

John Bergs
Activities Director
Margot Hansen
Director of Teaching & Learning
Jeff Heine
Buildings & Grounds Director



Chuck Keller
Business Director
Angie Kahle
Student Support Services Director
Dorothy Koller
Community Education Director

REGULAR BOARD MEETING

District Office, 130 South Willow Street, Belle Plaine, MN 56011
6:00 PM Monday, October 16, 2017

Our mission is to pursue excellence in academics, programming, and the social and emotional development of our students. Fostering a culture of kindness, inclusion, and pride in ourselves, our school, and our community.

1. Call to Order:

Time: _____

2. Acknowledgment of Visitors and Special Presentations:

3. Other Items as Brought Before the Board & Consideration of Agenda:

4. Consensus Items:

Chair Gardner

1. Previous Board Meeting Minutes:

3

2. Approve Monthly Expenditures:

7

3. Personnel:

4. Student Enrollments:

5. Donations:

21

5. Discussion Items:

1. Superintendent Update:

Dr. Laager

1. Technology Update:

Ryan and Chuck

22

2. Student Board Representative:

Dr. Laager

2. Board Member Reports:

Board Members

25

3. Building Administrator Reports:

6. Action Items:

1. <u>Approve Phone System Quote:</u>	Mr. Keller	<u>31</u>
2. <u>Assurance of Compliance:</u>	Mr. Keller	<u>65</u>
3. <u>BPEA Contract Approval:</u>	Mr. Keller	<u>68</u>
4. <u>Review of Current Policies:</u>	Dr. Laager/Mr. Keller	<u>103</u>

7. Upcoming Meetings:

8. Adjourn:

Board Clerk

Date

Minutes of Regular Board Meeting

MINUTES WILL NOT BE APPROVED UNTIL THE NEXT BOARD MEETING

The Board of Belle Plaine Public Schools

A Regular Board Meeting of the Board of Trustees of Belle Plaine Public Schools was held Monday, September 25, 2017, beginning at 6:00 PM in the District Center - Board Room.

1. Call to Order:

Chairperson Gardner will call the meeting to order.

The regular monthly meeting of the Belle Plaine School Board was called to order by Chairperson Gardner on Monday, September 25, 2017 at 6:00 pm at the District Center Board Room with the following members present: Gardner, Giesen, Vandermark, O'Brien, Kahle, Skelley and Supt. Laager.

2. Acknowledgment of Visitors and Special Presentations:

Chairperson Gardner will ask if visitors wish to be placed on the Agenda.

2. 1. Fall Activities Update:

John Bergs will provide an update on fall activities.

Presenter: John Bergs

3. Other Items as Brought Before the Board & Consideration of Agenda:

Chairperson Gardner will ask if there are any items that need to be brought before the board and for consideration of the Agenda.

Motion by Kahle and second by O'Brien to approve the agenda as presented.

Motion carried unanimously.

4. Consensus Items:

If any board member has concerns about the adoption of the following consensus items, please acknowledge the Chairperson prior to the final vote. If there are no concerns, these items will be voted on as a group.

Presenter: Chair Gardner

Motion by Giesen and second by Vandermark to approve all of the following consensus items. Motion carried unanimously.

4. 1. Previous Board Meeting Minutes:

Enclosed are the August 28, 2017 Regular Board Meeting minutes for your review and adoption.

4. 2. Approve Monthly Expenditures:

At the board finance meeting, expenditures for the month of September were reviewed. Administration recommends approval of the September 2017 disbursements totaling \$1,810,624.06. This includes board payables of \$475,484.89, hand payments of \$506,714.73, electronic payments of \$820,933.43 and student activity payments of \$7,491.01.

4. 3. Personnel:

Approve the hire of Anneka Waldack, Paraprofessional, at \$14.76 per hour for 162 days @ 6.5 hours per day.

Approve an Employee Leave Request for Carol Hannon-Orr effective from August 24, 2017 through November 3, 2017.

Approve an Employee Leave Request for Jackie Braun effective from approximately February 1, 2018 through May 4, 2018.

Approve an Employee Leave Request for Jennifer Jungwirth effective from approximately February 7, 2018 through May 31, 2018.

4. 4. Student Enrollments:

Approve a Montgomery Kindergarten resident to attend Belle Plaine Schools effective September 5, 2017.

Approve a Burnsville 12th grade resident to attend Belle Plaine Schools effective September 5, 2017.

Approve two LeSueur/Henderson residents, grades 10 and 6, to attend Belle Plaine Schools effective September 5, 2017.

Approve a Belle Plaine 10th grade resident to attend MN Transitions Charter Schools effective August 31, 2017.

Approve nine Belle Plaine residents grades PreK, K, 1, 3, 3, 4, 6, 9 and 11 to attend Jordan Schools effective September 2017.

4. 5. Donations:

Donations totaling \$2,785.00 were given to the Belle Plaine School District over the past several months. See the attached resolution for a full listing of the donations. Thank you to all who made these wonderful donations!

Date	Donor	Donation/Gift	Amount
08.15.2017	Scott County Pork Producers	Oak Crest – Wolf Ridge Trip	350.00
08.15.2017	Ordway Center for the Performing Arts	Oak Crest – Reimbursement for 6 th grade transportation to/from Ordway	540.00
8.25.2017	Mary Nesgoda	Food Service – Assist underfunded students	50.00
8.17.2017	Theresa Kuhlmann	General Support	45.00
8.15.2017	Stier Transportation	Activity Account – FFA	1,500.00
8/18/2017	Belle Plaine Lions Club	Activity Account – Trap Team	300.00

5. Discussion Items:

5. 1. Superintendent Update:

Superintendent Laager will provide updates on current school activities,
Presenter: Dr. Laager

5. 1. 1. LED Update:

Update on the progress and review the installation schedule.

- *Chatfield is done – moving to Oak Crest*
- *Should bring savings to the district over the years*

5. 1. 2. Track & Field Surface/Softball Complex Update:

Update on the progress of the track resurfacing and the softball complex.

- *Track is striped*
- *Softball Complex is well on it's way*

5. 1. 3. iPad Rollout:

Review the iPad roll-out for Grades 3-12 for the 2017-18 School Year.
Presenter: Margot Hansen

- *Staff gave feedback to help make roll out smoother*

5. 1. 4. Orientation and Back to School Update:

Update on the first week of school.

Presenter: Principals

- *1,624 Students Enrolled – Up 13 from last year at this time*

5. 1. 5. Community Center Update:

Presenter: Dr. Laager

- *Architects are in the process of designing the space*
- *First week of October will have small group meetings to discuss*

the plans

5. 2. Board Member Reports:

Board members will have an opportunity to share information about meetings they have attended over the past month.

Presenter: Board Members

*City of Belle Plaine – Enhancing town with art - Skelley, Vandermark, Gardner
Gala – October 13th – Giesen*

Change in Bus Route Meeting for Safety of Students – O’Brien, Kahle

5. 2. 1. Other Administrative Salary Contracts:

Presenter: Mr. Gardner

Committee of Gardner, Giesen and Skelley to meet with staff.

5. 3. Building Administrator Reports:

6. Action Items:

6. 1. BPESP Contract:

The revisions to the BPESP contract for 2017-18 and 2018-19 have been made as a result of negotiations. Approval of the new contract is recommended.

Presenter: Mr. Keller

Motion by Kahle and second by O’Brien to approve the BPESP Contract for the 2017-18 and 2018-19 school years. Motion carried unanimously.

6. 2. 2017-18 Levy:

In the finance meeting we discussed the preliminary 2017-18 Levy. The levy reflects a 4.98% increase over last year. The levy needs to be approved by September 30th. Approval of the preliminary 2017-18 levy is recommended at the maximum amount. The final 2017-18 levy will be approved at the December meeting.

Presenter: Mr. Keller

Motion by Vandermark and second by Skelley to approve the preliminary 2017-18 Levy. Motion carried unanimously.

6. 3. NYC Choir Trip:

The 2018 choir tour to New York City is an amazing opportunity for our choral students here in Belle Plaine! They will be attending workshops that will help them with their choral repertoire, as well as a workshop on Broadway!! They will learn a piece from the musical we will be attending that evening!! We will also see the "must-see" tourist stops and have a performance at St. John's Church! We've made this trip as affordable as possible for all 9-12th grade students and they've had many opportunities to fundraise. We are excited for the 145 students and 50 chaperones to head to NYC with your support! Thank you for continued support in our choral department!!

Bri

Attached is the itinerary for the Choir trip to NYC March 23, 2018 - March 28, 2018. This trip is funded through fundraising and parent contributions.

Approval of the Choir trip to NYC is recommended.

Presenter: Mr. Keller

Motion by Skelley and second by Giesen to approve the Choir trip to NYC March 23-28, 2018. Motion carried unanimously.

6. 4. Review of Current Policies:

Review of our current policies: Policy 525 - Violence Prevention and Policy 903 - Visitors to District Buildings. Also first reading of Policy 620 - Credit for Learning and Policy 534 - Unpaid Meal Charges (formerly Policy 715 -

Food Service Account). The current policy/form is attached along with the revised red line version.

Presenter: Dr. Laager/Mr. Keller

Motion by Vandermark and second by Skelley to approve the revisions of Policy 525 – Violence Prevention and Policy 903 – Visitors to District Buildings and approve the first reading of Policy 534 – Unpaid Meal Charges (formerly Policy 715 – Food Service Account) and Policy 620 – Credit for Learning. Motion carried unanimously.

7. Upcoming Meetings:

October 3: Community Ed Advisory Meeting
October 9: 6:00 p.m. Board Work Sessions
October 16: 5:30 p.m. Finance Committee
6:00 p.m. Regular Board Meeting

8. Adjourn:

Motion by Vandermark and second by O'Brien to adjourn at 6:39 pm. Motion carried unanimously.

Belle Plaine Public Schools Pre Payment Report

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	4332	N	ABBIGAIL VOLEK	V80401	60191	08292017	26.50	0.00	26.50	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$26.50			
1	5407	N	ANDREA ANDERT	V80401	60147	09292017	28.89	0.00	28.89	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$28.89			
1	4589	N	BANC OF AMERICA LEASING	V80401	60198	101	8,256.74	0.00	8,256.74	10/06/2017	10/06/2017	10/06/2017
							Check Amount:		\$8,256.74			
1	1125	N	BELLE PLAINE HERALD	V80401	60182	23780	49.50	0.00	49.50	10/05/2017	10/05/2017	10/05/2017
1	1125	N	BELLE PLAINE HERALD	V80401	60167	23804	435.00	0.00	435.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$484.50			
1	2329	N	BLUE CROSS BLUE SHIELD of MN	V80401	60258	1001651136000	303.00	0.00	303.00	10/11/2017	10/11/2017	10/11/2017
							Check Amount:		\$303.00			
1	1197	N	BRUCE MATHIOWETZ	V80401	60189	10052017	297.33	0.00	297.33	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$297.33			
1	4514	N	BSN Sports/Collegiate Pacific	V80401	60244	900597387	716.10	0.00	716.10	10/09/2017	10/09/2017	10/09/2017
							Check Amount:		\$716.10			
1	7407	N	DEFINED LEARNING	V80401	60171	2427	8,900.00	0.00	8,900.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$8,900.00			
1	6863	N	EARLY LEARNING LABS INC	V80401	60176	3506	1,005.00	0.00	1,005.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$1,005.00			
1	5579	N	EDUCATORS BENEFIT CONSULTAN	V80401	60170	38607	206.45	0.00	206.45	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$206.45			
1	6251	N	FIRST	V80401	60165	09282017	5,000.00	0.00	5,000.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$5,000.00			
1	7351	N	FISHER TRACKS INC	V80401	60162	6712	4,000.00	0.00	4,000.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$4,000.00			
1	7330	N	FUN EXPRESS	V80401	60166	685732298-01	19.13	0.00	19.13	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$19.13			
1	4840	N	GENERAL PARTS	V80401	60251	5881178	227.50	0.00	227.50	10/10/2017	10/10/2017	10/10/2017
							Check Amount:		\$227.50			

