast Quarter of the Southwest Quarter of Section 20, Township 147 North, Range 37 West of the Fifth P.M.; LESS the following tracts:

Tract A: Commencing at the Northeast corner of said Southwest Quarter; thence south along the quarter line 973.6 feet; thence South 74°54' West to the West right-of-way line of C.S.A.H. No. 24; thence North along said west right-of-way line a distance of 110 feet; thence West and parallel with the North quarter line a distance of 150 feet to the point of beginning; thence East and parallel with the North quarter line a distance of 150 feet to the West right-of-way line of C.S.A.H. No. 24; thence South along said right-of-way line a distance of 110 feet; thence South 74°54' West to a point directly south of the point of beginning; thence North in a straight line to the point of beginning;

Tract B: Commencing at the northeast corner of said Southwest Quarter; thence South along the east line of said Northeast Quarter of the Southwest Quarter, a distance of 973.60 feet; thence South 74°54' West to the west right-of-way line of C.S.A.H. No. 24; thence North along said west right-of-way line a distance of 220.00 feet to the point of beginning of the land to be described; thence return South along said right-of-way line a distance of 110.00 feet; thence West, at a right angle to the last described line, to the intersection with the west line of the East 218.54 feet of said Northeast Quarter of the Southwest Quarter, when measured at a right angle to the east line of said Northeast Quarter of the Southwest Quarter; thence North, along said West line of the East 218.54 feet, a distance of 109.58 feet to the intersection with a line running West, parallel with the north line of said Northeast Quarter of the Southwest Quarter, from the point of beginning; thence East, along said parallel line, to the point of beginning;

Tract C: Commencing at the northeast corner of said Northeast Quarter of the Southwest Quarter; thence South along the quarter line a distance of 973.6 feet to a point; thence angle South 74°54' West a distance of 465.0 feet to the point of beginning; thence continuing South 74°54' West a distance of 400.00 feet; thence North 15°06' West a distance of 200.00 feet; thence North 74°54' East a distance of 400.00 feet; thence South 15°06' East a distance of 200.00 feet to the point of beginning;

Tract D: Commencing at the northeast corner of said Northeast Quarter of the Southwest Quarter; thence South along the quarter line a distance of 973.6 feet to the point of beginning; thence angle South 74°54' West a distance of 1128 feet, more or less, to the East right-of-way line of new T.H. No. 92; thence in a southerly direction along the east right-of-way line of new T.H. No. 92 to the south line of said Northeast Quarter of the Southwest Quarter, section 20; thence East along the south line of said Northeast Quarter of the Southwest Quarter to the Southeast Corner of said Northeast Quarter of the Southwest Quarter; thence North along the east line of said forty to the point of beginning;

Tract E: Commencing at the northeast corner of said Northeast Quarter of the Southwest Quarter; thence South on the East Quarter line of said Southwest Quarter, a distance of 973.6 feet; thence angle South 74°54' West a distance of 928 feet to the point of beginning; thence angle right 90° a distance of 200 feet; thence angle left 90° a distance of 200 feet, more or less, to the easterly right-of-way line of new Trunk Highway No. 92, as the same is now laid out; thence Southeasterly along the said Easterly right-of-way line of said new Trunk Highway No. 92 to a point 200 feet westerly of the point of beginning, at a point where an extension of the line from the point of beginning would intersect said highway right-of-way line if extended at the same angle of South 74°54' West from the East Quarter line of said Southwest Quarter; thence Easterly on said extension line, if produced, a distance of 200 feet to the point of beginning;

Subject to a 40 foot road easement adjacent to and along the East right-of-way line of new T.H. No. 92 extended northwesterly from and above described tract E for a distance of 600 feet.

And subject to a 50 foot highway right-of-way to Minnesota along the East side of said Northeast Quarter of the Southwest Quarter of Section 20;

(the "Grantor Property"); and

WHEREAS, the Grantee owns property in Clearwater County, Minnesota, legally described as follows:

All that part of Northeast Quarter of the Southwest Quarter, Section 20, Township 147 North, Range 37 West of the Fifth Principal Meridian, described as follows: Commencing at the northeast corner of said Southwest Quarter; thence South along

the east line of said Northeast Quarter of the Southwest Quarter, a distance of 973.60 feet; thence South 74°54' West to the west right-of-way line of C.S.A.H. No. 24; thence North along said west right-of-way line a distance of 220.00 feet to the point of beginning of the land to be described; thence return South along said right-of-way line a distance of 110.00 feet; thence West, at a right angle to the last described line, to the intersection with the west line of the East 218.54 feet of said Northeast Quarter of the Southwest Quarter, when measured at a right angle to the east line of said Northeast Quarter of the Southwest Quarter; thence North, along said West line of the East 218.54 feet, a distance of 109.58 feet to the intersection with a line running West, parallel with the north line of said Northeast Quarter of the Southwest Quarter, from the point of beginning; thence East, along said parallel line, to the point of beginning;

(the "Grantee Property"); and

WHEREAS, the Grantee accesses the Grantee Property by way of a driveway that is located on the Grantor Property, which is legally described as follows:

That part of the Northeast Quarter of the Southwest Quarter, Section 20, Township 147 North, Range 37 West of the Fifth Principal Meridian, described as follows: Commencing at the northeast corner of said Southwest Quarter; thence South along the east line of said Northeast Quarter of the Southwest Quarter, a distance of 973.60 feet; thence South 74°54' West to the west right-of-way line of C.S.A.H. No. 24; thence North along said west right-of-way line a distance of 110.00 feet; thence West, at a right angle to the last described line, to the intersection with the west line of the East 218.54 feet of said Northeast Quarter of the Southwest Quarter, when measured at a right angle to the east line of said Northeast Quarter of the Southwest Quarter, said intersection being the point of beginning of the easement to be described; thence North 00°00'00" West, bearing assumed, along said the west line of the East 218.54 feet of said Northeast Quarter of the Southwest Quarter, a distance of 109.58 feet; thence North 07°24'52" East a distance of 78.57 feet; thence easterly a distance of 49.46 feet along a tangential curve concave to the southeast having a radius of 33.00 feet and a central angle of 85°52'32"; thence South 86°42'36" East, tangent to said curve, a distance of 155.72 feet to a point near the centerline of Fairground Rd; thence North 00°09'45" East a distance of 33.05 feet; thence North 86°42'36" West a distance of 215.33 feet; thence South 07°24'52" West a distance of 142.12 feet; thence South 00°00'00" East a distance of 111.65 feet; thence South 89°52'11" East a distance of 33.00 feet to the point of beginning;

(the "Driveway Easement Area"); and a certificate of survey prepared by Murray Surveying, Inc. is attached hereto and hereby incorporated by reference.

WHEREAS, the Grantor has agreed to grant an easement for ingress and egress purposes over, under, across, and through the Driveway Easement Area for access by the Grantee to the Grantee Property, according to the terms and conditions contained herein; and

Terms of Easement

1. Grant of Easement to the Grantee. For good and valuable consideration, receipt of which is acknowledged by the Grantor, the Grantor grants and conveys to the Grantee a perpetual, non-exclusive driveway easement over, under, across, and through the Driveway Easement Area.
2. Scope of Easement Rights. The perpetual driveway easement created herein include the right of the Grantee, Grantee's visitors and invitees and all subsequent owners, successors, and assigns to enter the Driveway Easement Area at all reasonable times for the purpose of ingress and egress to the Grantee Property.
3. Driveway Obstructions. The Grantor agrees to keep the Driveway Easement Area free and clear of all obstructions that would cause the driveway to become unusable for the Grantee or for the Grantee to have to remove these obstructions in order to use the driveway.
4. Driveway Maintenance. The Grantee agrees to maintain the driveway and to remove snow from the driveway at the Grantee's expense.
5. Indemnification. The Grantee agrees to indemnify, defend, and hold harmless the Grantor and its officials, employees, agents, and contractors from and against any and all suits, actions, causes of action, proceedings, claims, losses, costs, damages, and expenses, including reasonable attorneys' fees arising out of the Grantee's use of the Driveway Easement Area, except to the extent that the claim results from an action or inaction of the Grantor for which the Grantor would independently be subject to liability.
6. Warrant of Title. The Grantor warrants that it is the owner of the Grantor Property and the Driveway Easement Area and has the authority, right, title, and capacity to convey the easement herein.
7. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the parties, their heirs, successors, and assigns.

Dated this _____ day of September, 2019.

THIS INSTRUMENT DRAFTED BY:
Drahos Kieson & Christopher, P.A.
502 24th Street NW
Bemidji, MN 56601
(218) 444-1750

F:\DKC\SAVEDOCS\ree19\IDS162-Norby-DriveEA.wpd (dt)

INDEPENDENT SCHOOL
DISTRICT NO. 162

By _____
_____, Its Chairperson

By _____
_____, Its Clerk

STATE OF MINNESOTA

ss.

COUNTY OF CLEARWATER

The foregoing instrument was acknowledged before me this _____ day of September, 2019,
by _____ and _____, Chairperson and Clerk of
Independent School District No. 162, Grantor.

Notary Public

NOTARY STAMP OR SEAL

GRANTEE

Norman Norby

STATE OF MINNESOTA

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of September, 2019 by Norman Norby, a single person, Grantee.

Notary Public

NOTARY STAMP OR SEAL

GRANTEE

Ronald D. Norby

Patricia Norby

STATE OF MINNESOTA

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of September, 2019 by Ronald D. Norby and Patricia Norby, spouses married to each other, Grantees.

Notary Public

NOTARY STAMP OR SEAL

GRANTEE

Bonnie Chesley

Lonnie Chesley

STATE OF MINNESOTA

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of September, 2019 by Bonnie Chesley and Lonnie Chesley, spouses married to each other, Grantees.

Notary Public

NOTARY STAMP OR SEAL

QUIT CLAIM DEED
Business Entity to Joint Tenants

STATE DEED TAX DUE HEREON: \$1.65

THE CONSIDERATION FOR THIS DEED IS LESS THAN \$500.00

Date: September _____, 2019

FOR VALUABLE CONSIDERATION, INDEPENDENT SCHOOL DISTRICT NO. 162, a municipal corporation under the laws of Minnesota, Grantor, hereby conveys and quit claims to NORMAN NORBY, a life estate, and RONALD NORBY and BONNIE CHESLEY, a remainder interest, as joint tenants, Grantees, real property in Clearwater County, Minnesota, described as follows:

All that part of Northeast Quarter of the Southwest Quarter, Section 20, Township 147 North, Range 37 West of the Fifth Principal Meridian, described as follows: Commencing at the northeast corner of said Southwest Quarter; thence South along the east line of said Northeast Quarter of the Southwest Quarter, a distance of 973.60 feet; thence South 74°54' West to the west right-of-way line of C.S.A.H. No. 24; thence North along said west right-of-way line a distance of 220.00 feet to the point of beginning of the land to be described; thence return South along said right-of-way line a distance of 110.00 feet; thence West, at a right angle to the last described line, to the intersection with the west line of the East 218.54 feet of said Northeast Quarter of the Southwest Quarter, when measured at a right angle to the east line of said Northeast Quarter of the Southwest Quarter; thence North, along said West line of the East 218.54 feet, a distance of 109.58 feet to the intersection with a line running West, parallel with the north line of said Northeast Quarter of the Southwest Quarter, from the point of beginning; thence East, along said parallel line, to the point of beginning.

together with all hereditaments and appurtenances belonging thereto. This conveyance includes after acquired title.

THIS INSTRUMENT DRAFTED BY:
DRAHOS KIESON & CHRISTOPHER, P.A.
Attorneys at Law
502 - 24th Street N.W.
Bemidji, MN 56601
(218) 444-1750

TAX STATEMENTS SHOULD BE SENT TO:
Ronald Norby and Bonnie Chesley
c/o Norman Norby
36501 Fairground Road
Bagley, MN 56621

Z:\DKC\SAVEDOCs\ree19\ISD162-Norby-Chesley-QCD.wpd (dt

SEE ATTACHED PAGES FOR SIGNATURES AND ACKNOWLEDGMENTS

THIS SIGNATURE PAGE IS TO BE ATTACHED TO A QUIT CLAIM DEED RUNNING FROM
INDEPENDENT SCHOOL DISTRICT NO. 162, a municipal corporation under the laws of Minnesota,

to

RONALD NORBY and BONNIE CHESLEY, and
LIFE ESTATE TO NORMAN NORBY

INDEPENDENT SCHOOL DISTRICT NO. 162

By _____
_____, Its Chairperson

By _____
_____, Its Clerk

STATE OF MINNESOTA

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September, 2019, by
_____ and _____, the Chairperson and Clerk, respectively of Independent School
District No. 162, a municipal corporation under the laws of Minnesota, Grantor.

Notary Public

QUIT CLAIM DEED
Individuals to Business Entity

STATE DEED TAX DUE HEREON: \$1.65

THE CONSIDERATION FOR THIS DEED IS LESS THAN \$500.00

Date: September _____, 2019

FOR VALUABLE CONSIDERATION, RONALD D. NORBY and PATRICIA E. NORBY, spouses married to each other, BONNIE CHESLEY and LONNIE E. CHESLEY, spouses married to each other, and NORMAN NORBY, a widower and not remarried, Grantors, hereby convey and quit claim to INDEPENDENT SCHOOL DISTRICT NO. 162, a municipal corporation under the laws of Minnesota, Grantee, real property in Clearwater County, Minnesota, described as follows:

The Northeast Quarter of the Southwest Quarter of Section 20, Township 147 North, Range 37 West of the Fifth P.M.; LESS the following tracts:

Tract A: Commencing at the Northeast corner of said Southwest Quarter; thence south along the quarter line 973.6 feet; thence South 74°54' West to the West right-of-way line of C.S.A.H. No. 24; thence North along said west right-of-way line a distance of 110 feet; thence West and parallel with the North quarter line a distance of 150 feet to the point of beginning; thence East and parallel with the North quarter line a distance of 150 feet to the West right-of-way line of C.S.A.H. No. 24; thence South along said right-of-way line a distance of 110 feet; thence South 74°54' West to a point directly south of the point of beginning; thence North in a straight line to the point of beginning;

Tract B: Commencing at the northeast corner of said Southwest Quarter; thence South along the east line of said Northeast Quarter of the Southwest Quarter, a distance of 973.60 feet; thence South 74°54' West to the west right-of-way line of C.S.A.H. No. 24; thence North along said west right-of-way line a distance of 220.00 feet to the point of beginning of the land to be described; thence return South along said right-of-way line a distance of 110.00 feet; thence West, at a right angle to the last described line, to the intersection with the west line of the East 218.54 feet of said Northeast Quarter of the Southwest Quarter, when measured at a right angle to the east line of said Northeast Quarter of the Southwest Quarter; thence North, along said West line of the East 218.54 feet, a distance of 109.58 feet to the intersection with a line running West, parallel with the north line of said Northeast Quarter of the Southwest Quarter, from the point of beginning; thence East, along said parallel line, to the point of beginning;

Tract C: Commencing at the northeast corner of said Northeast Quarter of the Southwest Quarter; thence South along the quarter line a distance of 973.6 feet to a point; thence angle South 74°54' West a distance of 465.0 feet to the point of beginning; thence continuing South 74°54' West a distance of 400.00 feet;

thence North 15°06' West a distance of 200.00 feet; thence North 74°54' East a distance of 400.00 feet; thence South 15°06' East a distance of 200.00 feet to the point of beginning;

Tract D: Commencing at the northeast corner of said Northeast Quarter of the Southwest Quarter; thence South along the quarter line a distance of 973.6 feet to the point of beginning; thence angle South 74°54' West a distance of 1128 feet, more or less, to the East right-of-way line of new T.H. No. 92; thence in a southerly direction along the east right-of-way line of new T.H. No. 92 to the south line of said Northeast Quarter of the Southwest Quarter, section 20; thence East along the south line of said Northeast Quarter of the Southwest Quarter to the Southeast Corner of said Northeast Quarter of the Southwest Quarter; thence North along the east line of said forty to the point of beginning;

Tract E: Commencing at the northeast corner of said Northeast Quarter of the Southwest Quarter; thence South on the East Quarter line of said Southwest Quarter, a distance of 973.6 feet; thence angle South 74°54' West a distance of 928 feet to the point of beginning; thence angle right 90° a distance of 200 feet; thence angle left 90° a distance of 200 feet, more or less, to the easterly right-of-way line of new Trunk Highway No. 92, as the same is now laid out; thence Southeasterly along the said Easterly right-of-way line of said new Trunk Highway No. 92 to a point 200 feet westerly of the point of beginning, at a point where an extension of the line from the point of beginning would intersect said highway right-of-way line if extended at the same angle of South 74°54' West from the East Quarter line of said Southwest Quarter; thence Easterly on said extension line, if produced, a distance of 200 feet to the point of beginning;

Subject to a 40 foot road easement adjacent to and along the East right-of-way line of new T.H. No. 92 extended northwesterly from and above described tract E for a distance of 600 feet.
And subject to a 50 foot highway right-of-way to Minnesota along the East side of said Northeast Quarter of the Southwest Quarter of Section 20;

ALSO, quit claiming any interest in an Easement for driveway purposes as stated in Easement dated December 11, 1995 and recorded December 14, 1995 in Book SS of Misc., on page 109;

AND, quit claiming any interest in an Easement for driveway purposes as stated in Easement dated September 26, 1996 and recorded September 27, 1996 in Book TT of Misc., on page 28;

The purposes of this quit claim deed is to describe the location of the west boundary line of Tract B and to extinguish any interest in the aforementioned Easements for driveway purposes recorded in Book SS of Misc., on page 109 and recorded in Book TT of Misc., on page 28 so as to completely extinguish said driveway easements;

together with all hereditaments and appurtenances belonging thereto. This conveyance includes after acquired title.

THIS INSTRUMENT DRAFTED BY:
DRAHOS KIESON & CHRISTOPHER, P.A.
Attorneys at Law
502 - 24th Street N.W.
Bemidji, MN 56601
(218) 444-1750

TAX STATEMENTS SHOULD BE SENT TO:
Independent School District No. 162
202 Bagley Ave. NW
Bagley, MN 56621

Z:\DKC\SAVEDOCs\ree19\Norby-Chesley-ISD162-QCD.wpd (dt)

SEE ATTACHED PAGES FOR SIGNATURES AND ACKNOWLEDGMENTS

THIS SIGNATURE PAGE IS TO BE ATTACHED TO A QUIT CLAIM DEED RUNNING FROM
RONALD D. NORBY and PATRICIA E. NORBY, spouses married to each other,
BONNIE CHESLEY and LONNIE E. CHESLEY, spouses married to each other,
NORMAN NORBY, a widower and not remarried,
to
INDEPENDENT SCHOOL DISTRICT NO. 162, a municipal corporation under the laws of Minnesota,

Ronald D. Norby

Patricia E. Norby

STATE OF MINNESOTA

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of September, 2019, by Ronald D. Norby and Patricia E. Norby, spouses married to each other, Grantors.

Notary Public

THIS SIGNATURE PAGE IS TO BE ATTACHED TO A QUIT CLAIM DEED RUNNING FROM
RONALD D. NORBY and PATRICIA E. NORBY, spouses married to each other,
BONNIE CHESLEY and LONNIE E. CHESLEY, spouses married to each other,
NORMAN NORBY, a widower and not remarried,
to
INDEPENDENT SCHOOL DISTRICT NO. 162, a municipal corporation under the laws of Minnesota,

Bonnie Chesley

Lonnie E. Chesley

STATE OF MINNESOTA

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of September, 2019, by Bonnie Chesley and Lonnie E. Chesley, spouses married to each other, Grantors.

Notary Public

THIS SIGNATURE PAGE IS TO BE ATTACHED TO A QUIT CLAIM DEED RUNNING FROM
RONALD D. NORBY and PATRICIA E. NORBY, spouses married to each other,
BONNIE CHESLEY and LONNIE E. CHESLEY, spouses married to each other,
NORMAN NORBY, a widower and not remarried,
to
INDEPENDENT SCHOOL DISTRICT NO. 162, a municipal corporation under the laws of Minnesota,

Norman Norby

STATE OF MINNESOTA

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of September, 2019, by Norman Norby, a widower and not remarried, Grantor.

Notary Public

RESOLUTION

I, _____, do hereby certify that I am the Clerk of Independent School District No. 162 (“District”), a municipal corporation organized under the laws of the State of Minnesota, and that the following is a true, complete and correct copy of Resolutions adopted at a meeting of the Board of said District duly and properly call and held on the ____ day of _____, 2019; that a quorum was present at said meeting; that said Resolutions are set forth in the minutes of said meeting and have not been rescinded or modified.

WHEREAS, it is in the best interest of the District to grant and convey to Transferee real property located in the County of Clearwater, State of Minnesota, as follows:

LEGAL DESCRIPTION:

All that part of Northeast Quarter of the Southwest Quarter, Section 20, Township 147 North, Range 37 West of the Fifth Principal Meridian, described as follows: Commencing at the northeast corner of said Southwest Quarter; thence South along the east line of said Northeast Quarter of the Southwest Quarter, a distance of 973.60 feet; thence South 74°54' West to the west right-of-way line of C.S.A.H. No. 24; thence North along said west right-of-way line a distance of 220.00 feet to the point of beginning of the land to be described; thence return South along said right-of-way line a distance of 110.00 feet; thence West, at a right angle to the last described line, to the intersection with the west line of the East 218.54 feet of said Northeast Quarter of the Southwest Quarter, when measured at a right angle to the east line of said Northeast Quarter of the Southwest Quarter; thence North, along said West line of the East 218.54 feet, a distance of 109.58 feet to the intersection with a line running West, parallel with the north line of said Northeast Quarter of the Southwest Quarter, from the point of beginning; thence East, along said parallel line, to the point of beginning.