**Belle Plaine Public Schools
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GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	7408	N	GOPHERMODS	V80401	60187	1565	1,164.00	0.00	1,164.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$1,164.00			
1	1511	N	GRAINGER	V80401	60254	9568953161	51.28	0.00	51.28	10/10/2017	10/10/2017	10/10/2017
							Check Amount:		\$51.28			
1	2404	N	GRAPHIC EDGE	V80401	60184	1144122	155.74	0.00	155.74	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$155.74			
1	1528	N	GROTH MUSIC	V80401	60237	2670975	63.99	0.00	63.99	10/09/2017	10/09/2017	10/09/2017
							Check Amount:		\$63.99			
1	1566	N	HILLYARD / HUTCHINSON	V80401	60261	700304357	59.62	0.00	59.62	10/11/2017	10/11/2017	10/11/2017
1	1566	N	HILLYARD / HUTCHINSON	V80401	60192	602714779	476.75	0.00	476.75	10/06/2017	10/06/2017	10/06/2017
							Check Amount:		\$536.37			
1	1575	N	HOMEWARD BOUND THEATRE CO	V80401	60240	10032017	380.00	0.00	380.00	10/09/2017	10/09/2017	10/09/2017
							Check Amount:		\$380.00			
1	3762	N	HOUGHTON MIFFLIN HARCOURT	V80401	60161	953431009	405.90	0.00	405.90	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$405.90			
1	3278	N	HUMERATECH	V80401	60265	170951	605.40	0.00	605.40	10/11/2017	10/11/2017	10/11/2017
							Check Amount:		\$605.40			
1	6846	N	ISD 2752	V80401	60168	10052017	60.00	0.00	60.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$60.00			
1	3738	N	JAECKELS WELL SERVICE INC	V80401	60152	2917	150.00	0.00	150.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$150.00			
1	7402	N	JAMIE OLSON	V80401	60149	08042017	138.24	0.00	138.24	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$138.24			
1	1202	N	JANIS BUESGENS	V80401	60179	06082017	6.42	0.00	6.42	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$6.42			
1	5411	N	JENNY JUNGWIRTH	V80401	60178	09232017	25.68	0.00	25.68	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$25.68			
1	3968	N	JOHN BERGS	V80401	60241	09202017	532.02	0.00	532.02	10/09/2017	10/09/2017	10/09/2017
							Check Amount:		\$532.02			

Belle Plaine Public Schools Pre Payment Report

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	5478	N	JORDAN COMMUNITY ED.	V80401	60245	09292017	696.00	0.00	696.00	10/09/2017	10/09/2017	10/09/2017
							Check Amount:		\$696.00			
1	7403	N	KAITLIN SENN	V80401	60148	09222017	38.52	0.00	38.52	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$38.52			
1	7410	N	KELLI QUAST	V80401	60246	08112017	92.02	0.00	92.02	10/09/2017	10/09/2017	10/09/2017
							Check Amount:		\$92.02			
1	5631	N	KERRI WILLIAMSON	V80401	60255	10062017	46.01	0.00	46.01	10/10/2017	10/10/2017	10/10/2017
							Check Amount:		\$46.01			
1	6474	N	KUDELSKI SECURITY, INC	V80401	60236	148709	24,400.00	0.00	24,400.00	10/09/2017	10/09/2017	10/09/2017
							Check Amount:		\$24,400.00			
1	1697	N	LAKE CRYSTAL COACHES	V80401	60150	20293	850.00	0.00	850.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$850.00			
1	5081	N	LAMPERT LUMBER	V80401	60156	2591835	178.80	0.00	178.80	10/05/2017	10/05/2017	10/05/2017
1	5081	N	LAMPERT LUMBER	V80401	60155	2591252	(374.37)	0.00	(374.37)	10/05/2017	10/05/2017	10/05/2017
1	5081	N	LAMPERT LUMBER	V80401	60154	2592409	26.70	0.00	26.70	10/05/2017	10/05/2017	10/05/2017
1	5081	N	LAMPERT LUMBER	V80401	60153	2591189	4,248.53	0.00	4,248.53	10/05/2017	10/05/2017	10/05/2017
1	5081	N	LAMPERT LUMBER	V80401	60157	2591837	2,542.44	0.00	2,542.44	10/05/2017	10/05/2017	10/05/2017
1	5081	N	LAMPERT LUMBER	V80401	60158	2592536	35.89	0.00	35.89	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$6,657.99			
1	1707	N	LANGE'S PLUMBING & HEATING	V80401	60264	1205113	1,000.00	0.00	1,000.00	10/11/2017	10/11/2017	10/11/2017
							Check Amount:		\$1,000.00			
1	1716	N	LE SUEUR HENDERSON SCHOOL	V80401	60173	10032017	75.00	0.00	75.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$75.00			
1	2684	N	LE SUEUR-HENDERSON SCHOOL	V80401	60174	10142017	75.00	0.00	75.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$75.00			
1	4222	N	LEARNING A-Z	V80401	60188	1850909	793.08	0.00	793.08	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$793.08			
1	2856	N	MN BOARD OF SCHOOL ADMINISTIV	V80401	60243	10092017	75.00	0.00	75.00	10/09/2017	10/09/2017	10/09/2017
1	2856	N	MN BOARD OF SCHOOL ADMINISTIV	V80401	60242	10092017	75.00	0.00	75.00	10/09/2017	10/09/2017	10/09/2017
							Check Amount:		\$150.00			
1	6992	N	MSOPA	V80401	60238	2017-18	50.00	0.00	50.00	10/09/2017	10/09/2017	10/09/2017
							Check Amount:		\$50.00			

Belle Plaine Public Schools Pre Payment Report

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	6275	N	NORTH AMERICAN SAFETY INC	V80401	60239	29866	235.00	0.00	235.00	10/09/2017	10/09/2017	10/09/2017
1	6275	N	NORTH AMERICAN SAFETY INC	V80401	60181	29127	437.50	0.00	437.50	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$672.50			
1	1982	N	PIONEER	V80401	60252	INV649175	2,590.00	0.00	2,590.00	10/10/2017	10/10/2017	10/10/2017
							Check Amount:		\$2,590.00			
1	1992	N	PRAIRIE TRUCKING INC	V80401	60248	SEPTEMBER 2017	29,645.10	0.00	29,645.10	10/10/2017	10/10/2017	10/10/2017
							Check Amount:		\$29,645.10			
1	2001	N	PROGRESSIVE PRINTING	V80401	60249	20170430	350.00	0.00	350.00	10/10/2017	10/10/2017	10/10/2017
							Check Amount:		\$350.00			
1	2002	N	PROTECTION SYSTEMS INC	V80401	60163	37200	815.81	0.00	815.81	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$815.81			
1	6827	N	REINHART FOOD SERVICES, LLC	V80401	60185	780053	748.75	0.00	748.75	10/05/2017	10/05/2017	10/05/2017
1	6827	N	REINHART FOOD SERVICES, LLC	V80401	60180	780987	966.44	0.00	966.44	10/05/2017	10/05/2017	10/05/2017
1	6827	N	REINHART FOOD SERVICES, LLC	V80401	60151	783324	335.76	0.00	335.76	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$2,050.95			
1	6504	N	ROSETTA STONE LTD	V80401	60177	9457164	1,908.00	0.00	1,908.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$1,908.00			
1	6893	N	RYAN LAAGER	V80401	60143	10052017	326.46	0.00	326.46	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$326.46			
1	2066	N	SCHINDLER ELEVATOR CORP	V80401	60250	7152590459	1,402.51	0.00	1,402.51	10/10/2017	10/10/2017	10/10/2017
							Check Amount:		\$1,402.51			
1	2067	N	SCHMITT MUSIC COMPANY	V80401	60257	1762588	151.80	0.00	151.80	10/11/2017	10/11/2017	10/11/2017
							Check Amount:		\$151.80			
1	2068	N	SCHOLASTIC	V80401	60259	M6127847	375.40	0.00	375.40	10/11/2017	10/11/2017	10/11/2017
							Check Amount:		\$375.40			
1	3336	1	N SCHOOL SPECIALTY	V80401	60263	208119395603	220.37	0.00	220.37	10/11/2017	10/11/2017	10/11/2017
1	3336	1	N SCHOOL SPECIALTY	V80401	60164	208118961003	862.20	0.00	862.20	10/05/2017	10/05/2017	10/05/2017
1	3336	1	N SCHOOL SPECIALTY	V80401	60262	208119370873	177.73	0.00	177.73	10/11/2017	10/11/2017	10/11/2017
1	3336	1	N SCHOOL SPECIALTY	V80401	60160	308102887953	49.82	0.00	49.82	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$1,310.12			
1	2083	N	SCOTT COUNTY	V80401	60197	594185	1,939.00	0.00	1,939.00	10/06/2017	10/06/2017	10/06/2017
1	2083	N	SCOTT COUNTY	V80401	60196	635893	2,983.00	0.00	2,983.00	10/06/2017	10/06/2017	10/06/2017

Belle Plaine Public Schools Pre Payment Report

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	2083	N	SCOTT COUNTY	V80401	60195	594536	1,939.00	0.00	1,939.00	10/06/2017	10/06/2017	10/06/2017
							Check Amount:		\$6,861.00			
1	2122	N	SKATETIME	V80401	60260	10032	3,816.00	0.00	3,816.00	10/11/2017	10/11/2017	10/11/2017
							Check Amount:		\$3,816.00			
1	2137	N	SOUTH CENTRAL ECSU	V80401	60256	17590	1,066.63	0.00	1,066.63	10/10/2017	10/10/2017	10/10/2017
							Check Amount:		\$1,066.63			
1	6318	N	STACEY HESS-NORSKOG	V80401	60145	08292017	17.12	0.00	17.12	10/05/2017	10/05/2017	10/05/2017
1	6318	N	STACEY HESS-NORSKOG	V80401	60146	09292017	63.13	0.00	63.13	10/05/2017	10/05/2017	10/05/2017
1	6318	N	STACEY HESS-NORSKOG	V80401	60144	07202017	27.29	0.00	27.29	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$107.54			
1	2151	N	STAR TRIBUNE	V80401	60190	AD4ISBT1	147.60	0.00	147.60	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$147.60			
1	2164	N	STIER TRANSPORTATION SERVICE	V80401	60186	07/08-0617	167.01	0.00	167.01	10/05/2017	10/05/2017	10/05/2017
1	2164	N	STIER TRANSPORTATION SERVICE	V80401	60183	07/08-0317	1,625.85	0.00	1,625.85	10/05/2017	10/05/2017	10/05/2017
1	2164	N	STIER TRANSPORTATION SERVICE	V80401	60247	SEPTEMBER 2017	80,232.84	0.00	80,232.84	10/10/2017	10/10/2017	10/10/2017
							Check Amount:		\$82,025.70			
1	2788	N	THREE RIVERS PARK DISTRICT	V80401	60175	423561	19.20	0.00	19.20	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$19.20			
1	3326	N	TRIARCO ARTS & CRAFTS	V80401	60159	632342	536.83	0.00	536.83	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$536.83			
1	5801	N	TRI-CITY UNITED PUBLIC SCHOOL	V80401	60169	10072017	100.00	0.00	100.00	10/05/2017	10/05/2017	10/05/2017
							Check Amount:		\$100.00			
1	2266	N	TRUGREEN CHEMLAWN	V80401	60253	70177502	3,273.49	0.00	3,273.49	10/10/2017	10/10/2017	10/10/2017
							Check Amount:		\$3,273.49			
1	6335	N	TRUSTED EMPLOYEES	V80401	60194	0820179775S	25.00	0.00	25.00	10/06/2017	10/06/2017	10/06/2017
1	6335	N	TRUSTED EMPLOYEES	V80401	60193	0920179775S	462.00	0.00	462.00	10/06/2017	10/06/2017	10/06/2017
							Check Amount:		\$487.00			
							Report Total:		\$208,709.44			

*Does not meet minimum amount

**Exceeds maximum amount

Electronic

Batch	Co	Pmt No	Bank	Check No	Pay Type	Grp	Code	Vendor	Print	Recon	Pay Date	Void	Curr	Amount
P80402	0716	43258	SBC		WX	1	1262	CITY OF BELLE PLAINE	N	N	9/21/2017 01N		USD	43.00
P80402	0716	43258	SBC		WX	1	1262	CITY OF BELLE PLAINE	N	N	9/21/2017 01N		USD	133.72
P80402	0716	43258	SBC		WX	1	1262	CITY OF BELLE PLAINE	N	N	9/21/2017 01N		USD	308.84
P80402	0716	43258	SBC		WX	1	1262	CITY OF BELLE PLAINE	N	N	9/21/2017 01N		USD	349.19
P80402	0716	43258	SBC		WX	1	1262	CITY OF BELLE PLAINE	N	N	9/21/2017 01N		USD	377.00
P80402	0716	43258	SBC		WX	1	1262	CITY OF BELLE PLAINE	N	N	9/21/2017 01N		USD	762.07
P80402	0716	43259	SBC		WX	1	2800	MII LIFE - SELECT ACCOUNT	N	N	9/22/2017 01N		USD	487.75
P80402	0716	43260	SBC		WX	1	1486	FRONTIER	N	N	9/25/2017 01N		USD	97.24
P80402	0716	43260	SBC		WX	1	1486	FRONTIER	N	N	9/25/2017 01N		USD	97.24
P80402	0716	43260	SBC		WX	1	1486	FRONTIER	N	N	9/25/2017 01N		USD	116.01
P80402	0716	43260	SBC		WX	1	1486	FRONTIER	N	N	9/25/2017 01N		USD	1,314.84
p804p1	0716	43261	SBC		WX	1	1873	MN.TEACHERS RETIRE.ASSOC	N	N	10/5/2017 01N		USD	42,860.14
p804p1	0716	43262	SBC		WX	1	1977	PERA	N	N	10/5/2017 01N		USD	11,552.68
p804p1	0716	43263	SBC		WX	1	2330	FEDERAL	N	N	10/5/2017 01N		USD	26,774.86
p804p1	0716	43263	SBC		WX	1	2330	FEDERAL	N	N	10/5/2017 01N		USD	9,698.82
p804p1	0716	43263	SBC		WX	1	2330	FEDERAL	N	N	10/5/2017 01N		USD	41,469.90
p804p1	0716	43264	SBC		WX	1	2331	STATE OF MINNESOTA	N	N	10/5/2017 01N		USD	11,724.85
p804p1	0716	43265	SBC		WX	1	2735	MII LIFE - VEBA/HSA	N	N	10/5/2017 01N		USD	96,603.44
p804p1	0716	43266	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	10/5/2017 01N		USD	2,023.28
p804p1	0716	43266	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	10/5/2017 01N		USD	310.00
p804p1	0716	43266	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	10/5/2017 01N		USD	3,982.48
p804p1	0716	43266	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	10/5/2017 01N		USD	20.00
p804p1	0716	43266	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	10/5/2017 01N		USD	108.80
p804p1	0716	43266	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	10/5/2017 01N		USD	836.78
p804p1	0716	43266	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	10/5/2017 01N		USD	6,103.56
p804p1	0716	43266	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	10/5/2017 01N		USD	1,768.78
p804p1	0716	43266	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	10/5/2017 01N		USD	711.48
p804p1	0716	43275	SBC		WX	1	1977	PERA	N	N	10/6/2017 01N		USD	553.82
p804p1	0716	43276	SBC		WX	1	2330	FEDERAL	N	N	10/6/2017 01N		USD	69.22
p804p1	0716	43276	SBC		WX	1	2330	FEDERAL	N	N	10/6/2017 01N		USD	117.28
p804p1	0716	43276	SBC		WX	1	2330	FEDERAL	N	N	10/6/2017 01N		USD	501.08
p804p1	0716	43277	SBC		WX	1	2331	STATE OF MINNESOTA	N	N	10/6/2017 01N		USD	51.07
P80402	0716	43380	SBC		WX	1	2336	XCEL ENERGY	N	N	10/5/2017 01N		USD	9,259.50
P80402	0716	43380	SBC		WX	1	2336	XCEL ENERGY	N	N	10/5/2017 01N		USD	7,279.26
P80402	0716	43380	SBC		WX	1	2336	XCEL ENERGY	N	N	10/5/2017 01N		USD	7,147.25

Electronic

Batch	Co	Pmt No	Bank	Check No	Pay Type	Grp	Code	Vendor	Print	Recon	Pay Date	Void	Curr	Amount
P80402	0716	43381	SBC		WX	1	3414	CENTERPOINT ENERGY	N	N	10/5/2017 0	N	USD	152.62
P80402	0716	43381	SBC		WX	1	3414	CENTERPOINT ENERGY	N	N	10/5/2017 0	N	USD	71.44
P80402	0716	43381	SBC		WX	1	3414	CENTERPOINT ENERGY	N	N	10/5/2017 0	N	USD	71.09
P80402	0716	43381	SBC		WX	1	3414	CENTERPOINT ENERGY	N	N	10/5/2017 0	N	USD	47.78
<hr/>														
September PCARD														
Payroll 10/05/2017														
Payroll 10/06/2017														
BPESP Retro Pay														
<hr/>														
Total														
\$ 536,987.31														

Hand Pays

Batch	Co	Pmt No	Bank	Check No	Pay Type	Grp	Code	Vendor	Print	Recon	Pay Date	Void	Curr	Amount
P80402	0716	43253	SBC	60905	CH	1	5776	ANDREW SOWADA	Y	N	9/29/2017	CN	USD	85.00
P80402	0716	43254	SBC	60906	CH	1	6212	DEPARTMENT OF HUMAN SERVICES	Y	N	9/29/2017	CN	USD	128.00
P80402	0716	43255	SBC	60907	CH	1	6516	ERIC SAUGEN	Y	N	9/29/2017	CN	USD	96.00
P80402	0716	43257	SBC	60908	CH	1	7393	GUY DAWSON	Y	N	9/29/2017	CN	USD	85.00
P80402	0716	43248	SBC	60909	CH	1	1607	ISD 287	Y	N	9/29/2017	CN	USD	98.81
P80402	0716	43249	SBC	60910	CH	1	1660	JORDAN HIGH SCHOOL	Y	N	9/29/2017	CN	USD	100.00
P80402	0716	43256	SBC	60911	CH	1	6693	LANA BECK	Y	N	9/29/2017	CN	USD	100.00
P80402	0716	43252	SBC	60912	CH	1	3523	LORI LATZKE	Y	N	9/29/2017	CN	USD	96.00
P80402	0716	43251	SBC	60913	CH	1	2786	MSHSBCA	Y	N	9/29/2017	CN	USD	260.00
P80402	0716	43250	SBC	60914	CH	1	1907	NATIONAL RECOGNITION PRODUCTS	Y	N	9/29/2017	CN	USD	8.42
p804p1	0716	43267	SBC	60915	CH	1	1123	BELLE PLAINE ED ASSOC	Y	N	10/5/2017	CN	USD	4,889.31
p804p1	0716	43268	SBC	60916	CH	1	1134	BELLE PLAINE SCHOOL	Y	N	10/5/2017	CN	USD	3,304.28
p804p1	0716	43272	SBC	60917	CH	1	6451	Belle Plaine Schools Dental Ins Account	Y	N	10/5/2017	CN	USD	12,208.77
p804p1	0716	43273	SBC	60918	CH	1	6482	Belle Plaine Schools Health Ins Acct	Y	N	10/5/2017	CN	USD	114,937.10
p804p1	0716	43269	SBC	60919	CH	1	1178	BPESPA	Y	N	10/5/2017	CN	USD	2,055.19
p804p1	0716	43274	SBC	60920	CH	1	7052	FIDELITY SECURITY LIFE INS EYE MED	Y	N	10/5/2017	CN	USD	540.47
p804p1	0716	43271	SBC	60921	CH	1	6122	NATIONAL INSURANCE SERVICE of WI	Y	N	10/5/2017	CN	USD	2,682.45
p804p1	0716	43270	SBC	60922	CH	1	1836	NCPERS MINNESOTA	Y	N	10/5/2017	CN	USD	32.00
P80402	0716	43379	SBC	60923	CH	1	7406	ANDREW BALZER	Y	N	10/9/2017	CN	USD	85.00
P80402	0716	43374	SBC	60924	CH	1	1126	BELLE PLAINE HS ACT FND	Y	N	10/9/2017	CN	USD	384.00
P80402	0716	43374	SBC	60924	CH	1	1126	BELLE PLAINE HS ACT FND	Y	N	10/9/2017	CN	USD	1,184.00
P80402	0716	43376	SBC	60925	CH	1	7394	MN ASSOCIATION OF SECONDARY SCHOOLY		N	10/9/2017	CN	USD	150.00
P80402	0716	43378	SBC	60926	CH	1	7405	TERRY ZELLMAN	Y	N	10/9/2017	CN	USD	39.45
P80402	0716	43377	SBC	60927	CH	1	7404	TRACY BERGLAND	Y	N	10/9/2017	CN	USD	16.85
P80402	0716	43375	SBC	60928	CH	1	2336	XCEL ENERGY	Y	N	10/9/2017	CN	USD	5,113.72
Total													\$ 148,679.82	

Septemb 2017 Student Activities

Co	Pmt No	Bank	Check No	Pay Type	Grp	Code	Vendor	Payment Description	Pay Date	Void	Curr	Amount
0716	43100	HSAC	8045	CH	3	7381	MSHSBCA	CLASS 2A COACH OF THE YEAR TICKETS	9/15/2017 0	N	USD	81.00
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SEGW9663/Sissy (1 1/4")	9/18/2017 0	N	USD	79.96
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SEGW9201/Henrietta (2")	9/18/2017 0	N	USD	18.99
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SEMCSATS/Satin Crown with Silver Band	9/18/2017 0	N	USD	34.99
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SESANHCK/Homecoming King Sash	9/18/2017 0	N	USD	10.99
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SESANHCQ/Homecoming Queen Sash	9/18/2017 0	N	USD	10.99
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SESANHCR/Homecoming Royalty Sash	9/18/2017 0	N	USD	87.92
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SES7286/Roar Eyeblacks	9/18/2017 0	N	USD	126.00
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SEA1028/Paw Eyeblacks	9/18/2017 0	N	USD	189.00
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SEA1718/Claw Scratch Temporary Tattoos	9/18/2017 0	N	USD	59.00
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	C019F/Red Paw Temporary Tattoos	9/18/2017 0	N	USD	59.75
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SESPWBD/Red Paw Bead Necklace	9/18/2017 0	N	USD	89.93
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SESPWBD/Black Paw Bead Necklace	9/18/2017 0	N	USD	89.93
0716	43102	HSAC	8046	CH	3	4777	ANDERSON'S SCHOOL SPIRIT	SHIPPING	9/18/2017 0	N	USD	149.94
0716	43104	HSAC	8047	CH	3	4926	BELLE PLAINE HERALD	4' X 8' BANNER - TENNIS TEAM	9/18/2017 0	N	USD	160.00
0716	43101	HSAC	8049	CH	1	7365	CITY OF COLOGNE	Prom Event Deposit	9/18/2017 0	N	USD	500.00
0716	43108	HSAC	8050	CH	3	7356	HANSON SHOOTING STAR RESORT	TENNIS LODGING-TRIP	9/18/2017 0	N	USD	100.00
0716	43105	HSAC	8051	CH	3	5221	JW PEPPER & SON, INC	Junior High- Hard Paper Folders	9/18/2017 0	N	USD	592.50
0716	43105	HSAC	8051	CH	3	5221	JW PEPPER & SON, INC	Shipping	9/18/2017 0	N	USD	37.99
0716	43105	HSAC	8051	CH	3	5221	JW PEPPER & SON, INC	High School Folders- Leather-bound.	9/18/2017 0	N	USD	2,203.75
0716	43105	HSAC	8051	CH	3	5221	JW PEPPER & SON, INC	Imprint	9/18/2017 0	N	USD	205.00
0716	43106	HSAC	8052	CH	3	6817	SEAVER COMPANY	performance 29	9/18/2017 0	N	USD	110.00
0716	43106	HSAC	8052	CH	3	6817	SEAVER COMPANY	performance 24	9/18/2017 0	N	USD	150.00
0716	43103	HSAC	8053	CH	3	4889	STEVE SCHROEDER	CC PARENTS NIGHT GROCERIES	9/18/2017 0	N	USD	279.40
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	XC - REIMBURSE DISTRICT FOR TSHIRTS	9/29/2017 0	N	USD	437.50
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	TENNIS - TARGET	9/29/2017 0	N	USD	275.90
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	TENNIS - NELSON BROS	9/29/2017 0	N	USD	103.38
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	TENNIS - ZORBAZ	9/29/2017 0	N	USD	160.65
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	TENNIS - ZORBAZ	9/29/2017 0	N	USD	4.19
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	TENNIS - JOES GAS	9/29/2017 0	N	USD	81.26
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	TENNIS - FLEET FARM	9/29/2017 0	N	USD	23.94
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	CONCESSIONS - WEBSTAIRANT	9/29/2017 0	N	USD	196.32
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	CONCESSIONS - SAMS CLUB	9/29/2017 0	N	USD	335.35
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	CONCESSIONS - HERMEL	9/29/2017 0	N	USD	618.96
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	XC - COBORNS	9/29/2017 0	N	USD	23.92
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	FFA - SQUARE PROMAC	9/29/2017 0	N	USD	1,399.93
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	XC - KWIK TRIP	9/29/2017 0	N	USD	39.42
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	FFA - NATL FFA	9/29/2017 0	N	USD	128.50
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	FFA - APPLIED ICON	9/29/2017 0	N	USD	318.76