Together with an appurtenant, nonexclusive easement for ingress, egress, and utilities over, under and across that part of the Northeast Quarter of the Southwest Quarter, Section 20, Township 147 North, Range 37 West of the Fifth Principal Meridian, described as follows: Commencing at the northeast corner of said Southwest Quarter; thence South along the east line of said Northeast Quarter of the Southwest Quarter, a distance of 973.60 feet; thence South 74°54' West to the west right-of-way line of C.S.A.H. No. 24; thence North along said west right-of-way line a distance of 110.00 feet; thence West, at a right angle to the last described line, to the intersection with the west line of the East 218.54 feet of said Northeast Quarter of the Southwest Quarter, when measured at a right angle to the east line of said Northeast Quarter of the Southwest Quarter, said intersection being the point of beginning of the easement to be described; thence

North 00°00'00" West, bearing assumed, along said the west line of the East 218.54 feet of said Northeast Quarter of the Southwest Quarter, a distance of 109.58 feet; thence North 07°24'52" East a distance of 78.57 feet; thence easterly a distance of 49.46 feet along a tangential curve concave to the southeast having a radius of 33.00 feet and a central angle of 85°52'32"; thence South 86°42'36" East, tangent to said curve, a distance of 155.72 feet to a point near the centerline of Fairground Rd; thence North 00°09'45" East a distance of 33.05 feet; thence North 86°42'36" West a distance of 215.33 feet; thence South 07°24'52" West a distance of 142.12 feet; thence South 00°00'00" East a distance of 111.65 feet; thence South 89°52'11" East a distance of 33.00 feet to the point of beginning;

("Land").

Transferee:

NORMAN NORBY, a life estate, and RONALD NORBY and BONNIE CHESLEY, a remainder interest, as joint tenants, ("Transferee"); and

WHEREAS, Minnesota Statutes, Sections 123B.51, Subd. 1 provides that real property of the District may be disposed of as its interests require.

NOW, THEREFORE, IT IS RESOLVED by the School Board of the District as follows;

1. That the District grant and convey the Land to the Transferee or any previous grant of or transfer of the Land to the Transferee is ratified and approved; and
2. That the District's Chairperson and Clerk are authorized and directed to sign and deliver an instrument conveying the Land to the Transferee and any such instrument of conveyance which was previously signed and delivered is ratified and approved.

I further certify that the Board has, and at the time of adoption of said Resolution had, full power and lawful authority to adopt the foregoing Resolutions and to confer the powers therein granted to the persons named who have full power and lawful authority to exercise the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name this _____, day of _____, 2019.

INDEPENDENT SCHOOL DISTRICT NO. 162

By _____
_____, Chairperson

By _____
_____, Clerk

STATE OF MINNESOTA

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, the Chairperson of the School Board, on behalf of the District.

Notary Public

STATE OF MINNESOTA

ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, the Clerk of the School Board, on behalf of the District.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
DRAHOS KIESON & CHRISTOPHER, P.A.
Attorneys at Law
502 - 24th Street NW
Bemidji, MN 56601
(218) 444-1750



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NASPO ValuePoint

07/10/2019

Device					
Pricing	Cadence LTE in blue Your Price: \$49.99 New 1-yr line term required per device. \$120 full retail price.	DuraXV LTE with camera in Black Your Price: \$149.99 New 1-yr line term required per device. \$264 full retail price.	Exalt® LTE in Gray Your Price: \$69.99 New 1-yr line term required per device. \$144 full retail price.	Kyocera DuraXV LTE Non Camera in Black Your Price: \$149.99 New 1-yr line term required per device. \$264 full retail price.	Sonim XP5 in Black and Gray Your Price: \$199.99 New 1-yr line term required per device. \$336 full retail price.
Device					
Pricing	Sonim XP5s in black and gray Your Price: \$99.99 New 1-yr line term required per device. \$288 full retail price.	Arlo Go Mobile Security Camera in White Your Price: \$349.99 New 1-yr line term required per device. \$399.99 full retail price.	Palm in gold Your Price: \$299.99 New 1-yr line term required per device. \$349.99 full retail price.	Palm in titanium Your Price: \$299.99 New 1-yr line term required per device. \$349.99 full retail price.	Samsung Galaxy Watch 42MM in black Your Price: \$329.99 New 1-yr line term required per device. \$379.99 full retail price.













The above prices are for customers purchasing off the NASPO ValuePoint Agreement (#1907), and are limited time offers, subject to availability and change without notice, calling plan terms and conditions, and credit approval, if applicable. Verizon Wireless sponsored rebates are instant for government-liable customers and are included in the price shown. Offers only available through the Verizon Wireless Enterprise and Government Channel. Subject to the Agreement Individual 1 year line term requirement for pricing. In MA, sales tax based on cost of a device purchased at a discount with service. In CA, sales tax calculated on unactivated phone price. Visit verizonwireless.com for complete details. The additional 25% accessory discount does not apply to the Essential Bundle Package. © 2016 Verizon Wireless.06816-175667

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NASPO ValuePoint

07/10/2019

Device					
Pricing	Samsung Galaxy Watch 42MM in rose gold Your Price: \$329.99 New 1-yr line term required per device. \$379.99 full retail price.	Samsung Galaxy Watch 46MM in silver Your Price: \$349.99 New 1-yr line term required per device. \$399.99 full retail price.	Verizon LTE Internet Installed CATC Your Price: \$0.00 New 1-yr line term required per device. \$399.99 full retail price.	Verizon LTE Internet Installed in Black Your Price: \$0.00 New 1-yr line term required per device. \$399.99 full retail price.	Wireless Home Phone T2000 in Black Your Price: \$29.99 New 1-yr line term required per device. \$99.99 full retail price.
Device					
Pricing	Ellipsis Jetpack MHS900L in Dark Navy Your Price: \$29.99 New 1-yr line term required per device. \$149.99 full retail price.	Global Modem USB730L in Black Your Price: \$79.99 New 1-yr line term required per device. \$249.99 full retail price.	Jetpack MiFi 8800L in Grey Your Price: \$99.99 New 1-yr line term required per device. \$199.99 full retail price.	Alcatel AVALON V in suede gray Your Price: \$49.99 New 1-yr line term required per device. \$99.99 full retail price.	BlackBerry Classic Your Price: \$0.00 New 1-yr line term required per device. \$399.99 full retail price.













The above prices are for customers purchasing off the NASPO ValuePoint Agreement (#1907), and are limited time offers, subject to availability and change without notice, calling plan terms and conditions, and credit approval, if applicable. Verizon Wireless sponsored rebates are instant for government-liable customers and are included in the price shown. Offers only available through the Verizon Wireless Enterprise and Government Channel. Subject to the Agreement Individual 1 year line term requirement for pricing. In MA, sales tax based on cost of a device purchased at a discount with service. In CA, sales tax calculated on unactivated phone price. Visit verizonwireless.com for complete details. The additional 25% accessory discount does not apply to the Essential Bundle Package. © 2016 Verizon Wireless.06816-175667

Compare and save on our latest devices.

Take advantage of special offers, exclusively for government customers.

NASPO ValuePoint

07/10/2019

Device					
Pricing	BlackBerry KEY2 LE Your Price: \$99.99 New 1-yr line term required per device. \$449.99 full retail price.	CAT S48c Your Price: \$249.99 New 1-yr line term required per device. \$599.99 full retail price.	Google Pixel 3 128 GB in Just Black Your Price: \$449.99 New 1-yr line term required per device. \$899.99 full retail price.	Google Pixel 3 128 GB in Not Pink Your Price: \$449.99 New 1-yr line term required per device. \$899.99 full retail price.	Google Pixel 3 64 GB in Clearly White Your Price: \$349.99 New 1-yr line term required per device. \$799.99 full retail price.
Device					
Pricing	Google Pixel 3 64 GB in Just Black Your Price: \$349.99 New 1-yr line term required per device. \$799.99 full retail price.	Google Pixel 3 64 GB in Not Pink Your Price: \$349.99 New 1-yr line term required per device. \$799.99 full retail price.	Google Pixel 3 XL 128 GB in clearly white Your Price: \$579.99 New 1-yr line term required per device. \$1029.99 full retail price.	Google Pixel 3 XL 128 GB in just black Your Price: \$579.99 New 1-yr line term required per device. \$1029.99 full retail price.	Google Pixel 3 XL 128 GB in not pink Your Price: \$579.99 New 1-yr line term required per device. \$1029.99 full retail price.

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The above prices are for customers purchasing off the NASPO ValuePoint Agreement (#1907), and are limited time offers, subject to availability and change without notice, calling plan terms and conditions, and credit approval, if applicable. Verizon Wireless sponsored rebates are instant for government-liable customers and are included in the price shown. Offers only available through the Verizon Wireless Enterprise and Government Channel. Subject to the Agreement Individual 1 year line term requirement for pricing. In MA, sales tax based on cost of a device purchased at a discount with service. In CA, sales tax calculated on unactivated phone price. Visit verizonwireless.com for complete details. The additional 25% accessory discount does not apply to the Essential Bundle Package. © 2016 Verizon Wireless.06816-175667

Compare and save on our latest devices.

Take advantage of special offers, exclusively for government customers.

NASPO ValuePoint

07/10/2019

Device					
Pricing	<p>Google Pixel 3 XL 64 GB in clearly white</p> <p>Your Price: \$479.99 New 1-yr line term required per device. \$929.99 full retail price.</p>	<p>Google Pixel 3 XL 64 GB in just black</p> <p>Your Price: \$479.99 New 1-yr line term required per device. \$929.99 full retail price.</p>	<p>Google Pixel 3 XL 64 GB in not pink</p> <p>Your Price: \$479.99 New 1-yr line term required per device. \$929.99 full retail price.</p>	<p>Google Pixel 3A XL in Just Black</p> <p>Your Price: \$149.99 New 1-yr line term required per device. \$479.99 full retail price.</p>	<p>Google Pixel 3A XL in Purple-ish</p> <p>Your Price: \$149.99 New 1-yr line term required per device. \$479.99 full retail price.</p>
Device					
Pricing	<p>Google Pixel 3a in Just Black</p> <p>Your Price: \$99.99 New 1-yr line term required per device. \$399.99 full retail price.</p>	<p>Google Pixel 3a in Purple-ish</p> <p>Your Price: \$99.99 New 1-yr line term required per device. \$399.99 full retail price.</p>	<p>Kyocera DuraForce Pro 2 with Sapphire Shield 64gb in black</p> <p>Your Price: \$179.99 New 1-yr line term required per device. \$444 full retail price.</p>	<p>LG G7 ThinQ™ in Platinum Grey</p> <p>Your Price: \$249.99 New 1-yr line term required per device. \$750 full retail price.</p>	<p>LG G8 ThinQ™ in Aurora Black</p> <p>Your Price: \$349.99 New 1-yr line term required per device. \$840 full retail price.</p>

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Device					
Pricing	<p>LG G8 ThinQ™ in Platinum Gray</p> <p>Your Price: \$349.99 New 1-yr line term required per device. \$840 full retail price.</p>	<p>LG K20 V in Black</p> <p>Your Price: \$99.99 New 1-yr line term required per device. \$168 full retail price.</p>	<p>LG V40 ThinQ™ in Aurora Black</p> <p>Your Price: \$499.99 New 1-yr line term required per device. \$979.99 full retail price.</p>	<p>LG V40 ThinQ™ in Moroccan Blue</p> <p>Your Price: \$499.99 New 1-yr line term required per device. \$979.99 full retail price.</p>	<p>LG V50 ThinQ™ 5G in New Aurora Black</p> <p>Your Price: \$499.99 New 1-yr line term required per device. \$999.99 full retail price.</p>
Device					
Pricing	<p>Motorola moto z³ in ceramic black</p> <p>Your Price: \$149.99 New 1-yr line term required per device. \$480 full retail price.</p>	<p>Motorola moto z⁴ in Flash Gray</p> <p>Your Price: \$149.99 New 1-yr line term required per device. \$499.99 full retail price.</p>	<p>Motorola moto z⁴ in Frost White</p> <p>Your Price: \$149.99 New 1-yr line term required per device. \$499.99 full retail price.</p>	<p>Palm Phone in gold</p> <p>Your Price: \$299.99 New 1-yr line term required per device. \$349.99 full retail price.</p>	<p>Palm Phone in titanium</p> <p>Your Price: \$299.99 New 1-yr line term required per device. \$349.99 full retail price.</p>













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Device					
Pricing	RED HYDROGEN One in Black Aluminum Your Price: \$749.99 New 1-yr line term required per device. \$1295 full retail price.	RED HYDROGEN One in Shadow Your Price: \$749.99 New 1-yr line term required per device. \$1295 full retail price.	Samsung Galaxy A50 in black Your Price: \$49.99 New 1-yr line term required per device. \$349.99 full retail price.	Samsung Galaxy J3 V 3rd Gen in Black Your Price: \$59.99 New 1-yr line term required per device. \$168 full retail price.	Samsung Galaxy J7 V 2nd Gen in Black Your Price: \$99.99 New 1-yr line term required per device. \$240 full retail price.
Device					
Pricing	Samsung Galaxy Note8 in Midnight Black Your Price: \$399.99 New 1-yr line term required per device. \$899.99 full retail price.	Samsung Galaxy Note9 128GB in Lavender Purple Your Price: \$499.99 New 1-yr line term required per device. \$999.99 full retail price.	Samsung Galaxy Note9 128GB in Ocean Blue Your Price: \$499.99 New 1-yr line term required per device. \$999.99 full retail price.	Samsung Galaxy Note9 512GB in Lavender Purple Your Price: \$749.99 New 1-yr line term required per device. \$1249.99 full retail price.	Samsung Galaxy Note9 512GB in Midnight Black Your Price: \$749.99 New 1-yr line term required per device. \$1249.99 full retail price.










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Device					
Pricing	Samsung Galaxy Note9 512GB in Ocean Blue Your Price: \$749.99 New 1-yr line term required per device. \$1249.99 full retail price.	Samsung Galaxy Note9 in Midnight Black Your Price: \$499.99 New 1-yr line term required per device. \$999.99 full retail price.	Samsung Galaxy S10 128GB in Flamingo Pink Your Price: \$399.99 New 1-yr line term required per device. \$899.99 full retail price.	Samsung Galaxy S10 128GB in Prism Black Your Price: \$399.99 New 1-yr line term required per device. \$899.99 full retail price.	Samsung Galaxy S10 128GB in Prism Blue Your Price: \$399.99 New 1-yr line term required per device. \$899.99 full retail price.
Device					
Pricing	Samsung Galaxy S10 128GB in Prism White Your Price: \$399.99 New 1-yr line term required per device. \$899.99 full retail price.	Samsung Galaxy S10 512GB in Flamingo Pink Your Price: \$649.99 New 1-yr line term required per device. \$1149.99 full retail price.	Samsung Galaxy S10 512GB in Prism Black Your Price: \$649.99 New 1-yr line term required per device. \$1149.99 full retail price.	Samsung Galaxy S10 512GB in Prism Blue Your Price: \$649.99 New 1-yr line term required per device. \$1149.99 full retail price.	Samsung Galaxy S10 512GB in Prism White Your Price: \$649.99 New 1-yr line term required per device. \$1149.99 full retail price.



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Device					
Pricing	Samsung Galaxy S10 5G 256GB in Crown Silver Your Price: \$799.99 New 1-yr line term required per device. \$1299.99 full retail price.	Samsung Galaxy S10 5G 256GB in Majestic Black Your Price: \$799.99 New 1-yr line term required per device. \$1299.99 full retail price.	Samsung Galaxy S10 5G 512GB in Crown Silver Your Price: \$899.99 New 1-yr line term required per device. \$1399.99 full retail price.	Samsung Galaxy S10 5G 512GB in Majestic Black Your Price: \$899.99 New 1-yr line term required per device. \$1399.99 full retail price.	Samsung Galaxy S10+ 128GB in Flamingo Pink Your Price: \$499.99 New 1-yr line term required per device. \$999.99 full retail price.
Device					
Pricing	Samsung Galaxy S10+ 128GB in Prism Black Your Price: \$499.99 New 1-yr line term required per device. \$999.99 full retail price.	Samsung Galaxy S10+ 128GB in Prism Blue Your Price: \$499.99 New 1-yr line term required per device. \$999.99 full retail price.	Samsung Galaxy S10+ 128GB in Prism White Your Price: \$499.99 New 1-yr line term required per device. \$999.99 full retail price.	Samsung Galaxy S10+ 1TB in Ceramic Black Your Price: \$1099.99 New 1-yr line term required per device. \$1599.99 full retail price.	Samsung Galaxy S10+ 1TB in Ceramic White Your Price: \$1099.99 New 1-yr line term required per device. \$1599.99 full retail price.













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Device					
Pricing	Samsung Galaxy S10+ 512GB in Ceramic Black Your Price: \$749.99 New 1-yr line term required per device. \$1249.99 full retail price.	Samsung Galaxy S10+ 512GB in Ceramic White Your Price: \$749.99 New 1-yr line term required per device. \$1249.99 full retail price.	Samsung Galaxy S10e 128GB in Flamingo Pink Your Price: \$249.99 New 1-yr line term required per device. \$749.99 full retail price.	Samsung Galaxy S10e 128GB in Prism Black Your Price: \$249.99 New 1-yr line term required per device. \$749.99 full retail price.	Samsung Galaxy S10e 128GB in Prism Blue Your Price: \$249.99 New 1-yr line term required per device. \$749.99 full retail price.
Device					
Pricing	Samsung Galaxy S10e 128GB in Prism White Your Price: \$249.99 New 1-yr line term required per device. \$749.99 full retail price.	Samsung Galaxy S10e 256GB in Flamingo Pink Your Price: \$349.99 New 1-yr line term required per device. \$849.99 full retail price.	Samsung Galaxy S10e 256GB in Prism Black Your Price: \$349.99 New 1-yr line term required per device. \$849.99 full retail price.	Samsung Galaxy S10e 256GB in Prism Blue Your Price: \$349.99 New 1-yr line term required per device. \$849.99 full retail price.	Samsung Galaxy S10e 256GB in Prism White Your Price: \$349.99 New 1-yr line term required per device. \$849.99 full retail price.













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Device					
Pricing	Samsung Galaxy S8 64GB in Midnight Black Your Price: \$49.99 New 1-yr line term required per device. \$499.99 full retail price.	Samsung Galaxy S9 64GB in Coral Blue Your Price: \$99.99 New 1-yr line term required per device. \$599.99 full retail price.	Samsung Galaxy S9 64GB in Lilac Purple Your Price: \$99.99 New 1-yr line term required per device. \$599.99 full retail price.	Samsung Galaxy S9 64GB in Midnight Black Your Price: \$99.99 New 1-yr line term required per device. \$599.99 full retail price.	Samsung Galaxy S9+ 64GB in Coral Blue Your Price: \$199.99 New 1-yr line term required per device. \$699.99 full retail price.
Device					
Pricing	Sonim XP8 in black Your Price: \$199.99 New 1-yr line term required per device. \$648 full retail price.	ZenFone V Live in slate grey Your Price: \$59.99 New 1-yr line term required per device. \$168 full retail price.	moto e5 play 16GB in Black Your Price: \$49.99 New 1-yr line term required per device. \$144 full retail price.	moto g6 in black Your Price: \$99.99 New 1-yr line term required per device. \$240 full retail price.	moto g7 power in Marine Blue Your Price: \$99.99 New 1-yr line term required per device. \$240 full retail price.










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Device					
Pricing	<p>Microsoft Surface 3 128GB</p> <p>Your Price: \$549.99 New 1-yr line term required per device. \$649.99 full retail price.</p>	<p>Samsung Chromebook Plus in Stealth Silver</p> <p>Your Price: \$499.99 New 1-yr line term required per device. \$599.99 full retail price.</p>	<p>Samsung Galaxy Book 2 in silver</p> <p>Your Price: \$899.99 New 1-yr line term required per device. \$999.99 full retail price.</p>	<p>Samsung Galaxy Tab A (10.5 inch) in black</p> <p>Your Price: \$279.99 New 1-yr line term required per device. \$379.99 full retail price.</p>	<p>Samsung Galaxy Tab A (8.0 inch) in black</p> <p>Your Price: \$149.99 New 1-yr line term required per device. \$249.99 full retail price.</p>
Device					
Pricing	<p>Samsung Galaxy Tab S4 in black</p> <p>Your Price: \$629.99 New 1-yr line term required per device. \$729.99 full retail price.</p>	<p>Verizon GizmoTablet in Black</p> <p>Your Price: \$149.99 New 1-yr line term required per device. \$249.99 full retail price.</p>			



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Device					
Pricing	<p>Watch Nike+ Series 4 GPS + Cellular, 40mm Silver Aluminum Case with Pure Platinum/Black Nike Sport Your Price: \$499.99</p> <p>New 1-yr line term required per device. \$499.99 full retail price.</p>	<p>Watch Nike+ Series 4 GPS + Cellular, 40mm Space Gray Aluminum Case with Anthracite/Black Nike Sport Your Price: \$499.99</p> <p>New 1-yr line term required per device. \$499.99 full retail price.</p>	<p>Watch Nike+ Series 4 GPS + Cellular, 44mm Silver Aluminum Case with Pure Platinum/Black Nike Sport Your Price: \$529.99</p> <p>New 1-yr line term required per device. \$529.99 full retail price.</p>	<p>Watch Nike+ Series 4 GPS + Cellular, 44mm Silver Aluminum Case with Summit White Nike Sport Loop Your Price: \$529.99</p> <p>New 1-yr line term required per device. \$529.99 full retail price.</p>	<p>Watch Nike+ Series 4 GPS + Cellular, 44mm Space Gray Aluminum Case with Anthracite/Black Nike Sport Your Price: \$529.99</p> <p>New 1-yr line term required per device. \$529.99 full retail price.</p>
Device					
Pricing	<p>Watch Nike+ Series 4 GPS + Cellular, 44mm Space Gray Aluminum Case with Black Nike Sport Loop Your Price: \$529.99</p> <p>New 1-yr line term required per device. \$529.99 full retail price.</p>	<p>Watch Nike+ Series 4, 40mm Silver Aluminum Case with Summit White Nike Sport Loop Your Price: \$499.99</p> <p>New 1-yr line term required per device. \$499.99 full retail price.</p>	<p>Watch Nike+ Series 4, 40mm Space Gray Aluminum Case with Black Nike Sport Loop Your Price: \$499.99</p> <p>New 1-yr line term required per device. \$499.99 full retail price.</p>	<p>Watch Series 3 Black Stainless Steel 38mm Case with Milanese Loop Your Price: \$749.99</p> <p>New 1-yr line term required per device. \$749.99 full retail price.</p>	<p>Watch Series 3 GPS + Cellular, 38mm Stainless Steel Case with Soft White Sport Band Your Price: \$599.99</p> <p>New 1-yr line term required per device. \$599.99 full retail price.</p>













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Device					
Pricing	<p>Watch Series 3 GPS + Cellular, 42mm Silver Aluminum Case with White Sport Band</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>	<p>Watch Series 3 GPS + Cellular, 42mm Space Gray Aluminum Case with Black Sport Band</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>	<p>Watch Series 3, 38mm Silver Aluminum Case with Bright Crimson/Black Nike Sport Loop</p> <p>Your Price: \$379.99 New 1-yr line term required per device. \$379.99 full retail price.</p>	<p>Watch Series 3, 38mm Silver Aluminum Case with Pure Platinum/Black Nike Sport Band</p> <p>Your Price: \$379.99 New 1-yr line term required per device. \$379.99 full retail price.</p>	<p>Watch Series 3, 38mm Silver Aluminum Case with White Sport Band</p> <p>Your Price: \$379.99 New 1-yr line term required per device. \$379.99 full retail price.</p>
Device					
Pricing	<p>Watch Series 3, 38mm Space Gray Aluminum Case with Anthracite/Black Nike Sport Band</p> <p>Your Price: \$379.99 New 1-yr line term required per device. \$379.99 full retail price.</p>	<p>Watch Series 3, 38mm Space Gray Aluminum Case with Black Sport Band</p> <p>Your Price: \$379.99 New 1-yr line term required per device. \$379.99 full retail price.</p>	<p>Watch Series 3, 38mm Space Gray Aluminum Case with Black/Pure Platinum Nike Sport Loop</p> <p>Your Price: \$379.99 New 1-yr line term required per device. \$379.99 full retail price.</p>	<p>Watch Series 3, 38mm Space Gray Aluminum Case with Dark Olive Sport Loop</p> <p>Your Price: \$379.99 New 1-yr line term required per device. \$379.99 full retail price.</p>	<p>Watch Series 3, 38mm Stainless Steel Case with Milanese Loop</p> <p>Your Price: \$699.99 New 1-yr line term required per device. \$699.99 full retail price.</p>













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Device					
Pricing	<p>Watch Series 3, 42mm Gold Aluminum Case with Pink Sand Sport Loop</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>	<p>Watch Series 3, 42mm Silver Aluminum Case with Bright Crimson/Black Nike Sport Loop</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>	<p>Watch Series 3, 42mm Silver Aluminum Case with Pure Platinum/Black Nike Sport Band</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>	<p>Watch Series 3, 42mm Silver Aluminum Case with Seashell Sport Loop</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>	<p>Watch Series 3, 42mm Space Black Stainless Steel Case with Black Sport Band</p> <p>Your Price: \$649.99 New 1-yr line term required per device. \$649.99 full retail price.</p>
Device					
Pricing	<p>Watch Series 3, 42mm Space Black Stainless Steel Case with Space Black Milanese Loop</p> <p>Your Price: \$799.99 New 1-yr line term required per device. \$799.99 full retail price.</p>	<p>Watch Series 3, 42mm Space Gray Aluminum Case with Anthracite/Black Nike Sport Band</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>	<p>Watch Series 3, 42mm Space Gray Aluminum Case with Anthracite/Black Nike Sport Band 2017</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>	<p>Watch Series 3, 42mm Space Gray Aluminum Case with Black/Pure Platinum Nike Sport Loop</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>	<p>Watch Series 3, 42mm Space Gray Aluminum Case with Dark Olive Sport Loop</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>













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Device					
Pricing	<p>Watch Series 3, 42mm Stainless Steel Case with Milanese Loop</p> <p>Your Price: \$749.99 New 1-yr line term required per device. \$749.99 full retail price.</p>	<p>Watch Series 3, 42mm Stainless Steel Case with Soft White Sport Band</p> <p>Your Price: \$649.99 New 1-yr line term required per device. \$649.99 full retail price.</p>	<p>Watch Series 4 GPS + Cellular, 40mm Gold Aluminum Case with Pink Sand Sport Band</p> <p>Your Price: \$499.99 New 1-yr line term required per device. \$499.99 full retail price.</p>	<p>Watch Series 4 GPS + Cellular, 40mm Gold Aluminum Case with Pink Sand Sport Loop</p> <p>Your Price: \$499.99 New 1-yr line term required per device. \$499.99 full retail price.</p>	<p>Watch Series 4 GPS + Cellular, 40mm Gold Stainless Steel Case with Stone Sport Band</p> <p>Your Price: \$699.99 New 1-yr line term required per device. \$699.99 full retail price.</p>
Device					
Pricing	<p>Watch Series 4 GPS + Cellular, 40mm Silver Aluminum Case with Seashell Sport Loop</p> <p>Your Price: \$499.99 New 1-yr line term required per device. \$499.99 full retail price.</p>	<p>Watch Series 4 GPS + Cellular, 40mm Silver Aluminum Case with White Sport Band</p> <p>Your Price: \$499.99 New 1-yr line term required per device. \$499.99 full retail price.</p>	<p>Watch Series 4 GPS + Cellular, 40mm Space Black Stainless Steel Case with Black Sport Band</p> <p>Your Price: \$699.99 New 1-yr line term required per device. \$699.99 full retail price.</p>	<p>Watch Series 4 GPS + Cellular, 40mm Stainless Steel Case with White Sport Band</p> <p>Your Price: \$699.99 New 1-yr line term required per device. \$699.99 full retail price.</p>	<p>Watch Series 4 GPS + Cellular, 44mm Gold Aluminum Case with Pink Sand Sport Band</p> <p>Your Price: \$529.99 New 1-yr line term required per device. \$529.99 full retail price.</p>













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Device					
Pricing	Watch Series 4 GPS + Cellular, 44mm Gold Aluminum Case with Pink Sand Sport Loop Your Price: \$529.99 New 1-yr line term required per device. \$529.99 full retail price.	Watch Series 4 GPS + Cellular, 44mm Gold Stainless Steel Case with Gold Milanese Loop Your Price: \$849.99 New 1-yr line term required per device. \$849.99 full retail price.	Watch Series 4 GPS + Cellular, 44mm Gold Stainless Steel Case with Stone Sport Band Your Price: \$749.99 New 1-yr line term required per device. \$749.99 full retail price.	Watch Series 4 GPS + Cellular, 44mm Silver Aluminum Case with Seashell Sport Loop Your Price: \$529.99 New 1-yr line term required per device. \$529.99 full retail price.	Watch Series 4 GPS + Cellular, 44mm Silver Aluminum Case with White Sport Band Your Price: \$529.99 New 1-yr line term required per device. \$529.99 full retail price.
Device					
Pricing	Watch Series 4 GPS + Cellular, 44mm Space Black Stainless Steel Case with Black Sport Band Your Price: \$749.99 New 1-yr line term required per device. \$749.99 full retail price.	Watch Series 4 GPS + Cellular, 44mm Space Black Stainless Steel Case with Space Black Milanese Loop Your Price: \$849.99 New 1-yr line term required per device. \$849.99 full retail price.	Watch Series 4 GPS + Cellular, 44mm Space Gray Aluminum Case with Black Sport Band Your Price: \$529.99 New 1-yr line term required per device. \$529.99 full retail price.	Watch Series 4 GPS + Cellular, 44mm Space Gray Aluminum Case with Black Sport Loop Your Price: \$529.99 New 1-yr line term required per device. \$529.99 full retail price.	Watch Series 4 GPS + Cellular, 44mm Stainless Steel Case with Silver Milanese Loop Your Price: \$849.99 New 1-yr line term required per device. \$849.99 full retail price.













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Device					
Pricing	<p>Watch Series 4 GPS + Cellular, 44mm Stainless Steel Case with White Sport Band</p> <p>Your Price: \$749.99 New 1-yr line term required per device. \$749.99 full retail price.</p>	<p>Watch Series 4, 40mm Stainless Steel Case with Milanese Loop in Gold</p> <p>Your Price: \$799.99 New 1-yr line term required per device. \$799.99 full retail price.</p>	<p>Watch Series 4, 40mm Stainless Steel Case with Milanese Loop in Silver</p> <p>Your Price: \$799.99 New 1-yr line term required per device. \$799.99 full retail price.</p>	<p>Watch Series 4, 40mm Stainless Steel Case with Milanese Loop in Space Black</p> <p>Your Price: \$799.99 New 1-yr line term required per device. \$799.99 full retail price.</p>	<p>vivoactive 3 Music</p> <p>Your Price: \$349.99 New 1-yr line term required per device. \$399.99 full retail price.</p>
Device					
Pricing	<p>Apple Watch Nike+, 38mm Space Gray Aluminum Case with Midnight Fog Nike Sport Loop</p> <p>Your Price: \$379.99 New 1-yr line term required per device. \$379.99 full retail price.</p>	<p>Apple Watch Nike+, 42mm Space Gray Aluminum Case with Midnight Fog Nike Sport Loop</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>	<p>Apple Watch Series 3, 42mm Space Gray Aluminum Case with Black Sport Loop</p> <p>Your Price: \$409.99 New 1-yr line term required per device. \$409.99 full retail price.</p>	<p>Watch Series 4 GPS + Cellular, 40mm Space Gray Aluminum Case with Black Sport Band</p> <p>Your Price: \$499.99 New 1-yr line term required per device. \$499.99 full retail price.</p>	<p>Watch Series 4 GPS + Cellular, 40mm Space Gray Aluminum Case with Black Sport Loop</p> <p>Your Price: \$499.99 New 1-yr line term required per device. \$499.99 full retail price.</p>



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Device					
Pricing	<p>iPhone® XR (PRODUCT) RED Special Edition 128GB</p> <p>Your Price: \$349.99 New 1-yr line term required per device. \$799.99 full retail price.</p>	<p>iPhone® XR (PRODUCT) RED Special Edition 256GB</p> <p>Your Price: \$449.99 New 1-yr line term required per device. \$899.99 full retail price.</p>	<p>iPhone® XR (PRODUCT) RED Special Edition 64GB</p> <p>Your Price: \$299.99 New 1-yr line term required per device. \$749.99 full retail price.</p>	<p>iPhone® 8 256GB in Gold</p> <p>Your Price: \$299.99 New 1-yr line term required per device. \$749.99 full retail price.</p>	<p>iPhone® 8 256GB in Silver</p> <p>Your Price: \$299.99 New 1-yr line term required per device. \$749.99 full retail price.</p>
Device					
Pricing	<p>iPhone® 8 256GB in Space Gray</p> <p>Your Price: \$299.99 New 1-yr line term required per device. \$749.99 full retail price.</p>	<p>iPhone® 8 64GB in Gold</p> <p>Your Price: \$149.99 New 1-yr line term required per device. \$599.99 full retail price.</p>	<p>iPhone® 8 64GB in Silver</p> <p>Your Price: \$149.99 New 1-yr line term required per device. \$599.99 full retail price.</p>	<p>iPhone® 8 64GB in Space Gray</p> <p>Your Price: \$149.99 New 1-yr line term required per device. \$599.99 full retail price.</p>	<p>iPhone® 8 Plus 256GB in Gold</p> <p>Your Price: \$399.99 New 1-yr line term required per device. \$849.99 full retail price.</p>













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Device					
Pricing	iPhone® 8 Plus 256GB in Silver Your Price: \$399.99 New 1-yr line term required per device. \$849.99 full retail price.	iPhone® 8 Plus 256GB in Space Gray Your Price: \$399.99 New 1-yr line term required per device. \$849.99 full retail price.	iPhone® 8 Plus 64GB in Gold Your Price: \$249.99 New 1-yr line term required per device. \$699.99 full retail price.	iPhone® 8 Plus 64GB in Silver Your Price: \$249.99 New 1-yr line term required per device. \$699.99 full retail price.	iPhone® 8 Plus 64GB in Space Gray Your Price: \$249.99 New 1-yr line term required per device. \$699.99 full retail price.
Device					
Pricing	iPhone® XR 128GB in Black Your Price: \$349.99 New 1-yr line term required per device. \$799.99 full retail price.	iPhone® XR 128GB in Blue Your Price: \$349.99 New 1-yr line term required per device. \$799.99 full retail price.	iPhone® XR 128GB in Coral Your Price: \$349.99 New 1-yr line term required per device. \$799.99 full retail price.	iPhone® XR 128GB in White Your Price: \$349.99 New 1-yr line term required per device. \$799.99 full retail price.	iPhone® XR 128GB in Yellow Your Price: \$349.99 New 1-yr line term required per device. \$799.99 full retail price.

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Device					
Pricing	iPhone® XR 256GB in Black Your Price: \$449.99 New 1-yr line term required per device. \$899.99 full retail price.	iPhone® XR 256GB in Blue Your Price: \$449.99 New 1-yr line term required per device. \$899.99 full retail price.	iPhone® XR 256GB in Coral Your Price: \$449.99 New 1-yr line term required per device. \$899.99 full retail price.	iPhone® XR 256GB in White Your Price: \$449.99 New 1-yr line term required per device. \$899.99 full retail price.	iPhone® XR 256GB in Yellow Your Price: \$449.99 New 1-yr line term required per device. \$899.99 full retail price.
Device					
Pricing	iPhone® XR 64GB in Black Your Price: \$299.99 New 1-yr line term required per device. \$749.99 full retail price.	iPhone® XR 64GB in Blue Your Price: \$299.99 New 1-yr line term required per device. \$749.99 full retail price.	iPhone® XR 64GB in Coral Your Price: \$299.99 New 1-yr line term required per device. \$749.99 full retail price.	iPhone® XR 64GB in White Your Price: \$299.99 New 1-yr line term required per device. \$749.99 full retail price.	iPhone® XR 64GB in Yellow Your Price: \$299.99 New 1-yr line term required per device. \$749.99 full retail price.

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Device					
Pricing	iPhone® Xs 256GB in Gold Your Price: \$699.99 New 1-yr line term required per device. \$1149.99 full retail price.	iPhone® Xs 256GB in Silver Your Price: \$699.99 New 1-yr line term required per device. \$1149.99 full retail price.	iPhone® Xs 256GB in Space Gray Your Price: \$699.99 New 1-yr line term required per device. \$1149.99 full retail price.	iPhone® Xs 512GB in Gold Your Price: \$899.99 New 1-yr line term required per device. \$1349.99 full retail price.	iPhone® Xs 512GB in Silver Your Price: \$899.99 New 1-yr line term required per device. \$1349.99 full retail price.
Device					
Pricing	iPhone® Xs 512GB in Space Gray Your Price: \$899.99 New 1-yr line term required per device. \$1349.99 full retail price.	iPhone® Xs 64GB in Gold Your Price: \$549.99 New 1-yr line term required per device. \$999.99 full retail price.	iPhone® Xs 64GB in Silver Your Price: \$549.99 New 1-yr line term required per device. \$999.99 full retail price.	iPhone® Xs 64GB in Space Gray Your Price: \$549.99 New 1-yr line term required per device. \$999.99 full retail price.	iPhone® Xs Max 256GB in Gold Your Price: \$799.99 New 1-yr line term required per device. \$1249.99 full retail price.

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Device					
Pricing	<p>iPhone® Xs Max 256GB in Silver</p> <p>Your Price: \$799.99 New 1-yr line term required per device. \$1249.99 full retail price.</p>	<p>iPhone® Xs Max 256GB in Space Gray</p> <p>Your Price: \$799.99 New 1-yr line term required per device. \$1249.99 full retail price.</p>	<p>iPhone® Xs Max 512GB in Gold</p> <p>Your Price: \$999.99 New 1-yr line term required per device. \$1449.99 full retail price.</p>	<p>iPhone® Xs Max 512GB in Silver</p> <p>Your Price: \$999.99 New 1-yr line term required per device. \$1449.99 full retail price.</p>	<p>iPhone® Xs Max 512GB in Space Gray</p> <p>Your Price: \$999.99 New 1-yr line term required per device. \$1449.99 full retail price.</p>
Device					
Pricing	<p>iPhone® Xs Max 64GB in Gold</p> <p>Your Price: \$649.99 New 1-yr line term required per device. \$1099.99 full retail price.</p>	<p>iPhone® Xs Max 64GB in Silver</p> <p>Your Price: \$649.99 New 1-yr line term required per device. \$1099.99 full retail price.</p>	<p>iPhone® Xs Max 64GB in Space Gray</p> <p>Your Price: \$649.99 New 1-yr line term required per device. \$1099.99 full retail price.</p>	<p>Apple® iPhone® 8 (PRODUCT) RED Special Edition 64GB</p> <p>Your Price: \$149.99 New 1-yr line term required per device. \$599.99 full retail price.</p>	<p>Apple® iPhone® 6s 128GB in Gold</p> <p>Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.</p>

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Device					
Pricing	Apple® iPhone® 6s 128GB in Rose Gold Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.	Apple® iPhone® 6s 128GB in Silver Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.	Apple® iPhone® 6s 128GB in Space Gray Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.	Apple® iPhone® 6s 32GB in Gold Your Price: \$0.99 New 1-yr line term required per device. \$349.99 full retail price.	Apple® iPhone® 6s 32GB in Rose Gold Your Price: \$0.99 New 1-yr line term required per device. \$349.99 full retail price.
Device					
Pricing	Apple® iPhone® 6s 32GB in Silver Your Price: \$0.99 New 1-yr line term required per device. \$349.99 full retail price.	Apple® iPhone® 6s 32GB in Space Gray Your Price: \$0.99 New 1-yr line term required per device. \$349.99 full retail price.	Apple® iPhone® 6s Plus 128GB in Gold Your Price: \$99.99 New 1-yr line term required per device. \$549.99 full retail price.	Apple® iPhone® 6s Plus 128GB in Rose Gold Your Price: \$99.99 New 1-yr line term required per device. \$549.99 full retail price.	Apple® iPhone® 6s Plus 128GB in Silver Your Price: \$99.99 New 1-yr line term required per device. \$549.99 full retail price.



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Device					
Pricing	Apple® iPhone® 6s Plus 128GB in Space Gray Your Price: \$99.99 New 1-yr line term required per device. \$549.99 full retail price.	Apple® iPhone® 6s Plus 32GB in Gold Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.	Apple® iPhone® 6s Plus 32GB in Rose Gold Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.	Apple® iPhone® 6s Plus 32GB in Silver Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.	Apple® iPhone® 6s Plus 32GB in Space Gray Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.
Device					
Pricing	Apple® iPhone® 7 128GB in Black Your Price: \$99.99 New 1-yr line term required per device. \$549.99 full retail price.	Apple® iPhone® 7 128GB in Gold Your Price: \$99.99 New 1-yr line term required per device. \$549.99 full retail price.	Apple® iPhone® 7 128GB in Jet Black Your Price: \$99.99 New 1-yr line term required per device. \$549.99 full retail price.	Apple® iPhone® 7 128GB in Rose Gold Your Price: \$99.99 New 1-yr line term required per device. \$549.99 full retail price.	Apple® iPhone® 7 128GB in Silver Your Price: \$99.99 New 1-yr line term required per device. \$549.99 full retail price.

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Device					
Pricing	Apple® iPhone® 7 32GB in Black Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.	Apple® iPhone® 7 32GB in Gold Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.	Apple® iPhone® 7 32GB in Rose Gold Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.	Apple® iPhone® 7 32GB in Silver Your Price: \$0.99 New 1-yr line term required per device. \$449.99 full retail price.	Apple® iPhone® 7 Plus 128GB in Black Your Price: \$219.99 New 1-yr line term required per device. \$669.99 full retail price.
Device					
Pricing	Apple® iPhone® 7 Plus 128GB in Gold Your Price: \$219.99 New 1-yr line term required per device. \$669.99 full retail price.	Apple® iPhone® 7 Plus 128GB in Jet Black Your Price: \$219.99 New 1-yr line term required per device. \$669.99 full retail price.	Apple® iPhone® 7 Plus 128GB in Rose Gold Your Price: \$219.99 New 1-yr line term required per device. \$669.99 full retail price.	Apple® iPhone® 7 Plus 128GB in Silver Your Price: \$219.99 New 1-yr line term required per device. \$669.99 full retail price.	Apple® iPhone® 7 Plus 32GB in Black Your Price: \$119.99 New 1-yr line term required per device. \$569.99 full retail price.