Septemb 2017 Student Activities

Co	Pmt No	Bank	Check No	Pay Type	Grp	Code	Vendor	Payment Description	Pay Date	Void	Curr	Amount
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	FFA - SMARTSIGN	9/29/2017 0	N	USD	147.56
0716	43242	HSAC	8054	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	FFA - PAYPAL	9/29/2017 0	N	USD	331.85
0716	43246	HSAC	8055	CH	3	6006	BSN SPORTS INC	900428934	9/29/2017 0	N	USD	976.92
0716	43245	HSAC	8056	CH	3	5805	ECFE	9/7 VBALL CONC	9/29/2017 0	N	USD	300.00
0716	43244	HSAC	8057	CH	3	4811	EMMA KRUMBEEES FLORAL	Flowers/Parents N/Tennis	9/29/2017 0	N	USD	37.50
0716	43247	HSAC	8058	CH	3	6875	JOHN WARREN	Homecoming DJ	9/29/2017 0	N	USD	255.00
0716	43247	HSAC	8058	CH	3	6875	JOHN WARREN	DJ Activity Night	9/29/2017 0	N	USD	275.00
0716	43243	HSAC	8059	CH	3	4780	PROGRESSIVE PRINTING	Buttons	9/29/2017 0	N	USD	187.50
0716	43243	HSAC	8059	CH	3	4780	PROGRESSIVE PRINTING	Art fee	9/29/2017 0	N	USD	30.00
0716	43243	HSAC	8059	CH	3	4780	PROGRESSIVE PRINTING	11x17 blow up print	9/29/2017 0	N	USD	0.75
0716	43241	HSAC	8060	CH	1	7391	REGION VII MAEE	17-18 MAE FEE/FFA	9/29/2017 0	N	USD	75.00
											Total	12,192.09

September 2017 Pcard

Card Holder	Transaction Date	Statement Date	Merchant Name	Transaction Amount	Notes
Chatfield Elementary	9/25/2017	9/27/2017	Breezy Point Resort In	127.78	
Kris Davis	9/26/2017	9/27/2017	Genesis - Belle Plaine	120.96	
Oak Crest Elementary	9/25/2017	9/27/2017	Stem Fuse, Llc	570.00	
Belle Plaine High School	9/27/2017	9/27/2017	Amazon Mktplace Pmts	109.46	
Chatfield Elementary	9/26/2017	9/27/2017	Usps Po 2607300172	27.50	
Belle Plaine Sd	9/22/2017	9/27/2017	Belle Plaine Herald	13.00	
Belle Plaine Comm Ed	9/25/2017	9/27/2017	Crown Awards Inc	198.39	
Belle Plaine High School	9/25/2017	9/27/2017	Lowes #02628*	450.97	
Kris Davis	9/26/2017	9/27/2017	Vzwrlls*apocc Visb	888.13	
Chatfield Elementary	9/24/2017	9/27/2017	Amazon Mktplace Pmts	9.67	
Belle Plaine High School	9/22/2017	9/27/2017	Ruck S Meat Processing	59.04	
Belle P Activities	9/22/2017	9/27/2017	Hy Vee 1547	316.99	
Belle Plaine High School	9/21/2017	9/27/2017	Apl* Itunes.Com/bill	3.99	
Belle Plaine Sd	9/22/2017	9/27/2017	Sponsel S Mn Harvest	74.00	
Belle Plaine High School	9/22/2017	9/27/2017	Minnetesol	164.00	
Belle Plaine High School	9/22/2017	9/27/2017	Coborn S Superstore	34.35	
Belle Plaine Sd	9/21/2017	9/27/2017	Target 00018333	51.54	
Belle Plaine High School	9/23/2017	9/27/2017	Amazon Mktplace Pmts	28.96	
Belle Plaine High School	9/21/2017	9/27/2017	Batteries Plus #20	179.95	
Chatfield Elementary	9/21/2017	9/27/2017	Amazon Mktplace Pmts	5.59	
Chatfield Elementary	9/23/2017	9/27/2017	Amazon.Com	113.77	
Belle P Activities	9/21/2017	9/27/2017	The Fabulous Flower Ma	24.50	
Belle P Activities	9/21/2017	9/27/2017	Leonard Safety Equ	729.71	
Kris Davis	9/20/2017	9/27/2017	Amazon Mktplace Pmts	32.99	
Belle Plaine Comm Ed	9/21/2017	9/27/2017	Amazon Mktplace Pmts	26.76	
Belle P Activities	9/20/2017	9/27/2017	A. H. Hermel Company	456.74	
Belle P Activities	9/19/2017	9/27/2017	Kwik Trip 33000003301	37.42	
Belle Plaine High School	9/19/2017	9/27/2017	Apl* Itunes.Com/bill	9.99	
Kris Davis	9/19/2017	9/27/2017	Amazon Services-Kindle	10.73	
Kris Davis	9/20/2017	9/27/2017	Amazon Mktplace Pmts	19.50	
Oak Crest Elementary	9/19/2017	9/27/2017	Amazon Mktplace Pmts	232.24	
Belle Plaine High School	9/19/2017	9/27/2017	Apl* Itunes.Com/bill	4.99	
Belle P Activities	9/19/2017	9/27/2017	Pizza Plus	53.00	
Belle P Activities	9/17/2017	9/27/2017	Menards Burnsville Mn	130.32	

September 2017 Pcard

Card Holder	Transaction Date	Statement Date	Merchant Name	Transaction Amount	Notes
Belle Plaine Sd	9/19/2017	9/27/2017	Ncs Pearson	326.48	
Belle P Activities	9/17/2017	9/27/2017	Menards Burnsville Mn	669.02	
Belle Plaine Sd	9/15/2017	9/27/2017	Hookandloop.Com	91.10	
Belle P Activities	9/15/2017	9/27/2017	Pizza Plus	133.00	
Belle Plaine Sd	9/15/2017	9/27/2017	N2y Llc	958.00	
Belle P Activities	9/17/2017	9/27/2017	Coborn S #2038	57.64	
Belle P Activities	9/15/2017	9/27/2017	Pizza Plus	65.00	
Belle P Activities	9/15/2017	9/27/2017	Pizza Plus	85.00	
Belle Plaine High School	9/15/2017	9/27/2017	Amazon Mktplace Pmts	107.90	
Chatfield Elementary	9/15/2017	9/27/2017	Ssi*school Specialty	4.80	
Kris Davis	9/14/2017	9/27/2017	Innovative Office Solu	(71.28)	
Belle P Activities	9/13/2017	9/27/2017	Kwik Trip 33000003301	38.42	
Chatfield Elementary	9/15/2017	9/27/2017	Apl* Itunes.Com/bill	2.99	
Belle P Activities	9/15/2017	9/27/2017	Domino S 7300	104.96	
Belle P Activities	9/15/2017	9/27/2017	Coborn S Superstore	47.86	
Kris Davis	9/14/2017	9/27/2017	Metro Sales Inc.	3,225.52	
Belle Plaine Sd	9/15/2017	9/27/2017	Ssi*school Specialty	70.36	
Belle Plaine Comm Ed	9/14/2017	9/27/2017	Discount School Supply	120.24	
Belle P Activities	9/13/2017	9/27/2017	Register.Cordonco.Com	42.50	
Oak Crest Elementary	9/14/2017	9/27/2017	Amazon Mktplace Pmts	91.16	
Belle Plaine Sd	9/14/2017	9/27/2017	Amazon.Com	149.98	
Belle Plaine Sd	9/14/2017	9/27/2017	Ncs Pearson	173.00	
Oak Crest Elementary	9/13/2017	9/27/2017	Amazon Mktplace Pmts	13.95	
Oak Crest Elementary	9/13/2017	9/27/2017	American Assoc Of Scho	450.00	
Kris Davis	9/12/2017	9/27/2017	Biffs Inc - Online	428.14	
Belle P Activities	9/12/2017	9/27/2017	Register.Cordonco.Com	53.50	
Belle Plaine High School	9/13/2017	9/27/2017	Amazon Mktplace Pmts	97.85	
Belle P Activities	9/12/2017	9/27/2017	Register.Cordonco.Com	63.50	
Belle P Activities	9/11/2017	9/27/2017	Pizza Plus	53.00	
Chuck Keller	9/13/2017	9/27/2017	Amazon Mktplace Pmts	18.00	
Belle Plaine High School	9/12/2017	9/27/2017	Coborn S Superstore	34.99	
Chuck Keller	9/13/2017	9/27/2017	Amazon.Com	11.76	
Belle Plaine Sd	9/11/2017	9/27/2017	Coborn S Superstore	20.54	
Chatfield Elementary	9/11/2017	9/27/2017	Ssi*school Specialty	56.06	

September 2017 Pcard

Card Holder	Transaction Date	Statement Date	Merchant Name	Transaction Amount	Notes
Belle Plaine High School	9/8/2017	9/27/2017	Menards Burnsville Mn	151.99	
Chatfield Elementary	9/11/2017	9/27/2017	Ssi*school Specialty	109.50	
Belle Plaine High School	9/7/2017	9/27/2017	Cbi*parallels	85.89	
Belle P Activities	9/7/2017	9/27/2017	Pizza Plus	53.00	
Kris Davis	9/6/2017	9/27/2017	Metro Sales Inc.	343.81	
Belle Plaine High School	9/6/2017	9/27/2017	Dem-Con Companies	99.45	
Kris Davis	9/7/2017	9/27/2017	Usps Po 2607300172	14.40	
Belle Plaine Comm Ed	9/6/2017	9/27/2017	Kwik Trip 33000003301	39.42	
Belle P Activities	9/8/2017	9/27/2017	Coborn S Superstore	104.66	
Belle P Activities	9/6/2017	9/27/2017	Hardware Distributors-	486.90	
Kris Davis	9/5/2017	9/27/2017	Subway 03164670	24.31	
Oak Crest Elementary	9/6/2017	9/27/2017	Register.Cordonco.Com	63.50	
Belle Plaine Sd	9/6/2017	9/27/2017	Coborn S Superstore	98.84	
Belle P Activities	9/5/2017	9/27/2017	Coborn S #2038	10.67	
Belle P Activities	9/5/2017	9/27/2017	Samsclub #6311	120.40	
Belle P Activities	9/5/2017	9/27/2017	Ruck S Meat Processing	139.80	
Kris Davis	9/5/2017	9/27/2017	Waste Mgmt Wm Ezpay	149.86	
Belle P Activities	9/5/2017	9/27/2017	Coborn S #2038	6.97	
Belle Plaine Sd	9/5/2017	9/27/2017	Northern Speech Servic	98.79	
Kris Davis	9/5/2017	9/27/2017	Waste Mgmt Wm Ezpay	17.24	
Belle Plaine High School	9/3/2017	9/27/2017	Amazon.Com	360.96	
Chuck Keller	8/31/2017	9/27/2017	Coborn S Superstore	49.99	
Belle P Activities	8/31/2017	9/27/2017	Pizza Plus	85.00	
Belle P Activities	8/30/2017	9/27/2017	Coborn S Superstore	99.47	
Belle P Activities	8/30/2017	9/27/2017	A. H. Hermel Company	669.10	
Kris Davis	8/30/2017	9/27/2017	Usps Po 2607300172	621.60	
Belle Plaine High School	8/29/2017	9/27/2017	Menards Burnsville Mn	386.19	
Belle P Activities	8/29/2017	9/27/2017	Goldmedal Minneapolisl	414.80	
Belle P Activities	8/29/2017	9/27/2017	Kwik Trip 33000003301	38.42	
Belle Plaine High School	8/29/2017	9/27/2017	Vp Belle Plaine Public	(3.00)	
Belle P Activities	8/29/2017	9/27/2017	Pizza Plus	53.00	
Kris Davis	8/29/2017	9/27/2017	Genesis - Belle Plaine	392.42	
Belle Plaine High School	8/29/2017	9/27/2017	Vp Belle Plaine Public	3.00	
Belle Plaine Comm Ed	8/29/2017	9/27/2017	Genesis - Belle Plaine	406.46	