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Device					
Pricing	Apple® iPhone® 7 Plus 32GB in Gold Your Price: \$119.99 New 1-yr line term required per device. \$569.99 full retail price.	Apple® iPhone® 7 Plus 32GB in Jet Black Your Price: \$119.99 New 1-yr line term required per device. \$569.99 full retail price.	Apple® iPhone® 7 Plus 32GB in Rose Gold Your Price: \$119.99 New 1-yr line term required per device. \$569.99 full retail price.	Apple® iPhone® 7 Plus 32GB in Silver Your Price: \$119.99 New 1-yr line term required per device. \$569.99 full retail price.	Apple® iPhone® 8 (PRODUCT) RED Special Edition 256GB Your Price: \$299.99 New 1-yr line term required per device. \$749.99 full retail price.
Device					
Pricing	Apple® iPhone® 8 Plus (PRODUCT) RED Special Edition 256GB Your Price: \$399.99 New 1-yr line term required per device. \$849.99 full retail price.	Apple® iPhone® 8 Plus (PRODUCT) RED Special Edition 64GB Your Price: \$249.99 New 1-yr line term required per device. \$699.99 full retail price.	Apple® iPhone® X 256GB in Silver Your Price: \$599.99 New 1-yr line term required per device. \$1049.99 full retail price.	Apple® iPhone® X 256GB in Space Gray Your Price: \$599.99 New 1-yr line term required per device. \$1049.99 full retail price.	Apple® iPhone® X 64GB in Silver Your Price: \$449.99 New 1-yr line term required per device. \$899.99 full retail price.



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Device					
Pricing	Apple* iPhone* X 64GB in Space Gray Your Price: \$449.99 New 1-yr line term required per device. \$899.99 full retail price.				
Device					
Pricing					

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Device					
Pricing	10.5-inch Apple iPad Pro 256GB in Gold Your Price: \$829.99 New 1-yr line term required per device. \$929.99 full retail price.	10.5-inch Apple iPad Pro 256GB in Rose Gold Your Price: \$829.99 New 1-yr line term required per device. \$929.99 full retail price.	10.5-inch Apple iPad Pro 256GB in Silver Your Price: \$829.99 New 1-yr line term required per device. \$929.99 full retail price.	10.5-inch Apple iPad Pro 256GB in Space Gray Your Price: \$829.99 New 1-yr line term required per device. \$929.99 full retail price.	10.5-inch Apple iPad Pro 512GB in Gold Your Price: \$1029.99 New 1-yr line term required per device. \$1129.99 full retail price.
Device					
Pricing	10.5-inch Apple iPad Pro 512GB in Rose Gold Your Price: \$1029.99 New 1-yr line term required per device. \$1129.99 full retail price.	10.5-inch Apple iPad Pro 512GB in Silver Your Price: \$1029.99 New 1-yr line term required per device. \$1129.99 full retail price.	10.5-inch Apple iPad Pro 512GB in Space Gray Your Price: \$1029.99 New 1-yr line term required per device. \$1129.99 full retail price.	10.5-inch Apple iPad Pro 64GB in Gold Your Price: \$679.99 New 1-yr line term required per device. \$779.99 full retail price.	10.5-inch Apple iPad Pro 64GB in Rose Gold Your Price: \$679.99 New 1-yr line term required per device. \$779.99 full retail price.



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Device					
Pricing	10.5-inch Apple iPad Pro 64GB in Silver Your Price: \$679.99 New 1-yr line term required per device. \$779.99 full retail price.	10.5-inch Apple iPad Pro 64GB in Space Gray Your Price: \$679.99 New 1-yr line term required per device. \$779.99 full retail price.	11-inch Apple iPad Pro 1TB in Silver Your Price: \$1599.99 New 1-yr line term required per device. \$1699.99 full retail price.	11-inch Apple iPad Pro 1TB in Space Gray Your Price: \$1599.99 New 1-yr line term required per device. \$1699.99 full retail price.	11-inch Apple iPad Pro 256GB in Silver Your Price: \$999.99 New 1-yr line term required per device. \$1099.99 full retail price.
Device					
Pricing	11-inch Apple iPad Pro 256GB in Space Gray Your Price: \$999.99 New 1-yr line term required per device. \$1099.99 full retail price.	11-inch Apple iPad Pro 512GB in Space Gray Your Price: \$1199.99 New 1-yr line term required per device. \$1299.99 full retail price.	11-inch Apple iPad Pro 512GB in Silver Your Price: \$1199.99 New 1-yr line term required per device. \$1299.99 full retail price.	11-inch Apple iPad Pro 64GB in Silver Your Price: \$849.99 New 1-yr line term required per device. \$949.99 full retail price.	11-inch Apple iPad Pro 64GB in Space Gray Your Price: \$849.99 New 1-yr line term required per device. \$949.99 full retail price.













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Compare and save on our latest devices.

Take advantage of special offers, exclusively for government customers.

NASPO ValuePoint

07/10/2019

Device					
Pricing	12.9-inch Apple® iPad® Pro (2018) 64GB in Silver Your Price: \$1049.99 New 1-yr line term required per device. \$1149.99 full retail price.	12.9-inch Apple® iPad® Pro (2018) 64GB in Space Gray Your Price: \$1049.99 New 1-yr line term required per device. \$1149.99 full retail price.	Apple® New iPad® Air 256GB in Gold Your Price: \$679.99 New 1-yr line term required per device. \$779.99 full retail price.	Apple® New iPad® Air 256GB in Silver Your Price: \$679.99 New 1-yr line term required per device. \$779.99 full retail price.	Apple® New iPad® Air 256GB in Space Gray Your Price: \$679.99 New 1-yr line term required per device. \$779.99 full retail price.
Device					
Pricing	Apple® New iPad® Air 64GB in Gold Your Price: \$529.99 New 1-yr line term required per device. \$629.99 full retail price.	Apple® New iPad® Air 64GB in Silver Your Price: \$529.99 New 1-yr line term required per device. \$629.99 full retail price.	Apple® New iPad® Air 64GB in Space Gray Your Price: \$529.99 New 1-yr line term required per device. \$629.99 full retail price.	Apple® iPad® 9.7 inch 128GB in Gold Your Price: \$459.99 New 1-yr line term required per device. \$559.99 full retail price.	Apple® iPad® 9.7 inch 128GB in Silver Your Price: \$459.99 New 1-yr line term required per device. \$559.99 full retail price.

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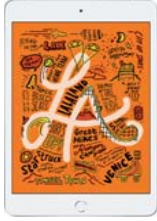
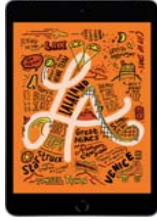



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Device					
Pricing	Apple® iPad® 9.7 inch 128GB in Space Gray Your Price: \$459.99 New 1-yr line term required per device. \$559.99 full retail price.	Apple® iPad® 9.7 inch 32GB in Gold Your Price: \$359.99 New 1-yr line term required per device. \$459.99 full retail price.	Apple® iPad® 9.7 inch 32GB in Silver Your Price: \$359.99 New 1-yr line term required per device. \$459.99 full retail price.	Apple® iPad® 9.7 inch 32GB in Space Gray Your Price: \$359.99 New 1-yr line term required per device. \$459.99 full retail price.	Apple® iPad® mini 256GB in Gold Your Price: \$579.99 New 1-yr line term required per device. \$679.99 full retail price.
Device					
Pricing	Apple® iPad® mini 256GB in Silver Your Price: \$579.99 New 1-yr line term required per device. \$679.99 full retail price.	Apple® iPad® mini 256GB in Space Gray Your Price: \$579.99 New 1-yr line term required per device. \$679.99 full retail price.	Apple® iPad® mini 4 128GB in Gold Your Price: \$429.99 New 1-yr line term required per device. \$529.99 full retail price.	Apple® iPad® mini 4 128GB in Silver Your Price: \$429.99 New 1-yr line term required per device. \$529.99 full retail price.	Apple® iPad® mini 4 128GB in Space Gray Your Price: \$429.99 New 1-yr line term required per device. \$529.99 full retail price.



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Compare and save on our latest devices.

Take advantage of special offers, exclusively for government customers.

NASPO ValuePoint

07/10/2019

Device					
Pricing	<p>Apple® iPad® mini 64GB in Gold</p> <p>Your Price: \$429.99 New 1-yr line term required per device. \$529.99 full retail price.</p>	<p>Apple® iPad® mini 64GB in Silver</p> <p>Your Price: \$429.99 New 1-yr line term required per device. \$529.99 full retail price.</p>	<p>Apple® iPad® mini 64GB in Space Gray</p> <p>Your Price: \$429.99 New 1-yr line term required per device. \$529.99 full retail price.</p>		
Device					
Pricing					



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NASPO ValuePoint 3rd Quarter Equipment Offers

SMARTPHONE DEVICES:

- Apple iPhone 6s 32GB \$0*
- Apple iPhone 7 32GB \$0*
- Samsung Galaxy S9 64GB \$0*
- Apple iPhone 8 64GB *\$0 (available on public safety smartphone plan only)
- Google Pixel 3a 64GB \$0

**Push-to-Talk Plus (PTT +) capable, please inquire for complete list of devices.*

Offer Requirements:

Plans must have a monthly access fee of \$19.99 or greater plus a required data package.
All NASPO ValuePoint voice and data bundles qualify.
Plan activated must be a 1 year rate plan code.
Applies to new activations and eligible upgrades**

BASIC DEVICES:

- Kyocera DuraXV LTE \$0*
- Kyocera Cadence LTE \$0

**Push-to-Talk Plus (PTT +) capable, please inquire for complete list of devices.*

Offer Requirements:

Plans must have a minimum monthly access of \$14.99 or greater after contract discount.
Plan activated must be a 1 year rate plan code.
Applies to new activations and eligible upgrades**

Additional Terms & Conditions: **Offer good for new and eligible upgrades for Government Liable customers only. Offers cannot be combined with any other government discount incentives unless otherwise noted in offer T&C's. Plan activated must be on a 1-year rate plan. All devices are available while supplies last.



INTERNET DEVICES:

- Mi-Fi 8800L \$0
- USB 730L \$0

Offer Requirements:

Must activate service on a Mobile Broadband or M2M plan with monthly access fee of \$19.99 or higher. Plan activated must be a 1 year rate plan code. Applies to new activations and eligible upgrades**

Bill Incentive Credits that government accounts qualify for:

\$100 Smartphone device activation BIC (7/1/19- 9/30/19):

- New activations, \$34.99 plan minimum

Offer Requirements:

Requires a 1-year contract and a plan that is \$34.99 or higher with required data feature. Bill Incentive Credits will be removed if account changes (e.g., changes to features, MDNs, account numbers, Device IDs, etc.) are applied within 30 days of purchase. Bill Incentive Credits are applied within 90 days.

Other rules and restrictions may apply, please contact your Verizon Wireless representative for further clarification.

Additional Terms & Conditions: **Offer good for new and eligible upgrades for Government Liabile customers only. Offers cannot be combined with any other government discount incentives unless otherwise noted in offer T&C's. Plan activated must be on a 1-year rate plan. All devices are available while supplies last.

Nationwide Government Calling Plan for Smart Phones:

\$49.99/month
400 Anytime
Unlimited Nights and Weekends
Unlimited Mobile to Mobile
Unlimited Messaging (text, picture and video)
Unlimited Data

Nationwide Government Share Plan for Smart Phones:

\$35.99/month (available on 50% of your share lines)
0 Anytime (shares)
Unlimited Nights and Weekends
Unlimited Mobile to Mobile
Unlimited Messaging (text, picture and video)
Unlimited Data

Smart Phone Unlimited Plan:

\$50.70/month
Unlimited Talk, Text and Data
Includes Mobile Hot Spot

Nationwide for Government Calling Plans for Basic Phones:

\$23.68/month
100 Anytime
Unlimited Nights and Weekends
Unlimited Mobile to Mobile
100 Messages
Optional Unlimited Messaging for \$12/month

Nationwide for Government Share Plan for Basic Phones:

\$15.99/month (available on 50% of your share lines)
0 Anytime
Unlimited Nights and Weekends
Unlimited Mobile to Mobile
100 Messages
Optional Unlimited Messaging for \$12/month

Other Minutes Options:

\$27.29/month: 200 Anytime
\$29.99/month: 400 Anytime

Mobile Broadband Data Plans for tablets, jetpacks, notebooks ect:

\$39.99/month
Unlimited Data

Benefits of the NASPO Contract:

- 22% Off
- Unlimited Data
- No Activation Fees
- No Termination Fees
- Upgrade Every 10 Months
- Utilization of Share Plans (partner plan)
- Overnight Shipping
- 25% Off Accessories
- One Bill
- My Business Portal and Training
- Gov't Support Team – One Point of Contact
- Quarterly Business Reviews
- #1 Ranked Network for Overall Performance

618 ASSESSMENT OF STUDENT ACHIEVEMENT

Board Adopted: February 3, 2014

Board Revised: ~~February 19, 2019~~ September 2019

I. PURPOSE

The purpose of this policy is to institute a process for the establishment and revision of assessments to measure achievement toward meeting the Minnesota Academic Standards, track academic progress over time, and provide Minnesota graduates information related to career and college readiness.

II. GENERAL STATEMENT OF POLICY

The school district has established a procedure by which students shall complete Graduation Requirements. This procedure includes the adoption of performance assessment methods to be used in measuring student performance. The school district strives to continually enhance student achievement of Graduation Requirements.

III. DEFINITIONS

- A. "Above-grade level" test items contain subject area content that is above the grade level of the student taking the assessment and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards above the grade level of the student taking the assessment. Notwithstanding the student's grade level, administering above-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.
- B. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- C. "Below-grade level" test items contain subject area content that is below the grade level of the student taking the test and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards below the student's current grade level. Notwithstanding the student's grade level, administering below-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.
- D. "Benchmark" means the specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- E. "Career and college ready," for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree,

diploma, certificate, or industry-recognized credential and employment. Students who are career and college ready are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.

- F. “Computer-adaptive assessments” means fully adaptive assessments.
- G. “Cultural competence,” for purposes of statewide accountability, means the ability and will to interact effectively with people of different cultures, native languages, and socioeconomic backgrounds.
- H. “Elective standards” means a locally adopted expectation for student learning in career and technical education and world languages.
- I. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, or other cooperative work experience, youth apprenticeship, or employment.
- J. “Fully adaptive assessments” include on-grade level test items and items that may be above or below a student’s grade level. *[Note: Fully adaptive mathematics and reading assessments must be used for grades 3 through 7 beginning in the 2015-2016 school year and later.]*
- K. “On-grade level” test items contain subject area content that is aligned to state academic standards for the grade level of the student taking the assessment.
- L. “Required standard” means a statewide adopted expectation for student learning in the content areas of English language arts, mathematics, science, social studies, physical education, and the arts, or a locally adopted expectation for student learning in health or the arts.

IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

- A. The School Board shall establish criteria by which student performance of local academic standards and elective standards are to be evaluated and approved. The criteria will be submitted to the school board for approval. Upon approval by the school board, the criteria shall be deemed part of this policy.
- B. The superintendent shall ensure that students and parents or guardians are provided with notice of the process by which academic standards will be assessed.
- C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued

improvement of the implementation of assessments under the Minnesota Academic Standards.

V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

A. Benchmarks

The school district will offer and students must achieve all benchmarks for an academic standard to satisfactorily complete that state standard. These benchmarks will be used by the school district and its staff in developing tests to measure student academic knowledge and skills.

[School districts are required to formally establish a periodic review cycle for academic standards and related benchmarks in health, world languages, and career and technical education.]

B. Statewide Academic Standards Testing

1. The school district will utilize statewide assessments developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards.
2. The school district will administer annually, in accordance with the process determined by the Minnesota Department of Education, the state-constructed tests aligned with state standards to all students in grades 3 through 8 and at the high school level as follows:
 - a. computer-adaptive reading and mathematics assessments in grades 3 through 8;
 - b. high school reading in grade 10, mathematics in grade 11, and a high school writing test, when it becomes available; and
 - c. science assessments in one grade in the grades 3 through 5 span, the grades 6 through 8 span, and a life science assessment in the grades 9 through 12 span (a passing score on high school science assessments is not a condition of receiving a diploma).
3. The school district will develop and administer locally constructed tests in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.
4. The school district may use a student's performance on a statewide assessment as one of the multiple criteria to determine grade promotion or retention. The school district also may use a high school student's

performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.

5. For students in grade 8 in the 2012-2013 school year and later, the school district must record on the high school transcript a student's progress toward career and college readiness. For other students, this record of progress must be made as soon as practicable. In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established school board criteria, demonstrate exemplary academic achievement during high school.
6. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments administered in high school, must be informed that admission to a public school is free and available to any resident under 21 years of age. The school district will determine how this notice is given.

C. Student Participation

1. The Commissioner of Education must create and publish a form for parents and guardians that:
 - a. explains the need for state academic standards;
 - b. identifies the state assessments that are aligned with state standards;
 - c. identifies the consequences, if any, the school or student may face if a student does not participate in state or locally required standardized assessments;
 - d. states that students who receive a college ready benchmark on the high school Minnesota Comprehensive Assessment are not required to take a remedial, noncredit course at a Minnesota state college or university in the corresponding subject area;
 - e. summarizes the provisions in Minn. Stat. § 120B.301(a) and (c); and
 - f. notifies a parent of the right to not have the parent's child participate in the state and locally required assessments and asks a parent that chooses to not have a child participate in the assessments the basis for the decision.

2. The school district must post the form created by the Commissioner on the school district website and include it in the school district's student handbook.

€ VI. RIGOROUS COURSE OF STUDY WAIVER

- A 1. Upon receiving a student's application signed by the student's parent or guardian, the school district must declare that a student meets or exceeds a specific academic standard required for graduation if the school board determines that the student:
 - 1 a. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or post-secondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;
 - 2 b. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or post-secondary education program if the student were required to achieve the academic standard to be waived; and
 - 3 e. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or post-secondary education program.
- B 2. The school board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard that the site requires for graduation under this section.
- C 3. A student who satisfactorily completes a post-secondary enrollment options course or program or an advanced placement or international baccalaureate course or program is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

VII. CAREER EXPLORATION ASSESSMENT

- A. Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota's postsecondary admissions requirements. Achievement and career and college readiness in mathematics, reading, and writing must also be assessed. When

administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their instruction, schools must ensure that the assessments are accessible to the students and students have the modifications and supports they need to sufficiently understand the assessments.

- B. On an annual basis, the school district must use the career exploration elements in these assessments, beginning no later than grade 9, to help students and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes, and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.

- C. All students, except those eligible for alternative assessments, will be encouraged to participate on a nationally normed college entrance exam in grade 11 or 12. A student under this paragraph who demonstrates attainment of required state academic standards on these assessments, which include career and college readiness benchmarks, is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.

To the extent state funding for college entrance exam fees is available, the school district will pay the cost, one time, for an interested student in grade 11 or 12, who is eligible for a free or reduced-priced meal, to take a nationally recognized college entrance exam before graduating. The school district may require a student who is not eligible for a free or reduced-priced meal to pay the cost of taking a nationally recognized college entrance exam. The school district will waive the cost for a student who is unable to pay.

- D. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.
- E. In developing, supporting, and improving students' academic readiness for a career or college, the school district must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of

knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without need for postsecondary remediation.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota’s Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.31 (System Accountability and Statistical Adjustments)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)

620 CREDIT FOR LEARNING

School Board Adopted: December 18, 2017

Board Revised: September 2019

[Note: School districts statutorily are required to provide students with credit for approved post-secondary courses, as set forth in Section V.; online learning courses, as set forth in Section VI.; and accelerated or advanced academic courses offered by a higher education institution or nonprofit public agency, as set forth in Section VII. Additionally, school districts are required by statute to identify whether the school district offers weighted grades and, if it does, identify the courses for which a student may earn a weighted grade (Section VIII). Optional provisions related to awarding credit to students transferring from out-of-state, private, or home schools and the issuance of student grades for purposes of awarding certain honors, as set forth in Section IV., are not required by statute. Therefore, the language contained in Section IV. is suggested language, and a school district may or may not include this section or may modify this section at its discretion.]

I. PURPOSE

The purpose of this policy is to recognize student achievement which occurs in Post-Secondary Enrollment Options and other advanced enrichment programs. The purpose of this policy also is to recognize student achievement which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. The purpose of this policy also is to address the transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, post-secondary or higher education institutions, other learning environments, and online courses and programs.

III. DEFINITIONS

- A. "Accredited school" means a school that is accredited by an accrediting agency, recognized according to Minn. Stat. § 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (MDE).
- B. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.
- C. "Commissioner" means the Commissioner of MDE.
- D. "Digital learning" is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- E. "Eligible institution" means a Minnesota public post-secondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by the North Central Association of Colleges and Schools, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.
- F. "Nonpublic school" is a private school or home school in which a child is provided instruction

in compliance with the Minnesota compulsory attendance laws.

- G. “Online learning” is a form of digital learning delivered by an approved online learning provider.
- H. “Online learning provider” is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- I. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools

- 1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school and/or PSEO, CIHS, or MN accredited online schools, upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
- 2. Credits and grades awarded from another Minnesota public secondary school and/or PSEO, CIHS, or MN accredited online schools, may be used to compute honor roll and/or class rank, if the student has earned at least 3 credits per year from the Bagley School District.

B. Transfer of Academic Requirements from Other Schools

- 1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or another State accredited nonpublic school, and/or college in another state including; PSEO, CIHS, and State accredited online schools, upon presentation of a certified transcript evidencing the course taken and the grade and credit awarded.
 - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
 - b. Commensurate credits and grades awarded from another State accredited nonpublic school, and/or public school, or college in another state including; PSEO, CIHS, and State accredited online schools, may be used to compute honor roll and/or class rank, if the student is on track to graduate from Bagley with at least 12 credits from the Bagley School District.
 - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district’s high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may

be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.

- d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.
2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
 - a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
 - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
 - c. In the event the content of a course taken at an non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.
 - d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
 - e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

V. POST-SECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a post-secondary enrollment options course or program under Minn. Stat. § 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the Minnesota Academic Standards content standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a post-secondary enrollment options course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
 1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the

grade and credit awarded.

2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.
 3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
 4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
 5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
 6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

VI. CREDIT FROM ONLINE LEARNING COURSES

- A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
- B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.
- C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section IV.A. above.

VII. ADVANCED ACADEMIC CREDIT

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education

institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.

- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

VIII. WEIGHTED GRADES

- A. The school district does not offer weighted grades.

IX. PROCESS FOR AWARDING CREDIT

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, online learning course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations for Minnesota’s Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.14 (Advanced Academic Credit)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
Minn. Stat. § 124D.095 (Online Learning Option)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 624 (Online Learning Options)

624 ONLINE LEARNING OPTIONS

Board Adopted: September 2019

[Note: The provisions of this policy substantially reflect the statutory requirements of Minn. Stat. § 124D.095, the Online Learning Option Act.]

I. PURPOSE

The purpose of this policy is to recognize and govern online learning options of students enrolled in the school district for purposes of compulsory attendance and address enrollment of students with an online learning provider for supplemental or full-time online learning.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not prohibit an enrolled student from applying to enroll in online learning.
- B. The school district shall grant academic credit for completing the requirements of an online learning course or program.
- C. The school district shall allow an online learning student to have the same access to the computer hardware and education software available in the school district as all other students in the school district. An online learning provider must assist an online learning student whose family qualifies for education tax credit to acquire computer hardware and educational software for online learning purposes.
- D. The school district shall continue to provide non-academic services to online learning students.
- E. Online learning students may participate in the extracurricular activities of the school district on the same basis as other enrolled students.

[Note: The school district may itself offer digital learning to its enrolled students. Such digital learning does not generate online learning funds. To the extent digital learning is offered by the school district only to its enrolled students, it is not subject to the Minnesota Department of Education (MDE) reporting or review requirements unless the school district is a full-time online learning provider. See Minn. Stat. § 124D.095, Subd. 4(d) and (e).]

To the extent the school district provides to resident students curriculum that has both physical and electronic components, the school district must make the electronic component accessible to a resident student in a home school at the request of the home-schooled student or student's parent or guardian, provided that the school district does not incur more than an incidental cost as a result of providing access electronically. See Minn. Stat. § 123B.42.]

III. DEFINITIONS

- A. "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of

instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.

- B. “Digital learning” is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.
- C. “Enrolling district” means the school district or charter school in which a student is enrolled under Minn. Stat. § 120A.22, Subd. 4, for purposes of compulsory education.
- D. “Full-time online learning provider” means an enrolling school authorized by the Minnesota Department of Education (MDE) to deliver comprehensive public education at any or all of the elementary, middle, or high school levels.
- E. “Online learning course syllabus” is a written document that an online learning provider transmits to the enrolling school district using a format prescribed by the Commissioner of MDE (Commissioner) to identify the state academic standards embedded in an online learning course, the course content outline, required course assessments, expectations for actual teacher contact time, and other student-to-teacher communications, and the academic support available to the online learning student.
- F. “Online learning” is a form of digital learning delivered by an approved online learning provider under Paragraph III.H.
- G. “Online learning student” is a student enrolled in an online learning course or program delivered by an authorized online learning provider.
- H. “Online learning provider” is a school district, an intermediate school district, or an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- I. “Student” is a Minnesota resident enrolled in a public school, a nonpublic school, church or religious organization, or home school in which a child is provided instruction in compliance with Minn. Stat. §§ 120A.22 and 120A.24.
- J. “Supplemental online learning” means an online learning course taken in place of a course period at a local district school.

IV. PROCEDURES

A. Dissemination and Receipt of Information

1. The school district shall make available information about online learning to all interested people. The school district may utilize the list of approved online

learning providers and online learning courses and programs developed, published, and maintained by MDE.

2. The school district will receive and maintain information provided to it by online learning providers.
3. The online learning provider must report or make available information on an individual student's progress and accumulated credit to the student, the student's parent, and the enrolling district in a manner specified by the Commissioner unless the enrolling district and the online learning provider agree to a different form of notice and notify the Commissioner.
4. The enrolling district must designate a contact person to help facilitate and monitor the student's academic progress and accumulated credits toward graduation.

B. Student Enrollment

1. A student may apply for full-time enrollment in an approved online learning program. The student must have the written consent of a parent or guardian to do so if the student is under eighteen (18) years of age.
2. The student and the student's parents must submit an application to the online learning provider and identify the student's reason for enrolling. An online learning provider that accepts a student under this section must notify the student and the enrolling district in writing within ten days if the enrolling district is not the online learning provider. The student and the student's parent must notify the online learning provider of the student's intent to enroll in online learning within ten days of being accepted, at which time the student and the student's parent must sign a statement indicating that they have reviewed the online course or program and understand the expectations of enrolling in online learning. The online learning provider must use a form provided by MDE to notify the enrolling district of the student's application to enroll in online learning.
3. The supplemental online learning notice to the enrolling district when a student applies to the online learning provider will include the courses or program, credits to be awarded, and the start date of the online learning course or program. An online learning provider must make available the supplemental online learning course syllabus to the enrolling district. Within 15 days after the online learning provider makes information in this paragraph available to the enrolling district, the enrolling district must notify the online learning provider whether the student, the student's parent, and the enrolling district agree or disagree that the course meets the enrolling district's graduation requirements. A student may enroll in a supplemental online learning course up to the midpoint of the school district's term. The school

district may waive this requirement for special circumstances with the agreement of the online learning provider.

4. An online learning course or program that meets or exceeds a graduation standard or the grade progression requirement of the enrolling district as described in the provider's online learning course syllabus meets the corresponding graduation requirements applicable to the student in the enrolling district. If the enrolling district does not agree that the course or program meets its graduation requirements, then the enrolling district must make available an explanation of its decision to the student, the student's parent, and the online learning provider; and the online learning provider may make available a response to the enrolling district, showing how the course or program meets the graduation requirements of the enrolling district.
5. An online learning student may enroll in supplemental online learning courses equal to a maximum of 50 percent of the student's full schedule of courses per term during a single school year, and the student may exceed the supplemental online learning registration limit if the enrolling district permits for supplemental online learning enrollment above the limit or if the enrolling district and the online learning provider agree to the instructional services. To enroll in more than 50 percent of the student's full schedule or courses per term in online learning, the student must qualify to exceed the supplemental online learning registration limit or apply to enroll in an approved full-time online learning program consistent with Paragraph IV.B.2. above. Full-time online learning students may enroll in classes at a local school under a contract for instructional services between the online learning provider and the school district.
6. An online learning student may complete course work at a grade level that is different from the student's current grade level.
7. An online learning student may enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.

C. Classroom Membership and Teacher Contact Time

1. The enrolling district may reduce an online learning student's regular classroom instructional membership in proportion to the student's membership in online learning courses.
2. The school district may reduce the course schedule of an online learning student in proportion to the number of online learning courses the student takes from an online learning provider other than the school district.

3. A teacher with a Minnesota license must assemble and deliver instruction to enrolled students receiving online learning from an enrolling district. The delivery of instruction occurs when the student interacts with the computer or the teacher and receives ongoing assistance and assessment of learning. The instruction may include curriculum developed by persons other than a teacher holding a Minnesota license.
4. The online learning provider, other than a digital learning provider offering digital learning to its enrolled students only under Minn. Stat. § 124D.095, Subd. 4(d), must give the Commissioner written assurance that all courses meet state academic standards and the online learning curriculum, instruction, and assessment expectations for actual teacher contact time or other student-teacher communications and academic support meet nationally recognized standards and are described as such in an online learning course syllabus that meets the Commissioner's requirements.

D. Academic Credit; Graduation Standards or Requirements

1. The school district shall apply the same graduation requirements to all students, including online learning students.
2. The school district shall use the same criteria for accepting online learning credits or courses as it does for accepting credits or courses for nonresident transfer students under Minnesota law.
3. The school district may challenge the validity of a course offered by an online learning provider. Such a challenge will be filed with MDE.
4. The school district shall count secondary credits granted to an online learning student toward its graduation and credit requirements.
5. If a student completes an online learning course or program that meets or exceeds a graduation standard or grade progression requirement at the school district, that standard or requirement will be met.
6. Weighted grades will also be applicable if the school district has adopted a policy to offer weighted grades.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 123B.42, Subd. 1 (Curriculum; Electronic Components)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)
Minn. Stat. § 124D.095 (Online Learning Option Act)

Cross References: MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)

MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 608 (Instructional Services – Special Education)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 620 (Credit for Learning)

713 STUDENT ACTIVITY ACCOUNTING

Board Adopted: September 2019

I. PURPOSE

The school board recognizes the need to provide alternative paths to learning, skill development for its students, and activities for student enjoyment. It also understands its commitment to and obligation for assuring maximum accountability for public funds and student activity funds. For these reasons, the school board will assume control over and/or oversee funds for student activities as set forth in this policy.

II. GENERAL STATEMENT OF POLICY

A. Curricular and Cocurricular Activities

The school board shall take charge of, control over, and account for all student activity funds that relate to curricular and cocurricular activities.

[Note: The school board is required by Minn. Stat. § 123B.49, Subd. 2, to take charge of and control over all cocurricular activities, including all money received for such activities.]

B. Extracurricular Activities

The school board shall take charge of and control over all student activity accounting that relates to extracurricular activities.

[Note: The school board is required by Minn. Stat. § 123B.49, Subd. 4, to take charge of and control over all extracurricular activities, including all money received for such activities.]

C. Non-Student Activities

In overseeing student activity accounts under this policy, the school board shall not maintain or account for funds generated by non-students including, but not limited to, convenience funds of staff members, booster club funds, parent-teacher organization or association funds, or funds donated to the school district for specified purposes other than student activities.

III. DEFINITIONS

A. Cocurricular Activity

A “cocurricular activity” means those portions of the school-sponsored and directed activities designed to provide opportunities for students to participate in such experiences on an individual basis or in groups, at school and at public events, for improvement of skills (i.e., interscholastic sports, band, etc.). Cocurricular activities are

not offered for school credit, cannot be counted toward graduation, and have *one or more* of the following characteristics:

1. They are conducted at regular and uniform times during school hours, or at times established by school authorities;
2. They are directed or supervised by instructional staff in a learning environment similar to that found in courses offered for credit; and
3. They are partially, primarily, or totally funded by public moneys for general instructional purposes under direction and control of the school board.

B. Curricular Activity

A “curricular activity” means those portions of the school program for which credit is granted, whether the activity is part of a required or elective program.

C. Extracurricular (Noncurricular/Supplementary) Activity

An “extracurricular (noncurricular/supplementary) activity” means all direct and personal services for students for their enjoyment that are managed and operated under the guidance of an adult or staff member. Extracurricular activities have *all* of the following characteristics:

1. They are not offered for school credit nor required for graduation;
2. They generally are conducted outside school hours or, if partly during school hours, at times agreed by the participants and approved by school authorities;
3. The content of the activities is determined primarily by the student participants under the guidance of a staff member or other adult.

D. Public Purpose Expenditure

A “public purpose expenditure” is one which benefits the community as a whole, is directly related to the functions of the school district, and does not have as its primary objective the benefit of private interest.

IV. **MANAGEMENT AND CONTROL OF ACTIVITY FUNDS**

A. Curricular and Cocurricular Activities

1. All money received on account of cocurricular activities shall be turned over to the treasurer, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.

2. The treasurer shall account for all revenues and expenditures related to curricular and cocurricular activities in accordance with the Uniform Financial Accounting and Reporting Standards (UFARS) and school district policies and procedures.

B. Extracurricular Activities

1. Any and all costs of extracurricular activities may be provided from school revenues.
2. All money received or expended for extracurricular activities shall be recorded in the same manner as other revenues and expenditures of the school district and shall be turned over to the treasurer, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.
3. The treasurer shall account for all revenues and expenditures related to extracurricular activities in accordance with UFARS and school district policies and procedures.
4. All student activity funds will be collected and expended:
 - a. in compliance with school district policies and procedures;
 - b. under the general direction of the principal and with the participation of students and faculty members who are responsible for generating the revenue;
 - c. in a manner which does not produce a deficit or an unreasonably large accumulation of money to a particular student activity fund;
 - d. for activities which directly benefit the majority of those students making the contributions in the year the contributions were made whenever possible; and
 - e. in a manner which meets a public purpose.
5. Activity accounts of a graduated class will be terminated prior to the start of the school year following graduation. Any residual money from a graduating class activity fund will remain in the general fund and may be used for any school district purpose. Prior to depositing such accounts, all donations or gifts accepted for the specific purpose of the student activity account shall be administered in accordance with the terms of the gift or donation and school district policy.

V. DEMONSTRATION OF ACCOUNTABILITY

A. Annual External Audit

The school board shall direct its independent certified public accountants to audit, examine, and report upon student activity accounts as part of its annual school district audit in accordance with state law.

B. Fundraiser Report

The administration will prepare a fundraising report semi-annually which will be reviewed by the school board in May and November. The report will list the activity, type of fundraisers, timing, purpose, and results.

[Note: The school board should conduct periodic reviews of student fundraising. The manner in which such reviews are conducted is in the discretion of the school board.]

Legal References: Minn. Stat. § 123B.02, Subd. 6 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.15, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 123B.35 (General Policy)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 123B.38 (Hearing)
Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)
Minn. Rules Part 3500.1050 (Definitions for Pupil Fees)
Visina v. Freeman, 252 Minn. 177, 89 N.W.2d 635 (1958)
Minn. Op. Atty. Gen. 159a-16 (May 10, 1966)

Cross References: Uniform Financial Accounting and Reporting Standards (UFARS)
MSBA/MASA Model Policy 510 (School Activities)
MSBA/MASA Model Policy 511 (Student Fundraising)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
MSBA/MASA Model Policy 706 (Acceptance of Gifts)

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

Board Adopted: September 2019

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.

B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment by conveying the property and title to:

1. another school district;

2. the state department of corrections;
3. the board of trustees of Minnesota State Colleges and Universities; or
4. the family of a student residing in the district whose total family income meets the federal definition of poverty.

Legal References:

Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise From Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)

Cross References:

MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

416 DRUG AND ALCOHOL TESTING

Board Adopted: January 5, 2015

Board Revised: ~~January 7, 2019~~ September 2019

[Note: Drug and Alcohol Testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Testing of other employees or testing of school bus drivers beyond that mandated by federal law is optional but can be done under state law only if a policy containing provisions such as the provisions of Part IV. of this policy are adopted. To preserve the right to request or require school district employees who are not bus drivers and applicants to undergo drug and/or alcohol testing or to require bus drivers to submit to testing that is not federally mandated, a school district should adopt Part IV. as part of its drug and alcohol testing policy.]

I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minn. Stat. §§ 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs which are not medically prescribed, including medical cannabis, regardless of whether it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs which are not medically prescribed are prohibited from entering or remaining on school district property.

- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. **FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

A. General Statement of Policy

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. "Commercial Motor Vehicle" (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. "Designated Employer Representative" (DER) means a designated school district representative, **in this case the Director of Transportation**, authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive

test results and other communications for the school district.

6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
8. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
9. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
10. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer’s instructions, in an observed collection, to raise the driver’s clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not

deemed to have refused to submit to testing.

11. "Safety-sensitive functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
12. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
13. "Stand Down" means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before the MRO completes the verification process.
14. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

[Note: The federal regulations require that school districts provide materials to bus drivers explaining the school district's policies and procedures and the federal requirements with respect to the mandatory drug and alcohol testing of bus drivers. 49 C.F.R. § 382.601. Almost all of the required information is contained within this model policy. Additional materials to be provided to employees are described in Paragraph 2. of this Section C.]

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. This statement

should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

[Note: The federal regulations require a school district to obtain a signed statement from each driver certifying that he or she has received a copy of these materials. 49 C.F.R. § 382.601(d). The original signed certificate must be maintained by the school district and a copy may be provided to the driver.]

D. Alcohol and Controlled Substances Testing Program Manager

[Note: School districts are required by the federal regulations to designate a person to answer driver questions about the policy and the education materials described in Section C. above and to notify the drivers of the designation. 49 C.F.R. § 382.601(b)(1).]

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

[Note: The specific prohibitions for drivers are contained, in large part, in 49 C.F.R. §§ 382.201-382.215.]

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 C.F.R. § 382.505.]

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and policy of the school district.

G. Prescription Drugs

A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.

H. Testing Requirements

1. Pre-Employment Testing

[Note: 49 C.F.R. § 382.301 details the requirements for pre-employment testing.]

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

[Note: A school district is permitted, but not required, to conduct pre-employment testing for the use of alcohol. If a school district elects to require pre-employment testing for alcohol, it should include the bracketed text in Subparagraph a., above, and test all applicants uniformly.]

- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. In order to be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

[Note: The federal regulations require school districts to inquire about, obtain, and review alcohol and controlled substances information from prior employers pursuant to a driver's written authorization, prior to the time a driver performs safety-sensitive functions, if feasible. 49 C.F.R. § 382.413 and 49 C.F.R. § 40.25. If not feasible, school districts must not permit the employee to perform safety-sensitive functions for more than thirty (30) days from the date a safety-sensitive function was performed unless the school districts make good faith efforts to obtain the information and to make a record of those efforts to be retained in the driver's qualification file.]

- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

2. Post-Accident Testing

[Note: 49 C.F.R. § 382.303 governs post-accident testing of drivers.]

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested **by an authorized BAT trained in using an EBT** for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

3. Random Testing

[Note: 49 C.F.R. § 382.305 governs random testing of drivers.]

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

[Note: The Federal Highway Administration (FHWA) lowered the random alcohol selection and testing rate from 25% of the average number of driver positions to 10% in 1998 and evaluates this minimum percentage each year. School districts can elect to stay at 25% (or a higher percentage) if they do not want to monitor the minimum annual percentage rate set by the FHWA. The random controlled substances selection and testing rate has remained at 50% each year and has not been lowered to 25% as is possible under the regulations.]

- b. The school district shall test for alcohol at a the annual percentage rate of 25% of the average number of driver positions, and for controlled

substances, including medical cannabis, at a minimum annual percentage of 50%.

- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

[Note: 49 C.F.R. § 382.307 governs reasonable suspicion testing of drivers.]

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty or within four (4) hours before coming on duty. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not

administering the test.

- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

[Note: 49 C.F.R. §§ 382.309, 40.23(d), and 40.305 govern return-to-duty testing.]

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances.

[Note: 49 C.F.R. §§ 382.311, 40.307, and 40.309 govern follow-up testing.]

6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Refusal to Submit and Attendant Consequences

[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 C.F.R. §§ 40.191, 40.261, and 382.211. They are more specifically addressed in 49 C.F.R. §§ 382.501-382.507 and in 49 U.S.C. § 521(b).]

- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
- b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 U.S.C. § 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive

duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

[Note: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 C.F.R. § 40.45.]

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-

two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor’s failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.
- g. If Driver is unavailable to test for a Random Drug and Alcohol Test as directed by the DER every effort must be made to have selected driver tested before testing an alternate driver.
- h. If DER is drawn for a Random Drug and Alcohol Test every effort must be made to administer the test the day of notification by an authorized BAT.

2. Alcohol Testing

[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 C.F.R. § 40.225]

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver’s or driver applicant’s expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

[Note: The limitation on discharge in Paragraph 2., below, is contained solely in Minnesota law. State law is preempted by federal laws and regulations as it relates to drivers of commercial motor vehicles (such as bus drivers). See Minn. Stat. § 221.031, Subd. 10. Nevertheless, school districts may decide to comply with the state law requirements for various reasons (such as to treat all school district employees equally since employees subject to testing only under state law are accorded these additional rights). Consultation with the school district’s legal counsel is recommended.]

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to

participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

- b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
- c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be **Medtox Laboratories, 402 W County Rd D, St. Paul, MN 55112**, which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

- 1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

[Note: The federal recordkeeping requirements for school districts are detailed in the federal regulations 49 C.F.R. §§ 382.401 et seq. and 40.331. The DOT publishes a guide to the recordkeeping requirements of mandatory drug and alcohol testing for persons with a commercial driver's license as part of its Alcohol & Drugs: DOT Compliance Manual.]

- 2. The required records shall be retained for the following minimum periods:

Basic records	5 years
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"Basic records" includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or

adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Collection records	2 years
Negative and cancelled drug tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

[Note: Subparagraphs b. and c., below, are based on the provisions of 49 C.F.R. § 40.289.]

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP’s evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

[Note: School districts are not required to comply with state law governing drug and alcohol testing when the individuals are subject to the federal laws and regulations (i.e., bus drivers). If a school district, after consultation with legal counsel, chooses to comply voluntarily with these requirements, Subparagraph b., above, can be modified as follows:

b. The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]

- c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minn. Stat. §§

181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of “other employees” covered by Section IV. of this policy.

[Note: When the testing of drivers complies with federal testing requirements and procedures, school districts clearly are exempt from the state drug and alcohol testing requirements in Minn. Stat. §§ 181.950-181.957. See Minn. Stat. § 221.031, Subd. 10. When testing beyond the federally mandated requirements, however, school districts still must comply with state law.]

- Legal References:**
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 - Minn. Stat. Ch. 43A (State Personnel Management)
 - Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
 - Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
 - Minn. Stat. § 152.32 (Protections for Registry Program Participation)
 - Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
 - Minn. Stat. § 221.031 (Motor Carrier Rules)
 - 49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
 - 49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
 - 49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
- Cross-References:**
- 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 417 (Chemical Use and Abuse)
 - MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

August 28, 2019 Negotiations School Accountant/Business Manager:

- Salary schedule will stay the same as 2017-2019 for year one. Year two increase will be 3 percent.
- District insurance/403b allowance will increase from \$7,900 to \$8,100 per year.
- Matching contribution to a District approved 403(b) plan maximum increased from \$1,750 to \$1,900 annually.
- Vacation schedule will remain the same as 2017-2019 School Accountant/Business Manager contract.
- Three (3) vacation days may be carried over to the following year.
- Current Business Manager will start at Step 3 year 2019-2020, and Step 4 2020-2021

August 21, 2019 Negotiations Coordinator of District Services/Administrative Assistant:

- Salary will be increased by 3% year one and 3% year two.
- District insurance/403b allowance will increase from \$7,900 to \$8,100 per year.
- Matching contribution to a District approved 403(b) plan maximum increased from \$1,750 to \$1,900 annually.
- Vacation schedule changed to the following: 14 days for 1-9 years of service, 17 days for 10-19 years of service, and 22 days per year for 20 or more years of service.
- Three (3) vacation days may be carried over to the next year.