September 2017 Pcard

Card Holder	Transaction Date	Statement Date	Merchant Name	Transaction Amount	Notes
Belle P Activities	8/29/2017	9/27/2017	Coborn S Superstore	60.85	
Belle P Activities	8/28/2017	9/27/2017	Goldmedal Minneapolis	1,262.00	
Belle P Activities	8/29/2017	9/27/2017	Ruck S Meat Processing	140.72	
Belle Plaine Sd	8/28/2017	9/27/2017	Crisis Prevention	34.00	
Chatfield Elementary	8/28/2017	9/27/2017	Ssi*school Specialty	82.26	
Belle P Activities	8/27/2017	9/27/2017	Cub Foods Eden Prair	103.37	
Chatfield Elementary	8/27/2017	9/27/2017	Amazon Mktplace Pmts	159.99	
Belle P Activities	8/27/2017	9/27/2017	Coborn S Superstore	146.92	
Belle P Activities	8/27/2017	9/27/2017	Coborn S Superstore	15.98	
Total				20,914.77	

John Bergs
Activities Director
Margot Hansen
Curriculum & Assessment Director
Jeff Heine
Buildings & Grounds Director



Chuck Keller
Business Manager
Mary Mesler
Student Support Services Director
Mindy Chevalier
Community Ed Director

DATE OF BOARD MEETING: October 16, 2017

SUBJECT: Gifts and Donations

RECOMMENDATION: Approve

Therefore, the Director of Finance and Operations recommends the following resolution:

WHEREAS, School Board Policy #706 establishes guidelines for the acceptance of gifts/donations to the District; and

WHEREAS, Minnesota Statute 465.03 states the School Board may accept a gift, grant, or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members; and

BE IT RESOLVED that the School Board of Independent School District No. 716 accept with appreciation the following gifts/donation and permit their use as designated by the donor(s).

DETAIL OF GIFTS/DONATIONS:

Date	Donor	Item and Nature of Donation/Gift	Amount
09.12.2017	BP Lions Club	Oak Crest – 4 th Grade Kindness Retreat	1,000.00
09.12.2017	MN Valley Electric Trust	Oak Crest – 4 th Grade Kindness Retreat	1,000.00
09.25.2017	Schultz Trucking	Community Education – Football Jerseys	1,033.72
09.25.2017	Mary Nesgoda	Food Service – Assist underfunded students	50.00
09.25.2017	BP Youth Baseball	Softball Field Concession Stand Project	1,000.00
09.26.2017	Theresa Kuhlmann	General Support	45.00

Abstract:

It is impossible to educate students and prepare them for the world they will be entering without using a device to facilitate learning. The top ten jobs students entering Kindergarten this year will be vying for simply do not yet exist. In the past learning was something we needed to be taught by people or gain access to a specific book we could read. Providing a device to students gives them access to unlimited information and the ability to ask questions and get answers. For the first time in history we have completely leveled the learning playing field by offering access to unlimited information, much of which students will learn through self discovery, and much of which we would have never have thought to teach them. The ability to allow students to deeply pursue their passions and personalize their learning at the highest of levels is possible as long as each students has access to unlimited information.

Our commitment to providing all students a device ensures all learners will have engaging and empowering learning experiences both in and outside of school that prepare them to be active, creative, knowledgeable, and ethical participants in our globally networked society. Over the last year we have met with every grade level/content area to gather their feedback on the direction we should move with providing a device to all of our learners. This provided us with quantitative information about the direction the district should pursue. We sent out a survey asking specific questions to all staff members and students about the impact of devices on learning and which device they prefer. Combining this qualitative data with the quantitative data from grade level/content area meetings provides us with comprehensive information to inform our decision moving forward.

Vision:

We will ensure rigorous and relevant learning opportunities that offer on-demand experiences available to students at anytime and anywhere. These experiences need be flexible and adaptable to individualize, differentiate, and personalize the learning experience for all students, preparing them to be lifelong learners that will be successful in a global society.

Digital Learning Initiative:

Technology clearly plays a significant role in our lives and the lives of our students. In an educational setting, technology and digital tools can be extremely advantageous for accessing, processing, and producing content as well as enhancing instruction in the classroom. Technology also allows students to collaborate in ways that were not previously possible, and the integration of digital tools helps to ensure that students develop skills necessary to be successful in today's world. Those skills are not only transferrable between content areas, but also applicable to future academic and job-related tasks.

By providing equitable access to educational technology, we have already noted many benefits including the following: increased organization, flexible submission of work, more frequent communication between teachers and students/families, access to more current resources, seamless collaboration, differentiated learning experiences, and more. Our two main areas of focus through the 1:1 program are **individualizing instruction** and **improving 21st century skills**. Other goals of the program include the following:

- Increase student engagement
- Accelerate learning
- Promote rigor and relevance
- Reduce achievement gaps
- Provide immediate feedback
- Increase access to anytime learning
- Encourage collaboration
- Inspire creativity and innovation

Quantitative Survey Summary From Staff

Key Findings

In the first question we asked staff their preference on which learning management system they would prefer to use. Sixty-one (61) indicated they preferred to stay with Schoology and twenty-four (24) people indicated they would like to look at another option. We will continue working with Schoology and work with staff who preferred another option.

The second question we asked was what device would staff prefer between Chromebooks and Ipads. Fifty-three (53) staff members indicated they wanted to continue with Ipads and twenty-six (26) staff indicated they would prefer chromebooks.

- One of the staff members who indicated they prefer we stay with Ipads commented that the last district they were in switched from Ipads to Chromebooks and the staff were left very disappointed.
- Staff who indicated they preferred we move to Chromebooks overwhelming indicated the desire to switch was so students could have a keyboard.

Summary Findings

As a result of this data the recommendation is that the Belle Plaine Public School continue to move forward with Ipads and pursue a case option that also provides a keyboard.

Quantitative Survey Summary From Students

Key Findings

We asked students nine key questions about how the 1x1 Ipad technology initiative impacted their learning. There were 917 responses from students. Below are a summary of the questions we asked and the student response.

1. The use of technology is important to my learning?
 - a. 70% Agree
 - b. 30% Disagree
2. Technology makes my classes more interesting?
 - a. 74% Agree
 - b. 26% Disagree
3. Using the Ipad helps me review and practice class materials for the test?
 - a. 67% Agree
 - b. 33% Disagree
4. I feel like I am better prepared for the future having an Ipad being a part of a 1-to-1
 - a. 63% Agree
 - b. 37% Disagree
5. The Ipad screen and keyboard are adequate for my needs?
 - a. 57% Agree
 - b. 43% Disagree
6. I can write in digital ink on the Ipad as well as I can write on paper?
 - a. 36% Agree
 - b. 64% Disagree
7. The Ipad helps me stay organized?
 - a. 65% Agree
 - b. 35% Disagree
8. I can type on the Ipad screen as well as I can type on a desktop?
 - a. 48% Agree
 - b. 52% Disagree
9. The use of technology allows for more individual feedback and further understanding of my skills?
 - a. 68% Agree
 - b. 22%Disagree

Summary Findings

The key to reviewing this data to establish reliability and validity is to examine question numbers 6 and 8. In both of those examples students disagreed with the questions more than they agreed. This establishes a level of honest response to each of the questions because it flipped the trend from the other answers.

Student responses indicating the Ipad has improved students ability to learn, creates more engaging classrooms, preparing them for the future, makes them better organized, and personalize their learning. All of those areas over sixty percent of students indicated technology has enhanced their learning experience.

Three areas that provided additional reflection for us focused on the size of the screen, ability to write on the screen with accuracy, and the use of the keyboard. Students indicated all three of these areas are areas of concern. As a result of these findings we are going to move forward with full size Ipad and cases that have keyboards. Keyboards are a concern that was raised by both students and staff.

Qualitative Feedback Summary From Staff Meetings

Key Findings

We had the opportunity to meet with all district teaching staff so they could share their perspectives on technology. We centered the conversation around what things are going well with technology, what are some changes we need, and what are some areas of support. ***Staff overwhelmingly supported that we stay with a one-to-one computing experience for students.*** If we were to pull back our one-to-one initiative now it would be impossible to deliver the overall learning experiences we support today.

Grade levels shared ideas that technology made an impact and staff support this developmentally for all learners. The staff in kindergarten indicated, if given a choice at the beginning of implementation, they would have opted to only receive 6-8 devices per classroom. However, now if we were to take the one-to-one away it would have an impact on their teaching. PK-2 currently use RAZ Kids, LEXIA, and IXL to individualize and personalize the learning experience in math and literacy in ways they could not have imagined before this experience. Staff strongly support staying with the Ipad because of the interactivity and dexterity.

Other highlights from staff included the move to JAMF. This has helped significantly with the management of the devices and makes the teacher utilization and management much easier. The recent rollout Apple School Manager has been a huge success. Staff can see every student's Ipad in their classroom on their teacher device. This allows them to click and see real time what students are working on and areas where they maybe struggling.

The strongest recommendation for change from staff K-12 was the idea of adding keyboards. They were very concerned about students not learning keyboarding skills and that the on-screen Ipad keyboards are difficult to type on. This was also confirmed in our student survey where students indicated keyboards would be a huge help to them and their learning process.

Overall, through discussion and hundreds of teacher observations it is impressive to see the amount staff who utilize the devices to enhance and personalize the learning experience for students. I think it is important to recognize and commend the work of our staff to implement the utilization of technology with fidelity. We recently had another district visit to look at our actions. Although they were one-to-one prior to us they were amazed at our implementation. When we visited their district to look at another program we saw very little utilization of the devices. This comparison helped secure my belief that we have a great start on the one to one work and we can continue to serve students in this capacity.

Summary Findings

Staff overwhelmingly support the one-to-one which aligns with what the student summary data indicated. Staff also indicated a need for adding keyboards as well as address the screen size.

Board Report
October 16th, 2017
Oak Crest Elementary
Liann Hanson

Appreciation:

- **Wolf Ridge** Students and staff will participate in a week long field trip at Wolf Ridge starting on Monday, October 23rd. Thanks to our staff, our volunteers, and our parents who make this program successful!
- **Professional Learning Communities** We have started our weekly PLC team meetings. Teachers are looking at developing and/or refining their common summative assessments. This helps us know if a student has met a standard or not. Thanks to all the teachers for all their hard work!
- **Pepfest** Thanks to the high school students and staff for a great pepfest! OC's student and staff loved it and had a good time!