August 21, 2019 Negotiations Payroll Clerk/HR:

- Salary will increase 3% year one and 3% year two.
- District contribution for insurance/403b allowance will increase from \$7,900 per year to \$8,100 per year.
- Maximum allowable matching 403 (b) contribution will increase from \$1,750 per year to \$1,900 per year.
- Vacation schedule changed to the following: 14 days for 1-9 years of service, 17 days for 10-19 years of service, and 22 days per year for 20 or more years of service.
- Three (3) vacation days may be carried over to the following year.

August 28, 2019 Negotiations Head of Buildings & Grounds and Head Custodian:

- Salary will be increased 2% year one and 2% year two.
- Addition of Step 6, with completion of boiler and freezer license.
- District contribution to health insurance will increase from \$500 per month to \$505 per month.
- Vacation schedule changed to from 12 to 13 days per year for 1-9 years of service, from 16 to 17 days per year for 10-19 years of service, and from 22 to 23 days per year for 20+ years of service.

INDEPENDENT SCHOOL DISTRICT #162

MASTER CONTRACT

~~2017~~ 2019 – ~~2019~~ 2021

MASTER CONTRACT ~~2017-2018~~ ~~2019-2020~~ **2020-2021**

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ARTICLE I. PURPOSE

This Agreement is entered into between Independent School District No. 162, Bagley, Minnesota, hereinafter referred to as the School District, and the Bagley Education Association, hereinafter referred to as the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for teachers during the duration of this Agreement.

Whereas the School District and the Association recognize and declare that providing a quality education for the children of the School District is their mutual aim and that the character of such education depends predominately upon the quality of the teacher service, and

whereas teachers are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

whereas the School District has a statutory obligation, pursuant to the P.E.L.R.A., to bargain with the Association the teachers' terms and conditions of employment, and

whereas all definitions, school district rights and teacher rights will be per the provision of M.S. 179 as amended, and

whereas the parties have reached certain understanding which they desire to confirm in this Agreement, in consideration of the preceding mutual covenant, the parties agree as follows:

ARTICLE II. NEGOTIATIONS

Section A. Representatives of the School District and the Association will meet upon written request by either party for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. All meetings between the parties will be regularly scheduled to take place as promptly as possible at a time mutually agreed upon. These meetings are not intended to bypass the grievance procedure.

Section B. Between the month of January ~~2019~~ 2021 and the following July 1st, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the succeeding two (2)-year period, provided that, if the Association is not then the exclusive representative, negotiations shall be undertaken between the School District and the then duly authorized exclusive representative.

Section C. Three (3) signed copies of the final Agreement shall be provided for the purpose of record one (1) retained by the School District, one (1) by the Association, and one (1) by the Superintendent.

ARTICLE III. GRIEVANCE PROCEDURE

Section A. A claim by a teacher or the Association that a violation, misinterpretation, or misapplication of any provision of this Agreement has occurred or any rule, order, or regulation of the School District has been violated may be processed as a grievance.

Section B. In the event that a teacher believes a basis for a grievance exists, the teacher shall first discuss the alleged grievance with the appropriate building principal, either personally or accompanied by an Association representative.

Section C. For the purpose of this article, “days” shall refer to working days. The term “working day” is defined as all week days not designated as holidays by state law or Saturdays and Sundays.

Section D. If, as a result of the informal discussion with the appropriate building principal, an alleged grievance still exists, the grievant may invoke the formal grievance procedure through the Association on the form set forth in APPENDIX A, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the appropriate building principal. Grievances shall not be valid for consideration unless they are submitted in writing within ten (10) days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. If the grievance involves more than one school building, it may be filed directly with the Superintendent.

Section E. Within five (5) days of receipt of the formal grievance, the appropriate building principal shall meet with the Association in an effort to resolve the grievance. The appropriate building principal shall indicate his/her disposition of the grievance, in writing within five (5) days of such meeting and shall furnish a copy to the Association.

Section F. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent within five (5) additional days. Within five (5) days, the Superintendent shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

Section G. If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the School Board by filing a written copy with the Clerk of the School Board within five (5) additional days. The School Board, within seven (7) days, shall meet with the Association on the grievance. Disposition of the grievance in writing by the School Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.

Section H. If the Association is not satisfied with the disposition of the grievance by the School Board or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the grievance shall be submitted to the Commissioner of the Minnesota Bureau of Mediation Services (BMS) in accordance with its rules which shall likewise govern the arbitrating proceeding. The School District and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that his/her award may be entered in any court of competent jurisdiction.

Section I. If any probationary teacher for whom a grievance is sustained shall be found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid that teacher; however, a probationary teacher involved in termination proceedings shall not have redress to this grievance procedure and shall be subject to the provisions of Minnesota Statute (M.S.) 122A.40.

Section J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the School District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section K. Notwithstanding the expiration of this Agreement, any claim or grievance arising during its term may be processed through the grievance procedure until resolution.

Section L. No reprisals of any kind will be taken by the School District against any teacher because of his or her participation in this grievance procedure.

ARTICLE IV. MAINTENANCE OF STANDARDS

Section A. All conditions of employment shall be maintained at not less than the standards in effect at the time this Agreement is fully ratified.

Section B. This Agreement shall constitute the full, complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written, signed amendments except as prohibited by law.

Section C. Any individual teaching contract between the School District and an individual teacher shall be in the form provided in APPENDIX B and shall be expressly made subject to and consistent with the terms of this Agreement. If an individual teaching contract contains any language in violation of this Agreement, this Agreement, during its duration, shall be controlling.

Every teacher shall sign at least one individual teaching contract in the form provided in APPENDIX B. An initial individual teaching contract between the School District and an individual teacher shall be in the form provided in APPENDIX B.

Section D. Union Dues Deductions

1. The Association shall submit dues check off authorizations to the School District. Such authorizations may be contained within a written membership application form, an online deduction authorization, or any other legally permissible means, but must be in writing. The authorizations must contain the employee's clear, unambiguous, knowing, voluntary, and affirmative consent to have dues withheld pursuant to the conditions and duration stated in the authorization.
2. The School District agrees to implement the terms of the dues check off authorizations submitted by the Association, provided that the authorization contains the employee's expressed consent as described in #1. The School District will adhere to the specific provisions in the authorization regarding the duration, renewal, timing, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization.
3. The Association will provide to the School District the current amount of regular dues to be withheld for each individual no later than October 15 of each school term. The School District will deduct 1/8 of dues each pay period beginning in October and ending in May, and will transmit the dues to the Association each pay period following the withholdings. For teachers employed after the beginning of the school term, or who authorize deductions after October 15 of each school term, the Association will notify the School District, no later than the 15th of each month, of the appropriately proportional

amount of dues to be deducted for each remaining pay period of the school term when dues will be deducted.

4. If a dispute occurs with an employee regarding a deduction based on the School District's adherence to the terms of a dues check off authorization provided by the Association, the Association will hold the School District harmless for the payment(s) made and will handle the dispute without cost to the School District. The Association agrees to promptly refund any dues found to have been improperly deducted and transmitted to the Union and to furnish the School District with a record of such refund.

Section D E. This Agreement shall supersede any rules, regulations, or practices of the School Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the School Board.

ARTICLE V. SALARIES

Section A. All basic salaries are set forth in APPENDIX C1 and APPENDIX C2 which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated period.

Section B. A teacher's annual salary shall be paid in nine (9) or twelve (12) equal payments at the option of the teacher and shall be payable on the last working day of each month. Teachers must notify the district office of their payment option choice before the first working day of the school year. ~~Teachers who wish to receive all summer checks at the end of the school year must make this request to the Superintendent in writing by January 15th. These payments will be made~~ For teachers opting for the twelve (12) equal payments, the three summer checks will be made in one lump sum check on the last contractual day of the school year and shall have the same proportional payroll withholding as the previous nine checks/payments. ~~when the teacher has completed all of his/her individual teaching contract obligations.~~

Section C. Salary schedule payments are based upon the school calendar.

Section D. Individual salary payments will be modified to reflect qualified lane changes up to two (2) times a year (by the first working day of the school year or the first working day of February) providing a transcript of qualified credits is submitted to the Superintendent's Office prior to these dates. If a transcript is not available by these dates, other satisfactory evidence of successful completion of the course will be accepted pending receipt of the official transcript.

Section E. Undergraduate level college credits shall not be used toward salary lane changes unless they meet one of the following criteria:

1. mutually agreed upon in writing by the School District and the Association,
2. credits that have been accepted by previous superintendents beginning with the 1983/84 school year.

Section F. Credits applied toward lane changes for teachers hired after June 1, 1985, shall be earned after those teachers have signed their initial individual teacher contracts. At the time of signing their initial individual teacher contracts, new teachers shall be notified in writing as to the number of their current credits that the School District will accept for future lane advancement. New teachers will also be notified of the definition of "qualified" pursuant to the Unrequested Leave of Absence Article XVI of this agreement.

Section G. Additional hours of credit must be pre-approved in writing by the Superintendent and in the teaching field in order to qualify for a lane change. APPENDIX F contains the “Course Pre-Approval Request Form.”

Section H. Credits meeting the above criteria may be applied toward lane changes regardless of the order or year in which they were acquired.

Section I. Teachers participating in a tax-sheltered annuity program will be allowed to enter or modify such a program effective the first (1st) of the month if appropriately notified by the fifteenth (15th) of the month or as determined by the district’s TSA vendor (CPI) provided all federal and state tax rules governing such programs allow.

ARTICLE VI. ITINERANT TEACHERS

Section A. Schedules of teachers who are assigned to more than one (1) school building shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

Section B. Teachers who are required to use their own vehicles during the school day shall be reimbursed for all scheduled travel at the rate presently in effect as determined by the Board of Education at the reorganization meeting.

Section C. The same allowance shall be given for use of personal vehicles for field trips or other business of the School District. The School District shall provide, as secondary insurer, liability insurance protection for teachers when their personal vehicles are used as provided in this section.

ARTICLE VII. PRIOR TEACHING EXPERIENCE

All teachers shall be given full credit on the salary schedule up to the ninth (9th) step for previous, K-12 teaching experience in a school that required a valid state teaching license and reflects M.S. 122A.40 minimum duration which is currently 120 days per year. No teacher with more than nine (9) years of teaching experience shall be hired at less than the ninth (9th) step. No teacher shall be hired above the step on the salary schedule that reflects his or her previous teaching experience. Previously accumulated unused leave days earned within the Bagley School District and that have not been paid out through severance, shall be restored to all returning teachers previously employed by the School District.

ARTICLE VIII. PROFESSIONAL BEHAVIOR

Section A. The School Board shall not discuss or act upon any allegation of misconduct, improper behavior, or other delinquency of a teacher until the allegation has been investigated by the School District and the School District has reported to the School Board the result of the investigation. The teacher and the Association shall be notified in writing at the time that the allegation is referred to the School District for investigation.

Section B. No formal disciplinary action shall be taken against a teacher without the teacher first being given the opportunity to be represented by the Association. The teacher may waive this representation in writing.

Section C. Any written materials inserted into personnel files will be signed by all parties involved. Such signatures shall not indicate either agreement or disagreement with the substance of the written material but mere acknowledgment of its existence.

Section D. All evaluations and files relating to an individual teacher and contained in that teacher's personnel file shall be available during regular School District business hours to that teacher upon his or her written request. The teacher shall have the right to reproduce any of the contents of the file and to submit for inclusion in the file written information in respect to any material contained in it.

ARTICLE IX. INSURANCE

Section A. The School District will contribute an amount in accordance with APPENDIX C1 or APPENDIX C2, "General Provision 1." for each participating teacher toward the cost of the following protection plans offered by the School District:

- 1) group hospitalization/medical protection plan,
- 2) group long-term disability insurance (LTD).

Section B. Group hospitalization/medical protection plan coverage shall be for a twelve (12) month period commencing September 1 and ending August 31 of each year.

Section C. The health reimbursement for active teachers is made available through the Minnesota Service Cooperatives "VEBA Plan and Trust" (the VEBA). This arrangement is intended to constitute a voluntary employee's beneficiary association under Section 501(c)(9) of the Internal Revenue Code. A detailed description of this arrangement is provided in the "VEBA Plan Summary."

Section D. The School District and the Association or their designated spokespersons will meet and confer as necessary to choose a mutually agreeable group hospitalization/medical protection plan toward which the contribution specified in Section A. above may be applied. The School District's premium contributions will be made only for those group hospitalization/medical protection plans mutually agreed upon.

Section E. When the total premium cost of group hospitalization/medical protection plans elected by a teacher exceeds the School District's contribution, the balance due shall be deducted from the salary of the teacher in equal monthly installments through established payroll deduction procedures.

When the total cost of group hospitalization/medical protection plans elected by a teacher is less than the School District's contribution, the balance shall revert to the School District.

Section F. In the event that a teacher absent because of illness or disability has exhausted accrued disability leave, the benefits described in the preceding sections shall continue throughout the balance of the school year in which such illness or injury occurred.

ARTICLE X. TEACHER WORK DAY

Section A. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave thirty (30) minutes after the close of the pupils' regular school day. Teachers will remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, except that, on Fridays or on days preceding holidays or vacations, teachers shall remain in the building until the busses have departed.

Section B. The weekly teaching load will not exceed fifteen hundred (1500) minutes of time assigned to directly teaching students. Assignment to a supervised study period(s) shall be considered minutes directly teaching students for the purposes of this article.

Section C. All teachers shall be entitled to duty-free, uninterrupted, thirty (30)-minute lunch. Teachers shall be accorded a daily, fifty (50)-minute minimum preparation/conference block of time. In the elementary school, preparation/conference time may be divided into no more than two (2) blocks of time.

ARTICLE XI. TEACHER ASSIGNMENTS AND QUALIFICATIONS

Section A. A teacher shall be assigned within the scope of his or her legal qualifications.

Section B. A teacher on continuous contract who requests in writing a notice of assignment and salary will receive such notice prior to August 1 of each duty year.

Section C. The School District will post all full-time vacancies internally and externally.

Section D. This article does not pertain to extra-curricular activities, co-curricular activities, or the like.

ARTICLE XII. PART-TIME TEACHERS

Teachers may be employed part-time according to the following agreements.

Section A. A teacher whose contractual day is two hundred (200) minutes (time assigned to directly teaching students and accorded preparation/conference time) or more of a work day as defined in ARTICLE X. for the full school term as defined in the current school calendar shall be considered a full-time teacher and shall receive any benefits available to a full-time teacher.

A teacher whose individual teaching contract, on a complete work day basis, totals one hundred (100) days or more shall also be considered a full-time teacher.

Section B. A teacher whose contractual day is less than two hundred (200) minutes (time assigned to directly teaching students and accorded preparation/conference time) or totals less than one hundred (100) days shall receive one-half (1/2) of fringe benefits, one-half (1/2) of disability leave and professional leave and one-half (1/2) of any other fringe benefits now available or that may be available to a full-time teacher.

Section C. The annual contract salary for a part-time teacher shall be determined by establishing the step and lane on the salary schedule at which the teacher would be paid on a full-time basis as stated in ARTICLE V. and ARTICLE VII. . Then, the following steps will be applied:

- 1) multiplying that figure by the fractional part of a work day for which the teacher is to be hired (example – for one hundred fifty (150) minutes of directly teaching students $(150 + (150/300 \times 50)/350 \times \$26,000$ (step 1, lane BA-0) = \$13,000), or
- 2) determining the daily rate of pay at that figure on the salary schedule and multiplying that rate by the number of contract days for which the teacher is to be hired (example – for eighty-eight (88) days of full-time employment $(\$26,000/177$ (total contract days) = \$146.89 and $\$146.89 \times 88 = \$12,936.32$).

Any teacher considered to be full-time as stated in Section A. above shall advance annually one (1) step on the salary schedule. Any teacher considered to be part-time as stated in Section B. above, shall advance on the salary schedule one (1) step every two (2) years of part-time teaching service.

Section D. A teacher whose contractual day is part-time shall be compensated for his/her preparation/conference time as follows: example, for one hundred fifty (150) minutes of directly teaching students $150/300 \times 50 =$ twenty-five (25) minutes of paid preparation/conference time.

ARTICLE XIII. DISABILITY LEAVE

Section A. A teacher shall earn disability leave at the rate of twelve (12) days for each year of teaching service to the School District. The annual disability leave allowance shall be recognized on the first teacher duty day of each year. This disability leave allows full pay for individual illness or disability, including illness or disability caused by pregnancy and childbirth.

Section B. Unused disability leave days may accumulate to a maximum of one hundred twenty (120) days per teacher. Disability leave with pay shall be allowed whenever a teacher's absence is found to have been due to illness and/or disability which prevented attendance at school and performance of duties on that day or days.

Section C. A teacher who is unable to teach because of serious personal illness or disability and who has exhausted all accumulated paid disability leave;

- 1) May be eligible to receive up to twelve (12) transferred disability leave days.
 - a. The school district will require the teacher to submit, prior to approval or disapproval, a district form, a medical certificate from a licensed physician verifying the serious nature of the illness or disability and the expected duration of the teacher's condition.
 - b. Transferred disability leave days cannot be used for conditions associated with normal pregnancy, child birth, or recovery periods.
 - c. Receiving teacher will pay all applicable payroll deductions, and will not earn or accrue any leave while using transferred disability leave.

Teachers with accumulated disability leave days may elect to transfer one (1) day per year, to another teacher of the same negotiating group who has an immediate medical need. Transferred days will be deducted from the total accumulated by the donor teacher. Transfer days must be approved in writing by the Superintendent. Teachers may use transferred disability leave days prior to applying for borrowed disability leave days.

- 2) May, with approval of the Superintendent, borrow future disability leave, not to exceed twelve (12) days. Borrowed disability leave used shall be deducted from the teacher's earned disability leave from the next contract year. In the event that the teacher does not continue employment for the next contract year, a deduction shall be made from the teacher's last payroll check for the borrowed disability leave days used at the teachers daily rate of pay.
- 3) Shall be granted additional leave of absence without pay for the duration of such illness or disability up to one (1) calendar year.

Section D. The School District may require a teacher who is absent at least three (3) consecutive days to furnish a report by a qualified medical doctor verifying said teacher's use of disability leave.

Section E. Disability leave allowed shall be deducted from the accrued disability leave days earned by the teacher.

Section F. Disability leave shall be allowed for death or illness in the family of the teacher or teacher's spouse according to the following:

- 1) Disability leave shall be allowed for death or illness of a spouse, parent, grandparent, child, or dependent.
- 2) Disability leave of up to five (5) days shall be allowed for death or illness of a brother, sister, aunt, uncle, or their spouse. Based on individual circumstances, additional days will be approved or disapproved by the Superintendent in writing on a case-by-case basis.
- 3) Due to individual circumstances, disability leave will be approved or disapproved by the Superintendent in writing on a case-by-case basis for death or illness of a family or non-family member not covered in 1) or 2) above.

Section G. A teacher injured or contracting an illness on the job in service to the School District and collecting workers' compensation insurance for such injury or illness may draw disability leave, and the School District shall pay to such teacher the difference between his/her salary and the salary benefits received from workers' compensation. Disability leave shall be subtracted and pro-rated in accordance with the ratio between the amount of payment received by the teacher from the School District and the payment received from workers' compensation. For example, if the School District pays one-half (1/2) of the teacher's daily salary and workers' compensation pays one-half (1/2), the School District will deduct one-half (1/2) a day of disability leave.

ARTICLE XIV. CHILD CARE LEAVE

Section A. The School District shall grant a child care leave without pay to any teacher, regardless of marital status, who requests such a leave for the purpose of providing parental care to his or her natural born or adopted child or children.

Section B. In the event of pregnancy, a teacher may either commence a pregnancy leave without pay prior to the onset of disability occasioned by childbirth, or the teacher may continue teaching until the onset of disability and thereafter commence a disability leave with pay pursuant to ARTICLE XIII.

- 1) If a pregnant teacher chooses to commence a pregnancy leave, she shall first submit a written application to the Superintendent at least five (5) weeks prior to beginning such leave. The application shall provide notice of the teacher's expected delivery date as determined by her attending physician. The pregnancy leave shall remain in effect from the date of commencement through the period of childbirth and recovery.
- 2) If a pregnant teacher chooses to continue teaching until the onset of disability occasioned by pregnancy and childbirth, she shall notify the Superintendent in writing at least five (5) weeks prior to the expected delivery date as determined by her attending physician. The teacher may utilize her accumulated disability leave through the period of pregnancy-related disability, childbirth, and recovery.

Section C. A teacher may take a child care leave of up to twelve (12) months by notifying the Superintendent in writing at least five (5) weeks prior to commencing the leave of the beginning date and length

of the leave. The date of return from the leave shall be determined by mutual agreement between the School Board and the teacher with consideration given to natural breaks in the school year. If the teacher initiates a pregnancy leave or a disability leave pursuant to Section B. above, she may elect to notify the Superintendent of her intent to take a child care leave at the time of notice of pregnancy leave or disability leave or any time thereafter but, in no event, later than four (4) weeks prior to the commencement of child care leave.

Section D. Child care leave may be extended or shortened only by mutual consent of the School Board and the teacher.