Acceleration:

- **Backpack Program** The Belle Plaine Food Shelf and our Backpack Program started the weekly delivery of food bags to students that have opted into the program. We offer two servings of breakfast, 2 servings of lunch, and 2 fruits. The Oak Crest Student Council packed bags for this month. We are looking to partner with the High School groups to have them help pack the bags second semester!
- **Read-a-Thon** We had our Fundraiser kickoff on Friday, September 22nd. Students took the next week to read 20 minutes a day to raise money for our schools! We raised approximately \$14,000.
- **Homecoming Week** We had a fantastic week of Homecoming! Students had spirit days in which they wore pajamas, had crazy hair or hats, wore sporting apparel, Disney wear, and wore Tiger gear! It was a fun week!
-

Anticipation

- **MPR Copper Street Brass Band** Students will have the opportunity to listen and learn from the MPR Copper Street Brass Band on Monday, October 16th.
- **Nature and Science Field Trip** Students in 3rd-5th grade were invited to participate in the Nature and Science Conferences on Tuesday, October 24th. We have a large contingency of Oak Crest students attending.
- **Halloween** We will not be having a Halloween parade on Monday, October 31st. 3rd and 4th grade students and classes will be rotating from class to class in each respective grade level playing games and doing activities/crafts. Each student will be visiting each class in their grade level. 5th and 6th grade will be having Halloween parties in their classrooms!
- **All School Meeting** We also have our All School Meeting on Friday, November 3rd at 2:25 PM. We will be having sharing from our 6th graders on Wolf Ridge, 5th grade will be doing the greeting, and there will be news and announcements. We will also celebrate our Bus Riders of the Month!
- **Writer's Round Table** **Writer's Round Table is now called Author's Celebration.** We have our first of the year Author's Celebration on Friday, November 10th to honor our great student writers.
- **Veteran's Day Program** Our annual Veteran's Day Program will be held on Friday, November 10th at 2:10 PM at Oak Crest
- **Parent/Teacher Conferences** We will have our Parent/Teacher Conferences on Monday, November 13th and Thursday, November 16th. We hope for a great turnout of parents and students!

**Community Education
School Board Report
Mindy Chevalier
October, 2017**

Youth Rec/Youth Enrichment/Drivers Training

- We host the 5th and 6th grade Volleyball end of the year tournament this weekend! There are so many teams we are hosting at Oak Crest and the High School.
- K-6 Winter Basketball registrations are open and we are working with the BP Basketball Association this year again with our 5th and 6th graders.
- 3on 3 basketball is underway and we have 60+ kids 3rd-6th grade.
- Fine Arts Offerings
 - You're On Stage - Acting class
 - Craftmasters

Preschool/Kids Co/Wraparound

- Thanks to the Fire Department for a great Fire Prevention Week!
- Wraparound - Up to 15 kids!

ECFE

- Thanks to the BP Police Department, BP Fire Department and Ambulance crew for their participation at the Vehicle Fair the end of September! Your support is appreciated!
- ECFE and PAC are hard at work planning for the Halloween party and Holiday Express!
- Conversations revolving around classes for the winter brochure have begun!

Adult Rec/Enrichment

- Country Western 2-step is underway!
- AAA Smart Driver Courses will be held in October and November this fall.
- Weight Room and Strength Training Class in the Belle Plaine HS weight room.
- Winter programming is on the forefront of our conversations. Cooking classes, kickboxing classes and potential yoga & pilates! Stay tuned....

Outreach & City Programs & Communication

- Members of the Belle Plaine Food Shelf are hosted a Community Connections day of sharing Community Resources @ Chatfield Elementary from 4:00pm-7:00pm on Thursday, September 21st. Local and Scott Co. Service providers will be on site to talk to families about resources in the area of: Knowledge of Housing, Employment, Supplemental food programs and energy assistance. Vouchers to local hair care establishments and the Thrift Store will be provided to those seeking employment opportunities. The turnout was "OK" and there are plans in the works already for next year!
- Community Ed Advisory Meeting on Oct 3rd was a great meeting to update everyone on the wrap up of summer programming, the kickoff on fall programming and ideas being generated for the winter brochure.
- Belle Plaine Community Ed has met with Ridgeview in regards to running

programing out of their multipurpose room. We will meet again next week to discuss some potential options: yoga, aerobics, pilates have all been discussed. We are excited to have the conversations moving forward!

- **We assisted with the kickoff of Kingspath by allowing them access to our Oak Crest Parking Lot and having the Tiger Mascot there to welcome people! They had a great turn out!**

Board Report
October 11, 2017
Chatfield Elementary
Kimberly DeWitte

Appreciation:

- Thank you to all of the classrooms for carrying through with THE TIGER WAY this school year.
- The second grade team will sponsor Monday Morning Munchies on October 26th between 7:40-8:15.
- Thank you to the PTO for organizing the fundraiser and to all the families for helping to raise money for our BK-6 students.
- Thank you to the BP Volunteer Fireman for sharing your knowledge with the Chatfield students. They learned a lot and loved your presentation!
- Thank you to the high school Homecoming Royalty for coming to our All School Morning Meeting and sharing your enthusiasm with our students.
- Thank you for Jessica, Ashley, Jamie, and Kelly for working with me to develop learning plans that are benefiting students.
- Thank you to the entire Chatfield team as we work through the shortage of substitutes.

Acceleration:

- The PLC teams are continuing to meet to talk about students and data. Flex reading and math started in grades 1 and 2. The teachers and students are learning about each other and developing learning communities that benefit all students..

Anticipation:

- October 27th at 8:30, the top fundraisers in each class will be racing their teacher, then the top 12 students will race, and then the top 4 will race Ms. DeWitte.
- Halloween Parade, October 31 at the high school. Doors will open at 1:30, the parade begins at 2:00 and will conclude by 2:30. We are also accepting food shelf donations as you enter to watch the parade.
- Hearing and Vision screening for Chatfield students will take place on October 25th.
- PTO Movie night on November 3.
- Parent/Teacher Conferences on November 13 and 16 from 3:30-7:30.

Belle Plaine High School
School Board Report
Submitted by Dave Kreft and Mindy Chevalier
October, 2017

Appreciation:

- Homecoming Week was again a success! Sibel Dikmen and Amie Hohenstein were in their first years as advisors and did a marvelous job of planning and communicating. Since we have an advisory schedule and an activity day schedule, none of our classes were completely missed during the week. Some of the highlights:
 - Monday - Coronation with Justin Johnston as the student selected speaker. Doors decorated with school spirit during advisory.
 - Tuesday - AirJam with three grade levels competing - including a brave group of 7th graders!
 - Wednesday - All School Relay with each grade level having a team. The annual Student Council Beanbag tournament had over 100 participants!
 - Thursday - Scavenger Hunt during advisory - there was high student participation and energy for the 30 minutes of the activity!
 - Friday - PepFest with Oak Crest joining us and bringing the energy they always bring. We had a strong community showing as well.

Acceleration:

- Our first academic check is complete. Since we have data from the academic check and data from the students who were pulled during advisory, we were able to analyze the numbers to determine if the students failing were being addressed during advisory. In most situations, the students were being pulled by teachers in areas of concern. This year the academic check week happened to fall during the same week as Homecoming, which limited the opportunity to connect with students in need. I appreciated how valuable advisory has become in a short period of time. Next year Homecoming Week is a week earlier.
- The Grading for Learning Committee met for the first time this month. We have representation from each department. The key topics were:
 - How are we utilizing advisory? What constitutes a student being pulled in to your classroom? Missing work? Reassessment? Absenteeism?
 - How did the first academic check go? Any changes we need to make for academic check #2? Academic check #2 is in early November, at the time we used to call end of 1st quarter.
- We have had early success with the sub-less math classroom. Teachers are providing materials electronically and are stationed in the commons area or media center (if it is lunch time). Attendance is taken by an adult. The students have given positive feedback on the freedom of asking classmates questions about the material, since math subs generally have a more difficult time answering questions. Feedback from the math teachers has also been positive, with a formal revisiting of the process taking place at the end of the month.

Anticipation:

- Junior High Activity Night is approaching! It will be held on October 27th and again will have a Halloween theme. Students are always excited for the music, the food, the open gym, and the video games they can play. We always appreciate Ross Nelson's leadership for these nights as the student council advisor.

Dave Kreft
Jr/Sr High Principal
Mindy Chevalier
Asst. Jr/Sr High Principal
Community Ed Director
Liann Hanson, Ph.D.
Oak Crest Elementary Principal
Kim DeWitte
Chatfield Elementary Principal



Ryan Laager, Ed.D., Superintendent

Mary Mesler
Student Support Services Director
John Bergs
Activities Director
Margot Hansen
Curriculum & Assessment Director
Jeff Heine
Buildings & Grounds Director
Chuck Keller
Business Manager

October 2017 Board Report

Belle Plaine School District #0716 Student Support Services Update

- Will be attending the Regional Director Committee meeting and Southwest Metro Director meeting on Friday, October 12th.
- Preparation for our Due Process and Fiscal Monitoring
 - Data submissions
 - Developed a schedule for the Due Process Monitor. The Monitor will be visiting our District on Monday, October 16th. The purpose of the visit is to spend time in all of our buildings and observe the special education programs.
 - Completed a written Director Interview
 - Sent instructions to 76 staff members chosen to complete an on-line special education survey. The survey will be open between 10/2 and 10/31/17.
 - Attended a Record Review Training at MDE on Monday, 10/9, and Tuesday, 10/10. The training was a train-the-trainer on how to complete special education file reviews. Belle Plaine will have to complete 19 file reviews and submit the results of those reviews by January 1, 2018. We have until March 1, 2018, to correct any citations found during the review.
 - Will attend a Fiscal Monitoring training in November.



Proposal to



BELLE PLAINE
PUBLIC SCHOOLS

Managed Phone System Solution

July 5, 2017

Presented by:

Scott Ralph, Enterprise CPE Account Executive
(320) 983-2112 or (952)892-8798
Email: scott.ralph@ftr.com

July 5, 2017

Belle Plaine Public Schools

130 South Willow St.
Belle Plaine, MN 56011

Attention: Chuck Keller, Business Director

Re: Managed Phone System Solution

Mr. Keller:

On behalf of Frontier Communications, thank you for giving us the opportunity to provide a quote for the purchase, installation, activation, testing, and training of a replacement telephone system for Belle Plaine Public Schools. Frontier commits to being the conscientious and dedicated partner that can deliver the solutions and technology the District requires to fulfill your needs.

With Frontier, you can consolidate all your telecommunications products and services with one provider, giving you advantages such as:

- **One Company** for any issues impacting your critical internal and external voice communication system. This will prevent the District from having to deal with multiple vendors for upgrades or troubleshooting.
- **Direct Access** to dedicated account management, engineering, and billing resources. This means dealing with people who know the District, your product, and you.
- **Leading Edge**, Reliable Services supported by Frontier technicians and around-the-clock network monitoring.

The reliability, security and functionality of the communications system provided to Belle Plaine Public Schools is our first priority. Your account team includes experienced engineers and technicians. We are available to serve you before, during and after installation. Should you have any questions or if you would like additional information please do not hesitate to contact us.

Sincerely,

Scott Ralph

Scott Ralph
Account Executive
(320) 983-2112
scott.ralph@ftr.com

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Restriction on Disclosure and Use of Data:

This proposal includes data that shall not be disclosed outside of your organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than in connection with your evaluation of this proposal. If, however, a contract is awarded as a result of, or in connection with, the submission of this proposal, you shall have the right to duplicate, use, or disclose the data only to the extent provided in the resulting contract. This restriction does not limit your right to use data contained in this proposal if it is lawfully obtained from another source without restriction or to disclose such data as may be required by law. If your organization is required by law to disclose such data (including, without limitation, pursuant to any Freedom of Information Act request), you shall timely notify us of such compelled disclosure so that we have a reasonable opportunity to limit or challenge such disclosure.

Executive Summary

To get the most out of its telecommunications expenditures, Belle Plaine Public Schools requires a technology vendor that can address its request for specific services while maintaining a clear understanding and shared vision of its business objectives and plans for growth. With our comprehensive product portfolio, broad technical expertise, history of innovation, and consultative approach to sales, we believe that Frontier Communications is the right partner to help Belle Plaine Public Schools choose, implement, and manage the products and services that can enhance, and even transform, your business.

Frontier Communications Corporation, a communications company, provides regulated and unregulated voice, data, and video services to residential, business, and wholesale customers in the United States. Frontier also provides data and Internet services, which include residential services comprising high-speed Internet, dial up Internet, portal and e-mail products, and hard drive back-up services; and commercial and carriers services, such as metro Ethernet; dedicated Internet; Internet protocol, optical, multiprotocol label switching, and TDM data transport services. Frontier was formerly known as Citizens Communications Company and changed its name to Frontier Communications Corporation in July 2008. Frontier Communications Corporation was founded in 1927 and is based in Stamford, Connecticut.