Section E. Upon return from child care leave, the teacher shall be reinstated to his or her original teaching position. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary, and fringe benefits which he or she had accumulated prior to taking the leave. A teacher on a child care leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay their portion of the premium for such programs that he or she wishes to retain, commencing with the beginning of the child care leave. The district will continue to pay the district portion of the premium up to twelve (12) weeks allowed by the Family Medical Leave Act.

Section F. Upon return from child care leave, the teacher will receive credit on the salary schedule and seniority list for a full year of teaching if he or she has taught two (2) or more quarters. An exception is that no teacher shall earn credit for two (2) full years while serving only one-half (1/2) of two (2) consecutive school years.

Section G. The applicable periods of probation for teachers as set forth in M.S. 122A.40 which currently requires probationary teachers to teach at least 120 days in a school year for that year to count towards achieving tenure.

ARTICLE XV. OTHER LEAVES OF ABSENCE

Section A. A sabbatical leave of absence without pay will be granted teachers who wish to do approved, accredited, advanced study provided they have taught in the School District for at least five (5) years.

Section B. A teacher, upon return from a sabbatical leave, shall be restored to his or her former position or to a position of like nature and status and shall be placed one (1) step above his/her position on the salary schedule when he/she took sabbatical leave. He/she shall maintain tenure, accrued disability leave, and all other accrued benefits provided in this Agreement.

Section C. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal, or in an arbitration, negotiation, mediation, or fact-finding proceeding shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

Section D. A leave of absence of up to four (4) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff or for public office. Upon return from such leave, such teachers shall maintain all seniority, salary, and fringe benefits which had accrued prior to the leave.

Section E. One (1) leave of absence of up to two (2) consecutive years, without pay, will be granted teachers provided they have taught in the School District for at least five (5) years and they make the request at least four (4) months prior to the beginning of the leave. Such leaves will commence at the beginning of the school year.

Section F. One (1) leave of absence of three (3) consecutive years, without pay, will be granted teachers provided they have taught in the School District for at least twenty (20) years. Eligible teachers must make the request at least four (4) months prior to the beginning of the leave. Such leaves will commence at the beginning of the school year. Leaves defined in Sections E. and F. may not be taken consecutively.

Section G. For purposes of this section, “paid personal leave” means that a teacher will receive full salary, and the School District will pay for the substitute teacher. All personal leave must be taken in full day or half day increments when “external substitute” teachers are utilized. Personal leave may be taken on a one (1) or two (2) hour basis when “internal substitute” teachers volunteer to cover teaching assignments at the current hourly rate of pay. Teacher preparation/conference time taken counts as personal leave. A teacher will be granted two (2) days of paid personal leave per year up to one (1) day may be banked for a total accumulation of three (3) paid personal days. Only full or half days may be banked at the end of the school year. All requests to leave the building during the duty day must be approved by the building principal or designee and recorded on a personal leave form or the staff check out list. If the staff check out list is used to record the time out of the building, it does not count as personal leave.

Section H. After a teacher has converted the maximum number of unused disability leave days to severance pay days, i.e. five (5) days per ARTICLE XVII, Section C., that teacher can convert additional disability leave days unused at the end of each school year into personal leave days for the following school year under the following conditions and circumstances.

- 1) The disability leave unused at the end of the school year is converted into personal leave at the rate of six (6) days of unused disability leave for each single day of personal leave. This leave does not accumulate and must be used the next school year.
- 2) Personal leave is obtained only in full-day increments, e.g.:
 - 1 – 5 disability leave days = 0 personal leave day,
 - 6 - 11 disability leave days = 1 personal leave day,
 - 12 disability leave days = 2 personal leave days.
- 3) The personal leave days acquired through this section and the discretionary personal leave days (Section I. below) and paid personal leave days provided for in Sections G. above cannot total more than five (5) days in one (1) school year.
- 4) A teacher using converted personal leave days will receive full salary, and the School District will pay for the substitute teacher.

Section I. “Discretionary personal leave” means that the teacher will receive full salary, and the teacher will pay for the substitute teacher. The teacher is entitled to up to three (3) discretionary days. The discretionary days and paid personal days cannot total more than five (5) in one (1) year. Discretionary days are not cumulative.

Section J. Other personal leave must be approved in writing by the Superintendent. The teacher will forfeit 178th of his/her base salary, and the School District will pay for the substitute teacher.

Section K. The Superintendent may choose not to grant more than nine (9) personal leave requests on a given day in either the high school or the elementary. If more than nine (9) requests are made, approval will be based upon seniority as per ARTICLE XVI.

Section L. Personal leave days need not be used consecutively.

Section M. Teachers will be reimbursed for unused, paid personal leave days at the end of the school year at the current substitute daily rate of pay for each unused personal leave day. Only full days or half days may be reimbursed at the end of the school year.

ARTICLE XVI. UNREQUESTED LEAVE OF ABSENCE (ULA)

Section A. The School Board may place teachers on ULA because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts.

Section B. For the purposes of this article, the terms defined below shall have the meanings ascribed to them.

- 1) "Qualified" shall mean a teacher who is licensed in the subject matter as established by the current seniority list and has taught in the subject matter in the School District within the past five (5) years, including the current school year. Teachers will also be qualified in those specific areas in which, in addition to being licensed, they have earned three (3) semester post-secondary credits in the immediately preceding five (5) school years, including the current school year, and have documented such credits with an official transcript on file in the Superintendent's office. These credits can be graduate or undergraduate credits in the specific area(s) of licensure. These credits must be pre-approved by the Superintendent in writing and can be credited toward a lane change.
- 2) "Seniority" means the number of years of continuous teaching service in the School District **from a teacher's first contractual workshop day of employment in the School District**. Teachers on authorized leave of absence shall retain the years of "seniority" they acquired before being placed on unrequested leave.

"Seniority" shall be further defined to include service for which a license was required excluding service as a coach or extra-curricular or co-curricular sponsor/advisor. Seniority shall be granted for long-term substitute teaching when such service is for a minimum of thirty (30) consecutive days in the same assignment and continues into regular employment.

Section C. The School District may place teachers on ULA, without pay or fringe benefits, for a period not to exceed five (5) years from the time such leave begins. Such leave shall be effective at the end of the teacher's current individual teaching contract.

- ~~1) Teachers to be placed on ULA shall receive a notification of proposed placement no later than May 1 of the school year after which the leave is to be immediately effective, and teachers shall have all notice and hearing rights as specified in M.S. 122A.40.~~

2) 1) Teachers will be placed on ULA in reverse order of seniority in the area(s) for which they are qualified.

2) A teacher who has acquired continuing contract rights must not be placed on unrequested leave of absence (ULA) while Tier 1-licensed, Tier 2- licensed, or probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed. Tier 3 and 4 continuing contract teachers shall be placed on unrequested leave of absence in inverse order of seniority, as calculated by the teacher's first contractual workshop day of employment in the School District.

- 3) Notwithstanding the provisions above, a teacher is not entitled to exercise any seniority when that exercise results in that teacher being retained by the district in a field for which the teacher holds only a provisional (out-of-field permission) license, as defined by the board of teaching, unless that exercise of seniority results in the placement on unrequested leave of absence of another teacher who also holds a provisional license (out-of-field permission) in the same field.
- ~~4) Teachers to be placed on ULA shall receive a notification of proposed placement no later than May 1 of the school year after which the leave is to be immediately effective, and teachers shall have all notice and hearing rights as specified in M.S. 122A.40.~~
- 5) Following school board action on discontinued positions and school board action proposing placement of teachers on unrequested leave of absence, each individual teacher proposed for placement on unrequested leave of absence shall receive notice of the proposed placement that:
- a) states the applicable grounds for the proposed placement;
 - b) provides notice to the teacher of his or her right to request a hearing on the proposed placement within 14 calendar days from the receipt of the notice; and
 - c) provides notice to the teacher that failure to request a hearing will be deemed acquiescence to the school board's proposed placement action.
- 6) If the teacher requests a hearing, teachers proposed for placement on unrequested leave of absence pursuant to school board action shall be entitled to a hearing and challenge the proposed placement pursuant to the grievance procedure as provided in this agreement commencing at the arbitration level.
- 7) Final school board action to place a teacher on unrequested leave of absence must take place prior to July 1. Final school board action must not occur before notice to the teacher as required above and acquiescence, or notice to the teacher as required above and the arbitrator decision.

Section D. In the event a reduction in the number of teachers affects teachers with identical seniority, then the teacher or teachers with fewer total years of full-time teaching in the School District shall be the one(s) selected to be placed on ULA. If, after the application of the above criteria, a tie still exists, the teacher or teachers to be placed on ULA shall be determined by Minnesota teacher's license number - those teachers holding licenses with the higher numbers to be placed on ULA first.

Section E. Any teacher placed on ULA may engage in teaching or any other employment during such leave period. Being placed on ULA will not result in loss of seniority accrued before such placement.

Section F. Teachers placed on unrequested leave of absence shall remain eligible for participation in the school district's group insurance programs at their own expense for the duration of their reinstatement period.

Section G. Nothing in this Article shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment benefits if otherwise eligible.

Section F.H. No new teachers shall be employed by the School District while any qualified teacher is on ULA. The district will not apply for a Tier 1 or Tier 2 teaching license for any individual while a teacher who has acquired continuing contract rights is on unrequested leave of absence unless the position has been offered to and rejected by the teacher on ULA. Teachers placed on ULA shall be reinstated to vacant positions in the

School District as such positions become available. The order of reinstatement shall be in reverse of the order in which teachers were placed on ULA.

- 1) When placed on ULA, a teacher shall file a name and address with the School District's personnel office. Notice of availability of position or reinstatement will be mailed to such address and the president of the Association. Proof of service by the appropriate person in the School District depositing such notice to the teacher by registered mail at the name and address on file shall be sufficient proof of notice. Failure of a notice to reach a teacher shall not be the responsibility of the School District if any notice has been mailed as provided. The teacher on ULA shall be responsible to provide a current address or arrange for the forwarding of mail.
- 2) If a position becomes available for a qualified teacher on ULA, the School District shall notify the appropriate teacher as stated above. The teacher so notified shall have ~~twenty five (25)~~ **twenty-one (21) calendar days** after the receipt of notification to accept reinstatement. The School District shall have the right to fill any position on a temporary basis pending completion of the reinstatement procedure.
- 3) A teacher who fails to respond to a notification of reinstatement within the ~~twenty five (25)~~ **twenty-one (21) calendar** days or who chooses not to accept the position so offered shall forfeit all claim to that position but shall retain position on any applicable seniority list. However, if notice of reinstatement is sent on or after July 15, the teacher so notified shall have the right to defer the effective date of return to actual service until the beginning of the next succeeding school year, if said teacher is currently employed on a contractual basis.
- 4) Reinstatement rights shall automatically cease five (5) years from the date of ULA, and no further rights of reinstatement or other benefits under this article shall exist.
- 5) A teacher who acquires additional licensure while on ULA shall not have bumping rights for those areas of additional licensure but shall be considered qualified for new positions created by the School District in those areas.
- 6) A teacher being recalled from ULA will be restored to full rights as provided by the Master Agreement.

Section ~~G~~ **I**. Each school year prior to January 1, the School Board shall cause a seniority list to be prepared containing names, areas of certification, amounts of seniority, total teaching years in the School District, and rank and shall post such list in an official place in each school building of the School District with a copy to be sent to the president of the Association. The order of names on such seniority list shall be subject to the grievance procedure, if the grievance procedure is initiated by February 15. Correctable errors in the seniority list will be rectified if mutually agreed upon before April 15. The chairperson of the "Teacher Rights Committee" and the Superintendent will meet no later than February 1 of each calendar year to discuss appropriate placement of teachers on the seniority list.

Section ~~H~~ **J**. Seniority of a part-time teacher shall accrue at the same rate as fringe benefits as stated in ARTICLE XII, Section B.

ARTICLE XVII. SEVERANCE PAY

Section A. "Eligible teachers" are defined as teachers who have completed at least twelve (12) years of at least half time continuous teaching service with the School District, including guidance and media specialists, and who have severed employment from the School District because of (a) the submission of a written

resignation accepted by the School Board, (b) passing away while employed by the School District as a teacher, or (c) being discharged for a continuing disability after a leave of absence pursuant to Minnesota law. Severance payments will be administered under the Master Agreement in place the final day that the teacher provides direct teaching service to the School District. Direct teaching service shall not include any extra-curricular activities, extended employment, or other extra duties. Severance pay under this article shall not be granted to a teacher who is discharged for reasons other than those listed above in this section or who has previously been paid severance pay by the School District.

Section B. Eligible teachers, upon severance of employment with the School District, shall receive as severance pay an amount representing fifty percent (50%) of their unused number of disability leave days multiplied by their daily rates of pay as established in Section C. below but not to exceed forty-five (45) days.

Eligible teachers shall also receive as severance pay one (1) day of pay, up to a maximum of five (5) days of pay, as established in Section C. below, for each eight (8) days of unused disability leave that are lost after July 1, 1989, pursuant to the maximum accumulation of disability leave defined in ARTICLE XIII, Section B.

Eligible teachers also shall receive as severance pay an amount representing five (5) days of pay, up to a maximum of sixty (60) days of pay, as established in Section C. below, for each year of service beyond twelve (12) years.

Section C. In applying the provisions of this article, a teacher's daily rate of pay shall be the basic daily rate of pay (per APPENDIX C) at the time of severance of employment or the basic daily rate of pay (per APPENDIX C) in the basic school year (Sept. 1-Aug. 30) in which the teacher reaches age fifty-five (55), whichever is least. The basic daily rate of pay shall not include any additional compensation for extra-curricular activities, extended employment, or other extra compensation.

Section D. Severance pay shall be paid by the School District ~~to~~ into Minnesota State Retirement System, health care savings plan, pursuant to M.S. 352.98 (MSRS HCSP) in sixty (60) equal, monthly installments over five (5) years. In the event the severance of employment is due to the teacher's death, the severance payment shall be paid to the teacher's beneficiary or estate in full. The payments will commence within sixty (60) days of the effective date of the teacher's severance of employment from the School District.

For teachers hired prior to September 1, 1995 (or those granted tenure by the School District prior to June 30, 1999), the School District will provide an annual contribution of \$400 to a teacher's MSRS HCSP no later than December 31. The cumulative contributions to each individual teacher shall be deducted from that teacher's severance payment established by other sections of this article.

Upon establishment of the rate of pay per Section C. above, advance payment(s) to the teacher's MSRS HCSP may be made at the sole discretion of the School District. The amount of advance payment(s), if any, shall be deducted from the total payment resulting from eligibility under this article.

Section E. Eligible teachers who qualify for severance pay pursuant to this article shall also receive a School District insurance premium contribution.

A maximum \$11,400 insurance contribution will be made to a teacher's MSRS HCSP upon severance. The former teacher will receive \$2,280 per year until he/she reaches the age of Medicare eligibility. The annual payment of \$2,280 will be made in the month of September and shall be pro-rated for the year in which the eligible teacher reaches the age of Medicare eligibility.

Section F. Any former teacher may remain in the School District's group insurance plans under the following conditions, pursuant to M.S. Section 471.61, Subd. 2b.:

- 1) he/she is receiving a disability benefit or annuity from a Minnesota public pension plan or has met age and service requirements necessary to receive an annuity from such a plan;
- 2) he/she has maintained continuous insurance coverage in the group;
- 3) he/she pays his/her own premiums to the District Office.

Section G. For teachers hired after September 1, 1995 (except those granted tenure by the School District prior to June 30, 1999), the School District will annually contribute matching 403(b) funds (administered by the district vendor CPI) for the 2002/2003 (and subsequent) contract year into an approved 403(b) plan in accordance with the following schedule:

<u>Years of Teaching Experience in the School District</u>	<u>Amount Contributed</u>
0-3	\$0,
4-9	\$400,
10-14	\$650,
15-19	\$1000,
20-24	\$1500,
25+	\$2000.

The School District's cumulative contribution into an individual teacher's 403(b) plan shall not exceed a maximum of \$30,000.

Eligible teachers hired after September 1, 1995 (except those granted tenure by the School District prior to June 30, 1999), are not eligible for severance benefits contained in other sections of this article but will receive one-half (1/2) of their unused sick leave at a daily rate of pay equal to the daily substitute teacher rate when severing employment with a minimum of twelve (12) years of teaching service.

The School District's only obligation is to provide the 403(b) or MSRS HCSP amounts as stated in this article, and the School District shall, therefore, be held forever harmless from any claims associated with 403(b) or MSRS HCSP participation or non-participation.

ARTICLE XVIII. SPECIAL AND STUDENT TEACHING ASSIGNMENTS

Section A. Assignments for the adult education (not to include community service), driver education, summer school programs, tutorial programs, and part-time special programs will be made by the School District on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the School District during the normal school year. These assignments shall not be obligatory but shall be with the consent of the teachers. Teachers shall be compensated for teaching in any of such programs at the hourly rate specified in APPENDIX C1 and APPENDIX C2, "General Provision 2."

Section B. The School District shall disclose the amount received from the post-secondary institution placing the student teachers in the School District. Monies made available to the School District by the placing post-secondary institution shall be submitted upon receipt to the Northwest Minnesota Foundation and designated for the "Bagley Area Scholarship Fund."

Section C. Compensation for non-teaching duties such as ticket-taking, game supervision, bus chaperoning, and dance chaperoning will be based upon the following schedule. Exceptions will include dance chaperones who are already compensated through the extra-curricular pay schedule and work at district or regional athletic events held locally:

Tournament (all day)	\$50.00,
Ticket takers/sellers	\$25.00,
Supervision	\$25.00,
Referee-“B” squad and Jr. high	\$30.00,
Time clock operator, bookkeeper and announcer (“A” and “B”)	\$30.00,
3 Hour dance chaperone(s)	\$50.00,
4 Hour dance chaperone(s)	\$70.00,
Bus chaperones - radius of forty-five (45) miles or less; radius of	\$25.00,
Over forty-five (45) miles	\$35.00,

Section D. Compensation for extra-curricular duties shall be in accordance with APPENDIX E-1 and E-2.

ARTICLE XIX. CLASS SIZE

Section A. The School Board and the Association agree that it is in the best interest of the student to set a class size limit. The determination of any individual class size limit shall include consideration of available monies and availability of facilities.

Section B. "Optimum," as used in this article, means the largest number of students in a given class required for the highest possible educational achievement of each student in that class but does not address a maximum or minimum number of students in a given class.

Section C. Optimum class sizes will be as follows:

Kindergarten	twenty (20) students,
1st grade	twenty (20) students,
2nd grade	twenty (20) students,
3rd grade	twenty (20) students.

Section D. Class size in any classroom shall be limited to provide a safe environment for the students in that given class.

This article does not interfere with the Districts right to establish class size and is not subject to grievance and arbitration under Article III.

ARTICLE XX. SCHOOL CALENDAR

Section A. Each upcoming school year calendar shall be set prior to April 1. Changes in the school year calendar may be made by the School District for cause. Such changes may not affect the beginning nor ending dates of the school year, nor may they affect a scheduled vacation day that immediately precedes or follows a national holiday, except by mutual consent.

Section B. The days in session for each school year shall be as follows:

Scheduled days of attendance:	178 days
Emergency days available:	three (3) days

Unused emergency days will be scheduled at the discretion of the School District. The last day of each school year will be utilized as a teacher work day. Students will not be in attendance on that day, nor will it be included as one (1) of the unused emergency days.

ARTICLE XXI. EARLY CHILDHOOD FAMILY EDUCATION (ECFE)/ SCHOOL READINESS (SR) TEACHERS

Section A. Statutory Considerations: Pursuant to M.S. 122A.26, an ECFE/SR teacher who teaches in an early childhood and family education/school readiness program which is offered through a community education program and which qualifies for community education aid must meet licensure requirements as a teacher. This licensure shall not be construed to bring an ECFE/SR teacher within the definition of a teacher for purposes of M.S.122A.40 (subdivision 2).

Section B. Probationary Period: The probationary period of ECFE/SR teachers shall be three (3) consecutive school years of service. Upon completion of the probationary period, an ECFE/SR teacher may be suspended or discharged only for just cause, and such ECFE/SR teacher shall have access to the grievance procedure.

Section C. Layoff and Recall: ECFE/SR teachers shall have a separate seniority list and shall have seniority rights only in the ECFE/SR program. An ECFE/SR teacher shall not have any rights to any other teaching position in the School District. ECFE/SR teachers shall be laid off and recalled within the order of seniority with other ECFE/SR teachers. Other teachers shall not have bumping rights or be involuntarily transferred into the ECFE/SR program.

Section D. Compensation: The salary of the ECFE/SR teachers shall be in accordance with Appendix C1 or Appendix C2. Such teachers who work less than half time shall be paid the equivalent hourly rate of BA Step 0. ECFE/SR teachers who have completed 5 years of teaching with the district shall receive an additional \$1.00 per hour. ECFE/SR teachers shall be entitled to an annual 403B match equivalent to traditional teachers (Article XVII. Severance Pay – Section H), one (1) personal day (teacher will receive full salary and the School District will pay for the substitute teacher), and six (6) disability leave days per year. Unused disability leave hours may accumulate to 60 days. The annual disability leave allowance shall be recognized on the first teacher duty day of each year. This disability leave allows full pay for individual illness or disability, including illness or disability caused by pregnancy and childbirth. (ECFE/SR teachers shall not receive any less benefits than they received 2012-2013.)

Section E. Hours of Service, Duty Day/Week/Year: The parties recognize that the employment of ECFE/SR teachers is unique and market driven. ECFE/SR teachers will have a work day and calendar year which is responsive to the community education program. This schedule may include evening, weekend, and summer hours both on and off site, as determined by the School District.