On behalf of Frontier Communications, our Vice President of Sales for the Frontier Central Region, Dan Sullivan, Director – Customer Premise Solutions, Rob Shippy is authorized to obligate and execute contractual agreements between respective entities. Scott Ralph, Account Executive representing Frontier Communications is authorized to negotiate the contract on a moving forward basis. Scott Ralph, Account Executive can be reached directly at (320) 983-2112 or (952) 892-8798-, or via email:

scott.ralph@ftr.com

Overview

In order to choose the most qualified vendor, we believe that, along with a solid technical solution, the Belle Plaine Public Schools should consider the following evaluation criteria:

- Local Presence
- Employees who live in your community
- Experience and Technical Capability
- Customer-Focused Support and Technical Expertise
- A Single Source for All of Your Telecommunications Services
- Robust and Reliable Network Services
- Technology Leadership and Guidance

In the following sections, we will address these criteria to show how Frontier Communications is uniquely positioned to serve as strategic partners that can help the Belle Plaine Public Schools meet its immediate communications needs and enable it to realize the long-term strategic and economic benefits that current and future technologies can provide.

Benefits to Belle Plaine Public Schools of a Frontier Solution

Local Presence with Employees who live in your community

Frontier Communications has a strong workforce of employees who live and work in your community. They are there to support your community with their tax money, and by supporting other local businesses that help make this area great and thriving. They take pride in your/their community and will ensure your communication needs are taken care of properly and in a timely manner.

Experience and Technical Capability

With tens of thousands of customer relationships, we have a proven record of bringing the benefits of advanced communications to businesses nationally.

As a facilities-based telecommunications company, we can provide true integration of voice services for Belle Plaine Public Schools. Our ability to provide a single- source, end-to-end solutions in many areas sets us apart from other communications providers. And our tailored solutions allow customers like Belle Plaine Public Schools to improve operating efficiencies through enhanced technologies, consolidate networks and services, and most importantly, contain costs.

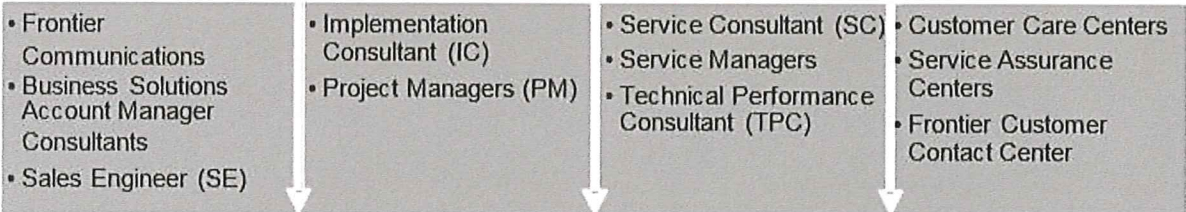
Customer Focused Support and Technical Expertise

Experienced professionals provide layers of support for our customers and our network.

Frontier Communication customers are served by an integrated, client focused sales and support team with experienced professionals at all stages of a project, from solution development through implementation and ongoing customer service and support. In addition, we have a large, specialized technical staff of certified engineers that supports all of our products and services. In our Network Operations Centers, skilled technicians monitor the network for optimal efficiency 24 hours a day, 365 days a year. Our Customer Service Center teams are committed to first class customer service and to ensuring that the service we provide exceeds your highest expectations.



Experienced Professionals



Frontier Communications—Integrated Support from One Provider. Business, technical, and service professionals provide coordinated, ongoing support.

Our Frontier Enterprise Center empowers customers with more control over daily business functions such as account, invoice, and network management.

The Frontier Enterprise Center is a one-stop portal for accessing critical information and resources to manage your Frontier Communication services online. The integrated portal, available via secure access 24/7, offers a host of applications that support a full business life cycle and enable you to save time, control costs, and manage your Frontier services. You can:

Obtain seamless access to critical data and tools. Make information, and quick decisions about your network with near real-time access to information. Monitor and manage your network's performance statistics.

Help improve productivity and control costs. Streamline your business processes with a direct communications line to Frontier. Manage your invoices electronically to reduce the costs associated with storage of paper invoices and disposal.

Self-manage your products and services. The portal offers you a virtual communications center to make it easier to do business with us. The portal empowers you with anytime control of your network, from virtually anywhere across the United States.

A Single Source for All of Your Telecommunications Services

As a full-service communications provider, Frontier Communications can provide customers, like Belle Plaine Public Schools, the integrated communications solutions that today's businesses demand.

Frontier Communications is well-positioned to provide true one-stop shopping for business customers. Our comprehensive product, services, and solutions portfolio covers enterprise essentials for building, securing, and managing networks and the applications that run on them.

Technology Leadership and Guidance

Frontier Communications offers one of the industry's most comprehensive portfolios of communications services designed to help you compete and succeed in the 21st century.

We can help Belle Plaine Public Schools gain competitive advantages through both current and next-generation communications, collaboration, and multimedia technologies. In addition, we have augmented our communications portfolio with expert professional services that:

- Provide strategic integration of communications technologies and built-in architectural agility to respond to future needs and growth.
- Can help update outmoded technologies within an agency's current infrastructure and keep the technology up to date.
- Supplement an enterprise's core skills with Frontier's IP expertise.
- Keep abreast of advanced solutions and how to best deploy and manage new offerings while controlling disruptions, security breaches and unnecessary worker downtime.

Take full advantage of our network capabilities to ease the management and deployment of new technologies as well as provide ongoing insight into potential challenges before they become resource-draining problems. We can provide the resources and expertise that companies need to deploy and manage new communications technologies so that they can focus on what they do best: using new tools to increase speed to market, boosting creativity, enhancing idea sharing and cross-departmental cooperation and, most importantly, accommodating and anticipating their customers' needs.

Frontier Executive Summary



Frontier Communications is pleased to present our solution for Belle Plaine Public Schools VoIP Phone System project. **Based on information provided and our initial meeting, Frontier Communications has a complete understanding of the requirements; however, we do reserve the right to negotiate any mutually beneficial terms as agreed upon by both Belle Plaine Public Schools and Frontier Communications.** Please see Frontier FSA and CPE Purchase Schedule included.



Our Story

We are **Frontier Communications**: A leader in providing communications services to urban, suburban, and rural communities in 29 states. Frontier offers a variety of services to residential customers over its fiber-optic and copper networks, including video, high-speed internet, advanced voice, and Frontier Secure® digital protection solutions. Frontier's video offerings include Frontier FiOS® and Vantage TV by Frontier™ with 100 percent HD picture quality, Total Home DVR, instant channel change, enhanced search, Video on Demand, and much more. Frontier Business Edge™ offers communications solutions to small, medium, and enterprise businesses. More information about Frontier is available at www.frontier.com.

Employees: 28,000

Website: www.frontier.com

Incorporated: 1935

Stock Ticker: FTR

States Served: 29

Headquarters: Norwalk, Conn.

Our Leadership

Daniel McCarthy, President & Chief Executive Officer

Ken Arndt, EVP, Commercial Sales

Steve Gable, EVP & Chief Technology Officer

John Lass, EVP, Field Operations

Perley McBride, EVP & Chief Financial Officer

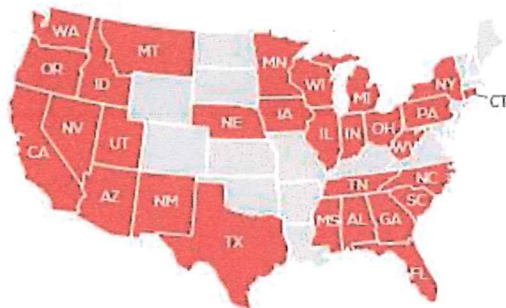
Cecilia McKenney, EVP & Chief Customer Officer

Mark Nielsen, EVP & General Counsel

Tim Travaille, EVP, Operational Transformation

Kath Weslock, EVP & Chief People Officer

Our Footprint



Frontier Communications

1/20/2017



We create human connections. Not just digital ones. And we are relentlessly dedicated to delivering easier customer experiences, every day.

Our Values

We put our customers first

We treat one another with respect

We keep our commitments

We are ethical in all of our dealings

We are innovative and take the initiative

We are team players

We are active in our communities

We do it right the first time and continuously improve

We use resources wisely

We use Frontier products and services

We have a positive attitude

Our Commitments

We live and work in the communities we serve.

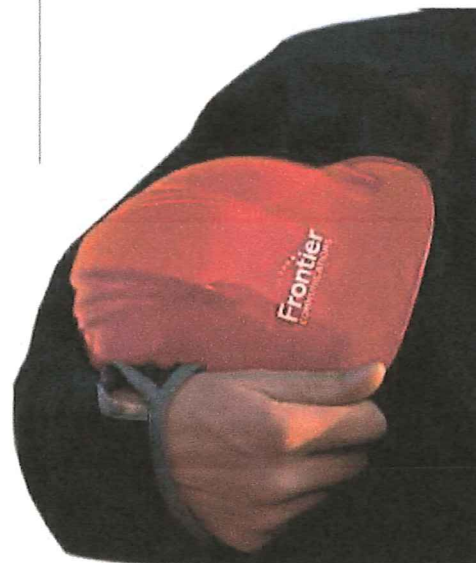
We are friends and neighbors and subject matter experts on the best communications technology for your home and business.

We focus on our customers and are empowered to make the right decisions for you. We support programs and initiatives important to our communities.

We live Our Values every day.

We support those who served and continue to serve our nation.

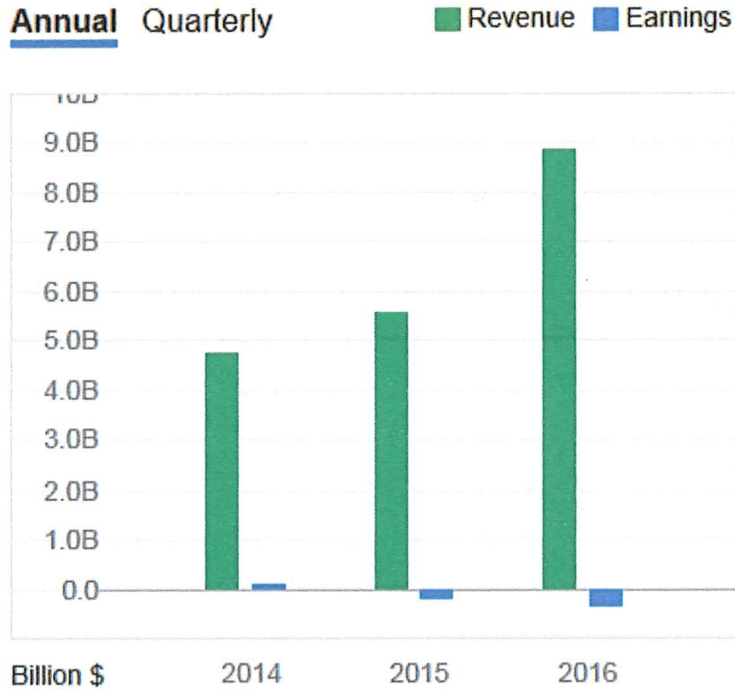
We are a proud member of the Military Spouse Employment Partnership, The 100,000 Jobs Mission, The Employer Partnership of the Armed Forces, Honor and Remember, and Joining Forces.



Frontier Business Summary



Frontier Communications Corporation (NASDAQ: FTR) is a Fortune 500, S&P 400 company providing communications services to urban, suburban, and rural customers in states. Frontier Communication headquarters is located in Norwalk, Connecticut.



In a continuing effort to "go green", an income statement and consolidated balance sheet have been included as a reference to Frontier's financial health. Frontier publishes its financial information at the following website.

<http://investor.frontier.com>

Solution Overview

MiVoice Office

We propose MiVoice Office because it is the ideal platform for small and medium businesses interested in the latest technology and applications but not yet ready to go with a pure IP solution. Through MiVoice Office, Belle Plaine Public Schools will be able to blend your voice system with the data network, creating an efficient, cost-effective communications environment.

The MiVoice Office solution natively provides both digital and IP capabilities, so you will be able to easily adapt your system and grow it at your own pace. Its feature-rich network capabilities effectively connect geographically dispersed staff and locations, whether linking offices and applications together over a data network or deploying digital and IP phones to on-site employees.