Section F. Prep Time: Part-time compensation for preparation/conference time is as follows: example, for one hundred fifty (150) minutes of directly teaching students $150/300 * 50 =$ twenty-five (25) minutes of paid preparation/conference time.

Section G. Child Care Leave: Will follow Family Medical Leave Act (FMLA) and may be extended only by mutual consent of the School Board and the teacher.

Section H. Applicable Sections of the Master Agreement:

ECFE/SR teachers shall be covered by the following sections of the Master Agreement:

Article I.	Purpose
Article II.	Negotiations
Article III.	Grievance Procedure
Article IV.	Maintenance of Standards
Article VI.	Itinerant Teachers
Article VIII.	Professional Behavior
Article IX.	Insurance (half time and more)
Article XI.	Teacher Assignments and Qualifications
Article XIII.	Disability Leave (Sections that apply are D,E,F,G)
Article XVI.	Unrequested Leave of Absence (A,B2,C,D,E,F, G, F-H (only within ECFE/SR), G I)
Article XXII.	Duration
Article XXIII.	Document Authorization

Section I. All licensed ECFE/SR teacher(s), half-time or greater equivalent employment.

- 1.) All ECFE/SR teachers shall be given full credit on the salary schedule, up to the ninth (9th) step for previous ECFE/SR teaching experience that required a valid state teaching license and reflects M.S. 122A.40 minimum duration which is currently 120 days per year.
- 2.) Have 178 duty days from July 1 to June 30 of each school year.
- 3.) Have a regular work day of 8:00 a.m. to 3:30 p.m. on Monday through Thursday and 8:00 a.m. to 11:30 a.m. on Fridays, when school is in session. Monday through Thursdays will include the daily teaching of 300 minutes, a duty free 30-minute lunch and 50 minutes of preparation time. Friday will include the teaching of 150 minutes, and 25 minutes of preparation time.
- 4.) The time after 11:30 a.m. Fridays will be flexible time. This time will be used for coordinator duties or banked for use when there are activities, including evenings and Saturdays when there are events or programs related to the ECFE/SR Program after the 3:30 p.m. work day or during the time when school is not in session (June, July & August). This “flexible” time will be coordinated with the Community Education Director.
- 5.) Be entitled to the benefits and rights of other half-time or greater equivalent teachers.

ARTICLE XXII. DURATION

This Agreement shall be effective upon the date of its full ratification, and shall continue in effect until June 30, 2019 2021. If a new Agreement has not been duly entered into prior to June 30, 2019 2021, the terms of this Agreement shall continue in full force and effect until such new Agreement is fully ratified, which shall then be fully retroactive to July 1, 2017 2019.

ARTICLE XXIII. DOCUMENT AUTHORIZATION

In witness whereof, the parties hereto have executed the Agreement as follows:

The Association:

The School District:

by _____
President

by _____
School Board Chair

by _____
Chief Negotiator

by _____
School Board Clerk

Dated this _____ day of _____, 20____

Dated this _____ day of _____, 20____

This contract should not be used for student teachers, interns, or substitute teachers.

Appendix B

TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOL DISTRICTS

The School Board of Independent School District No. _____ of the State of Minnesota, _____, Minnesota, enters into this agreement, pursuant to M.S. 125.12 as amended, with _____ a legally (Name of Teacher) qualified and licensed teacher who agrees to teach in the public schools of said district as _____ (Insert General Assignment) _____ for the school year 20 _____ to 20 _____

The following provisions shall apply and are a part of this contract:

- 1. Basic Services: Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach in the schools of said district as assigned in such grades or subjects for which the teacher has the necessary license.
2. Duration: This contract is subject to the provisions of M.S. 125.12 as amended and to all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 125.12.
3. Duty Year. The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.
4. Additional Services: The school board, or its designated representative, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board, or its designated representative, may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.
5. Reference: This contract shall be subject to the agreement between the school district and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act as amended.
6. Special Provisions: (Insert here any other contractual provisions).

In addition, said teacher agrees to perform the following additional services for the additional salary indicated.

Table with 2 columns: Additional Service, Additional Compensation. Rows 1, 2, 3 with blank lines for input.

7. In Consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ _____ For basic services
\$ _____ For additional services as set forth in paragraph 6
\$ _____ Total salary, exclusive of fringe benefits

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board in appropriate action, recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF I have subscribed my signature this _____ day of _____, 20 ____
Teacher _____

IN WITNESS THEREOF we have subscribed our signatures this _____ day of _____, 20 ____

INDEPENDENT SCHOOL DISTRICT NO. _____

WHITE - Board's Copy
GREEN - Teacher's Copy

Chairman _____
Clerk _____

APPENDIX C1

2017 2019 -2018 2020 SALARY SCHEDULE

Sem. Hr. Lane>	BA	BA+10	BA+20	BA+30	BA+40/MA	BA+50/ MA+10	MA+20
0	37,678	38,432	39,395	40,576	42,605	44,734	46,971
	39,200	39,985	40,986	42,215	44,325	46,541	48,868
1	38,557	39,328	40,310	41,589	43,736	45,925	48,220
	40,115	40,917	41,938	43,269	45,503	47,780	50,168
2	39,454	40,244	41,250	42,628	44,900	47,146	49,502
	41,047	41,870	42,917	44,350	46,713	49,051	51,502
3	40,374	41,180	42,211	43,696	46,095	48,400	50,820
	42,005	42,844	43,916	45,461	47,957	50,355	52,873
4	41,315	42,140	43,194	44,786	47,321	49,687	52,170
	42,983	43,842	44,939	46,595	49,233	51,694	54,278
5	42,278	43,124	44,200	45,907	48,579	51,008	53,558
	43,986	44,866	45,986	47,760	50,541	53,069	55,721
6	43,263	44,129	45,231	47,054	49,872	52,365	54,984
	45,011	45,912	47,058	48,955	51,886	54,480	57,205
7	44,271	45,156	46,286	48,230	51,200	53,759	56,447
	46,060	46,980	48,156	50,178	53,268	55,930	58,727
8	45,302	46,209	47,364	49,436	52,560	55,188	57,948
	47,132	48,075	49,277	51,434	54,684	57,418	60,288
9	46,507	47,438	48,624	50,920	54,137	57,027	59,879
	48,385	49,354	50,588	52,976	56,324	59,330	62,297
10	47,745	48,701	49,917	52,447	55,760	58,925	61,871
	49,673	50,667	51,933	54,565	58,013	61,305	64,370
11	49,013	49,995	51,244	54,021	57,435	60,888	63,932
	50,993	52,015	53,314	56,204	59,755	63,348	66,514
12	53,391	54,460	55,821	58,846	62,564	66,328	69,644
	55,548	56,659	58,076	61,223	65,092	69,007	72,457

General Provisions:

1. The School District will pay-hospitalization/medical protection insurance and LTD insurance for each-teacher who qualifies and is enrolled in the School District's group insurance plans an amount not to exceed the following: ~~\$600~~ \$660 per month per single policy or ~~\$900~~ \$1,035 per month per family policy toward the premiums.
2. Instructional service that is not a part of the regular or extra-curricular assignment i.e. – "Title I Instruction" of three (3) hours or less per day, summer school, adult education (not to include community service/education) driver education, grant-sustained programs, assigned supervision of the gymnasium outside of the pupils' regular school day, alternative education, etc. will be paid for at ~~\$27.25~~ \$27.75 per hour.
3. The annual sick leave allowance is twelve (12) days, accumulative to 120 days. A report from a qualified doctor may be requested for sick leave of three (3) or more consecutive days.
4. The School Board reserves the right to withhold an increment from a teacher who is evaluated as unsatisfactory in performance and to award merit pay to a teacher for outstanding work.
5. Pay for extra-curricular assignments is in addition to the basic salary schedule.
6. The "BA+75 quarter hour (or BA 50 semester hour) lane" (equivalent to "MA+15 quarter hour (or 10 semester hour)") is effective beginning July 1, 1987. No bachelor's lane beyond the "BA+75 quarter hour (or BA 50 semester hours)" will exist.

APPENDIX C2

2018 2020 -2019 2021 SALARY SCHEDULE

Sem. Hr. Lane>	BA	BA+10	BA+20	BA+30	BA+40/MA	BA+50/ MA+10	MA+20
0	38,526	39,297	40,281	41,489	43,563	45,741	48,028
	40,082	40,884	41,908	43,165	45,323	47,589	49,968
1	39,425	40,213	41,217	42,525	44,720	46,958	49,305
	41,018	41,837	42,882	44,243	46,526	48,855	51,297
2	40,341	41,150	42,179	43,587	45,910	48,207	50,616
	41,971	42,812	43,883	45,348	47,764	50,154	52,661
3	41,283	42,107	43,161	44,679	47,132	49,489	51,964
	42,951	43,808	44,904	46,484	49,036	51,488	54,063
4	42,244	43,088	44,166	45,794	48,386	50,805	53,344
	43,950	44,828	45,950	47,644	50,340	52,857	55,499
5	43,229	44,094	45,195	46,939	49,672	52,156	54,763
	44,975	45,875	47,021	48,835	51,678	54,263	56,975
6	44,237	45,122	46,249	48,113	50,994	53,543	56,221
	46,024	46,945	48,117	50,056	53,054	55,706	58,492
7	45,268	46,172	47,328	49,315	52,352	54,968	57,717
	47,097	48,037	49,240	51,307	54,467	57,188	60,048
8	46,321	47,248	48,429	50,549	53,743	56,430	59,251
	48,192	49,157	50,385	52,591	55,914	58,709	61,644
9	47,553	48,505	49,718	52,065	55,355	58,310	61,226
	49,474	50,464	51,726	54,168	57,591	60,665	63,699
10	48,819	49,796	51,040	53,627	57,015	60,251	63,263
	50,791	51,807	53,102	55,793	59,318	62,685	65,818
11	50,116	51,120	52,397	55,237	58,727	62,258	65,370
	52,140	53,185	54,514	57,468	61,099	64,773	68,011
12	54,593	55,685	57,077	60,170	63,972	67,820	71,211
	56,798	57,934	59,383	62,600	66,556	70,560	74,087

General Provisions:

1. The School District will pay hospitalization/medical protection insurance and LTD insurance for each teacher who qualifies and is enrolled in the School District's group insurance plans an amount not to exceed the following: ~~\$650~~ \$695 per month per single policy or ~~\$1,000~~ \$1,070 per month per family policy toward the premiums.
2. Instructional service that is not a part of the regular or extra-curricular assignment i.e. – "Title I Instruction" of three (3) hours or less per day, summer school, adult education (not to include community service/education) driver education, grant-sustained programs, assigned supervision of the gymnasium outside of the pupils' regular school day, alternative education, etc. will be paid for at ~~\$27.50~~ \$28.00 per hour.
3. The annual sick leave allowance is 12 days, accumulative to 120 days. A report from a qualified doctor may be requested for sick leave of 3 or more consecutive days.
4. The Board of Education reserves the right to withhold an increment from a teacher who is evaluated as unsatisfactory in performance and to award merit pay to a teacher for outstanding work.
5. The schedule of extra pay for extra-curricular assignments is in addition to the basic salary schedule.

- 6. The “BA+75 quarter hour (or BA 50 semester hour) lane” (equivalent to “MA+15 quarter hour (or 10 semester hour)”) is effective beginning July 1, 1987. No bachelor’s lane beyond the “BA+75 quarter hour (or BA 50 semester hours)” will exist.

APPENDIX D

NOTICE OF ASSIGNMENT AND SALARY FOR SCHOOL YEAR: _____

Teacher: _____

General Assignment: _____

Salary: _____ Lane: _____ Step: _____

Additional Services: _____

Salary: _____

Accumulated Sick Leave as of the First Day of this Duty Year: _____

APPENDIX E-1
~~2017-2018~~ 2019-2020 EXTRA-CURRICULAR SALARY SCHEDULE

<p>LEVEL I - A Step 1 \$4,432 \$4521 Step 2 \$4,974 \$5074</p> <p>Head Football Head Volleyball Head Dance Team Head Softball Head Baseball Head Basketball Head Hockey Head Cross Country Head Golf Head Track Media Club Advisor</p> <p>LEVEL I - B Step 1 \$3,172 \$3,236 Step 2 \$3,546 \$3,617</p> <p>Annual Advisor Three Act Play Director Musical Director Speech Director</p>	<p>LEVEL II Step 1 \$3,068 \$3130 Step 2 \$3,442 \$3511</p> <p>Asst/JV Football Asst/JV Volleyball Asst/JV Hockey Asst/JV Basketball Asst/JV Dance Team Asst/JV Baseball Asst/JV Softball Asst Golf Asst/JV Track</p>	<p>LEVEL III Step 1 \$2,726 \$2781 Step 2 \$3,059 \$3121</p> <p>C Squad Football C Squad Basketball C Squad Volleyball C Squad Track Student Council Cheerleader Advisor Messenger Advisor</p>	<p>LEVEL IV Step 1 \$2,387 \$2435 Step 2 \$2,679 \$2733</p> <p>Jr. High Football Jr. High Volleyball Jr. High Basketball Jr. High Dance Team Jr. High Baseball Jr. High Softball Jr. High Track AV Director, Elementary AV Director, High School Band, Elementary Lessons Band, Summer Program One Act Play Director</p>
<p>LEVEL V Step 1 \$2,045 \$2086 Step 2 \$2,295 \$2341</p> <p>Jr. High Drama Club Director Musical, Orchestra Director One-Act-Play-Director Junior Class Advisor Pep Band Director</p>	<p>LEVEL VI Step 1 \$1,568 \$1599 Step 2 \$1,759 \$1795</p> <p>Musical, Sets Supervision Science Fair Director Senior Class Advisor Knowledge Bowl Advisor Musical, Staging & Choreography S.A.D.D. Advisor Speech Assistant (up to 2 with approval) Three-Act Play Assistant Jazz Choir History Day Advisor Robotics Advisor</p>	<p>LEVEL VII Step 1 \$1,023 \$1043 Step 2 \$1,147 \$1170</p> <p>Jr. High Math Club Advisor Sophomore Class Advisor Art Club Advisor Auto Club Advisor Drama Club Advisor F.L.A. Advisor Photography Club Advisor Senior High Math Club Advisor Anishinaabe Advisor Elementary Annual Advisor Robotics Assistant Elem./Mid. School Robotics Advisor</p>	<p>LEVEL VIII Step 1 \$513 \$523 Step 2 \$576 \$588</p> <p>National Honor Society Elem. Student Ambassadors (up to 3 with Approval) Orienteering Advisor Science Fair Assistant - Elem. Science Fair Assistant - H.S. School Forest Coordinator</p> <p>LEVEL IX Step 1 \$100 Step 2 \$150 7th Grade Advisor 8th Grade Advisor 9th Grade Advisor</p>

Provision A: Step Advancement

1) Any person who has advised any of the non-coaching activities listed above at Bagley School and who is in at least his or her 5th consecutive year of advising (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the non-coaching activities, he or she will remain at Step 2 regardless if there is a break in advising as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to this agreement will return to Step 2 at the start of the 2015-2016 school year. Experience in advising does not count towards experience in coaching.

2) Any person who has coached any of the sports activities listed above on any level at Bagley School and who is in at least his or her 5th consecutive year of coaching (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the sports activities, he or she will remain at Step 2 regardless if there is a break in coaching as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to this agreement will return to Step 2 at the start of the 2015-2016 school year. Experience in coaching does not count towards experience in advising.

Provision B: Post Season Pay

-Varsity head and assistant coaches or advisors whose team advances to the section semi-finals (final four) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

-Varsity head and assistant coaches or advisors whose team advances to State competition will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

-Varsity head and assistant coaches or advisors whose individuals advance from a qualifying event to a Section final will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

- Varsity head and assistant coaches or advisors whose individuals advance to State competition (after a qualifying event to get to a sectional final) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

- Varsity head and assistant coaches or advisors whose individuals advance to State competition (after a qualifying event to get to a sectional final) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

APPENDIX E-2
~~2018-2019~~ 2020-2021 EXTRA-CURRICULAR SALARY SCHEDULE

<p>LEVEL I - A Step 1 \$4,476 \$4566 Step 2 \$5,024 \$5125</p> <p>Head Football Head Volleyball Head Dance Team Head Softball Head Baseball Head Basketball Head Hockey Head Cross Country Head Golf Head Track Media Club Advisor</p> <p>LEVEL I - B Step 1 \$3,204 \$3,268 Step 2 \$3,584 \$3,653</p> <p>Annual Advisor Three Act Play Director Musical Director Speech Director</p>	<p>LEVEL II Step 1 \$3,099 \$3161 Step 2 \$3,476 \$3546</p> <p>Asst/JV Football Asst/JV Volleyball Asst/JV Hockey Asst/JV Basketball Asst/JV Dance Team Asst/JV Baseball Asst/JV Softball Asst Golf Asst/JV Track</p>	<p>LEVEL III Step 1 \$2,753 \$2809 Step 2 \$3,090 \$3152</p> <p>C Squad Football C Squad Basketball C Squad Volleyball C Squad Track Student Council Cheerleader Advisor Messenger Advisor</p>	<p>LEVEL IV Step 1 \$2,411 \$2459 Step 2 \$2,706 \$2760</p> <p>Jr. High Football Jr. High Volleyball Jr. High Basketball Jr. High Dance Team Jr. High Baseball Jr. High Softball Jr. High Track AV Director, Elementary AV Director, High School Band, Elementary Lessons Band, Summer Program One Act Play Director</p>
<p>LEVEL V Step 1 \$2,065 \$2107 Step 2 \$2,348 \$2365</p> <p>Jr. High Drama Club Director Musical, Orchestra Director One Act Play Director Junior Class Advisor Pep Band Director</p>	<p>LEVEL VI Step 1 \$1,583 \$1615 Step 2 \$1,777 \$1813</p> <p>Musical, Sets Supervision Science Fair Director Senior Class Advisor Knowledge Bowl Advisor Musical, Staging & Choreography S.A.D.D. Advisor Speech Assistant (up to 2 with approval) Three-Act Play Assistant Jazz Choir History Day Advisor Robotics Advisor</p>	<p>LEVEL VII Step 1 \$1,033 \$1054 Step 2 \$1,158 \$1181</p> <p>Jr. High Math Club Advisor Sophomore Class Advisor Art Club Advisor Auto Club Advisor Drama Club Advisor F.L.A. Advisor Photography Club Advisor Senior High Math Club Advisor Anishinaabe Advisor Elementary Annual Advisor Robotics Assistant Elem./Mid. School Robotics Advisor</p>	<p>LEVEL VIII Step 1 \$548 \$528 Step 2 \$582 \$594</p> <p>National Honor Society Elem. Student Ambassadors (up to 3 with Approval) Orienteering Advisor Science Fair Assistant - Elem. Science Fair Assistant - H.S. School Forest Coordinator</p> <p>LEVEL IX Step 1 \$100 \$101 Step 2 \$150 \$152 7th Grade Advisor 8th Grade Advisor 9th Grade Advisor</p>

Provision A: Step Advancement

1) Any person who has advised any of the non-coaching activities listed above at Bagley School and who is in at least his or her 5th consecutive year of advising (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the non-coaching activities, he or she will remain at Step 2 regardless if there is a break in advising as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to the 2015-2016 school year will return to Step 2. Experience in advising does not count towards experience in coaching.

2) Any person who has coached any of the sports activities listed above on any level at Bagley School and who is in at least his or her 5th consecutive year of coaching (and for any year thereafter) will be paid on Step 2. A leave of absence for unforeseen circumstances may be requested. Once a person reaches Step 2 for any of the sports activities, he or she will remain at Step 2 regardless if there is a break in coaching as long as they do not leave employment with the School District. Those who have previously established Step 2 prior to the 2015-2016 school year will return to Step 2. Experience in coaching does not count towards experience in advising.

Provision B: Post Season Pay

-Varsity head and assistant coaches or advisors whose team advances to the section semi-finals (final four) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

-Varsity head and assistant coaches or advisors whose team advances to State competition will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

-Varsity head and assistant coaches or advisors whose individuals advance from a qualifying event to a Section final will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

- Varsity head and assistant coaches or advisors whose individuals advance to State competition (after a qualifying event to get to a sectional final) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

- Varsity head and assistant coaches or advisors whose individuals advance to State competition (without a qualifying event to get to a sectional final) will add an additional \$170 for Step 1 or \$190 for Step 2 to their final salary.

APPENDIX F

COURSE PRE-APPROVAL REQUEST FORM

Name _____ Date _____, 20_____

Current Teaching Assignment and Grade Level: _____

Present Lane on the Salary Schedule: Check one of the following:
(sem. hr.) ___BA ___BA+10 ___BA+20 ___BA+30 ___BA+40 or MA ___BA+50 or MA+10 ___MA+20
Check one of the following:

- ___ A. Pre-approval requested for salary schedule advancement only.
- ___ B. Pre-approval requested only to qualify in an area for which I am licensed but not presently teaching.
The specific area for which this request is submitted: _____
- ___ C. Pre-approval requested for both salary schedule advancement and to qualify in an area for which I am licensed but not presently teaching. The specific area for which this request is submitted: _____

COURSE INFORMATION:

College or University: _____

Location: _____ First day of class: _____

Dept. Name	Course Number	Course Title	Semester Hrs.
------------	---------------	--------------	---------------

Description of the course as contained in catalog: _____

How will this course contribute to your improvement as a teacher and in the teaching field? (Attach additional sheets if necessary) _____

ATTACH A COPY OF YOUR CURRENT TEACHING LICENSE AND PRINT OUT OF THE COURSE DESCRIPTION TO THIS REQUEST.

DISTRICT OFFICE USE ONLY	
Request is _____ Approved	_____ Disapproved
If disapproved, reason _____	
Date: _____ Signature: _____	