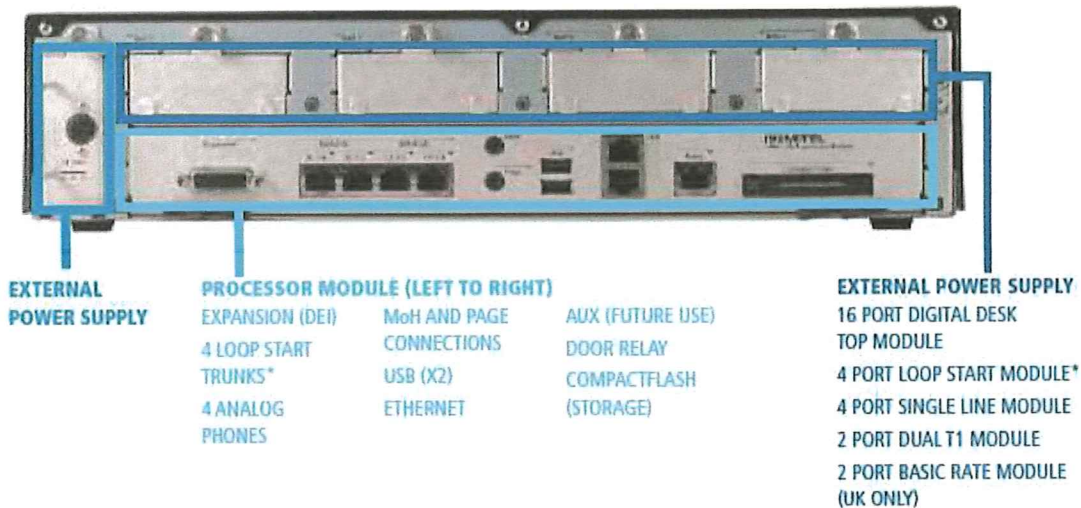
Frontier's bid with the Mitel MiVoice Office platform is utilizing IP phones across the district.

Able to support 250 users in multiple sites, MiVoice Office offers a complete suite of business applications out of the box including unified voice messaging, hot desking, Meet-Me Conferencing, ACD and enhanced mobility with Dynamic Extension Express and teleworking. In addition, it supports the same award-winning Mitel Unified Communications Application portfolio that is used with the Mitel enterprise platform, MiVoice Business.

Hardware Platform

At the core of MiVoice Office is the HX Controller, a scalable hardware platform that inherently supports both digital and IP telephones. The HX Controller comprises a chassis and a processor module. The chassis incorporates the module slots, an LCD display (for viewing system status, alarms and performing some basic administrative actions), an HX processor module, and two USB ports: USB A for system backups and USB B for technicians to run diagnostics. The HX Processor Module runs MiVoice Office software, which provides a wealth of features. It also delivers a Door Relay, Paging, and a Music on Hold port, four analog trunks, four analog extensions (without the need for extra modules), and a LAN port to connect onto the network. Along with these, it offers the capability to connect additional expansion bays, if required, to scale the solution.

The HX Controller can support devices and network connections from a traditional telephony model (e.g., digital handsets, T1 network connections, BRI network connections) as well as pure IP (SIP trunks, IP handsets). The system provides the resources for managing the necessary translation from one environment to the other. Additionally, the HX Controller provides the necessary DSP resources to support services such as T.38 fax over IP and G.729 compression between IP and TDM devices.



The HX Controller is designed with handles for easy mounting in a standard rack.

Architecture

MiVoice Office is a robust IP communication solution. It is built on a 32-bit architecture using the Linux operating system and is packaged in a 1 U data-centric, rack-mountable chassis. The list below highlights its fundamental features:

- Linux operating system
- loop start, T1, T1/PRI, E1/PRI, SIP, and IP gateway trunk connectivity
- messaging, including basic voice mail and unified messaging
- networking over T1/E1 spans or IP
- compact flash memory card for storing system applications, customer database, and voice mail messages/applications
- USB flash drive for backing up voice mail
- Support for a full range of Mitel IP and digital desk and wireless phones
- digital signal processor (DSP) support of DTMF, ANI, conferencing, etc.
- power fail bypass circuitry
- wide area network (WAN) fail survivability

To keep the platform cost-effective, MiVoice Office Unified Voice Messaging (UVM) is integrated on a compact flash card. Compact flash storage improves system reliability because it does not have any moving parts.

MiVoice Office supports both a switched IP core and a traditional circuit-switched TDM bus. This provides the flexibility of supporting a complete IP implementation (phones, trunks, and applications), a TDM implementation (digital phones and trunks, analog phones and trunks), or a combination of both on a common IP platform.

Features

Embedded Unified Voice Messaging

For optimum availability and rapid response times, MiVoice Office offers a complete suite of voice-processing applications including unified messaging with e-mail synchronization, MP3 and WAV attachments, voice mail, message notification and retrieval, automated attendant, call routing announcements (CRA), Record-a-Call, and optional BlackBerry message formatting (BES). This includes 32 embedded voice mail ports and over 80 hours of voice mail storage (upgradable to 300 hours). Additional voice processing capacity and advanced features are available by installing the Mitel Phone Manager or Mitel Application Suite.

The embedded Unified Voice Messaging forwards voice mail to e-mail in MP3 and WAV format and supports the VPIM protocol for voice mail networking. The embedded messaging capabilities offer bidirectional synchronization of deletion and read/heard messages. This synchronization can be associated with e-mail mailboxes stored on Microsoft Exchange, and IBM Lotus Notes.

SMTP encryption is used to forward voice messages securely to e-mail servers.

Features

- password-protected user mailboxes
- a tutorial that assists new subscribers with mailbox setup
- simple message retrieval
- easy-to-use menus that allow users to send urgent (priority), private, or certified messages
- notification of waiting messages
- Record-a-Call—allows users to record a conversation and save it in their voice mailbox
- unified messaging with e-mail synchronization of deletions and heard/read messages; optional BlackBerry message formatting and MP3 attachments
- automated attendant application with recall destination
- basic messaging
- call diversion
- call screening
- cancel unheard messages
- cascading remote message notification
- centralized voice mail support
- configurable 7 and 9 key for saving and deleting messages (per mailbox)
- custom call routing announcements with digit translation
- directory services
- information storage
- optional G.726-32 compression
- “play only” mailbox
- return call via caller ID or to an extension
- Schedule Time-Based Application Router (STAR)
- supervised transfer
- system group lists
- un-delete message
- voice mail

- voice mail networking (VPIM, Digital and/or AMIS)
- caller ID
- Dialed Number Identification Service (DNIS)
- Direct Inward Dialing (DID)
- E&M
- MGCP
- PRI national ISDN-2 support
- SIP (via SIP server software)
- T1/OPX/Disconnect
- trunk group PRI call-by-call
- two-stage caller identification

The enhanced e-mail synchronization capabilities can be enabled by purchasing a single system-wide license, which also enables use of MP3.

A user can hot desk by using a feature code, a programmed feature key, or a menu soft key on any digital or IP phone. Hot desking is not supported for analog or SIP phones.

Meet-Me Conferencing

The Meet-Me Conferencing feature allows internal and external users to dial into a conference instead of being manually added by an internal user. It can even consist entirely of outside parties; an internal system user does not have to be present. In total, the 5000 CP supports up to 20 participants per conference and 40 simultaneous conference resources. Participants can initiate or join a Meet-Me Conference by dialing the Conference Assistant and entering the valid access code.

Remote Working

MiVoice Office's embedded remote working feature requires no server, no licensing and no additional cost. Included in the base MiVoice Office solution, this feature provides home workers, road warriors and day-extenders with seamless, secure access to the communication capabilities of head office. By using the same voice mail, conferencing and corporate security features as their in-office colleagues, remote workers can become more productive and in touch. At the corporate level, the remote working feature can lower overhead expenses and long-distance call charges.

The remote working capability can be implemented quickly and easily using a MiVoice IP Phone. Once head office's remote gateway is configured appropriately and its IP address entered by telephone keypad, the phone automatically establishes a connection to MiVoice Office and becomes registered as a valid extension of the office phone system.

Dynamic Extension Express

The MiVoice Office Dynamic Extension Express (DEE) mobility features enable mobile users to be reached with a single business number through any device at any location. Through mobile twinning, up to 10 of the user's devices ring simultaneously. The user picks up whichever device is being used (desk, cellular, home IP, home, Mitel UC Advanced softphone) or, if the user is unable to answer, the call will go to the office voice mail box.

If while on a call taken by cellular phone, the user returns to the office, the call can be transferred to a desk phone seamlessly using the Handoff feature. Handoff moves the call without interruption from one device to the other with a simple press of the Handoff feature key or feature code.

DEE also offers a cascading capability also known as step-wise routing. With this feature, the call rings the desk phone first. If it is not answered at the desk, it will ring the twinned device next. Besides eliminating unnecessary missed calls on the user's mobile phone, step-wise routing avoids the unnecessary use of costly trunks.

DEE features are configured by the system administrator. End users can turn DEE on or off via a feature key code or by using the voice-guided Configuration Assistant.

Auto Attendant

The MiVoice Office auto attendant is a programmable feature that provides a direct automated call-answering service. Alternatively, it can provide back-up call answering for multiple departments or the entire system. Auto attendant can be operational full time or can be programmed to only take specific calls.

A system call routing announcement application utilizes digit translation to enable the caller to dial a station, voice mailbox, a fax-on-demand application, or hunt group. The layered call routing announcement capabilities with digit translation allow users to create auto attendant trees and various levels of programmable digit-translation nodes.

Phones and Communications Appliances

Phones and Communication Appliances Overview

Mitel phones and appliances are designed to meet the needs of the individual user. We offer a diverse selection of phones that not only address specific user styles, but also work together seamlessly from MiVoice Office. From entry-level phones to touch-screen phones, wireless devices to remote worker models, each Mitel phone provides the high quality and feature richness for which Mitel is renowned.

The Mitel phones described below provide one-touch access to sophisticated system features. Some models feature intuitive GUIs, soft keys and presence integration. Others have multi-button configurations and programmable keys. Special features like touch-screen displays and remote worker or hot-desking support save time and add value for high-contact phone users.

On top of being reliable, secure desktop devices, Mitel phones can be industry-tailored to suit both standard and specialty applications including industry-specific terminals for attendants, contact center agents, and command-and-control applications.

Mitel phones are designed with energy conservation in mind. Even executive phones with large backlit displays draw from 2 watts to 3.2 watts of power. This low energy consumption becomes important when you multiply hundreds of phones by the wattage consumed. To take this a step further, the MiVoice 5300 Series IP Phones automatically power down when not in use, turning off the LCD backlight to use 80 percent less energy than when in full power.

5330 IP Desktop Telephone



The Mitel 5330 IP Phone provides a large graphics display with 33 programmable self-labeling keys. It is ideal for enterprise executives, managers and employees and can be used as an ACD agent, a supervisor phone, or a teleworker phone. The 5330 IP Phone supports hot desking and clustered hot desking as well as resiliency.

It is also available as a Gigabit Ethernet-enabled variant. The 5330 Gb variant operates in a 10/100/1000 Mbps Ethernet (GigE) LAN environment. It provides a three-port 10/100/1000 Mbps Layer 2 switch that allows the IP phone and a GigE-equipped PC to connect to a GigE LAN. It also supports the IEEE 802.3af Power over Ethernet standards, eliminating the need for a separate power supply to power the IP Phone.

Features

- large backlit graphics display (160 x 320 resolution) with auto dimming
- 33 programmable, multifunction, self-labeling keys, provided in three pages of 11 keys each (for speed dialing, line appearances, feature access)
- hands-free speakerphone operation (full duplex)
- peripherals and modules support: wireless LAN stand, gigabit Ethernet stand
- dual-port IP phone (10/100 Mb integrated Ethernet switch)
- 12 fixed function keys: Hold, Settings, Message, Speaker, Mute, Transfer, Redial, Cancel, Volume/Ringing/Contrast Up & Down, Previous Page, Next Page
- dedicated headset interface
- supports remote workers
- support for MiNET protocol
- 802.3af power compliant (IEEE standard)
- supports IEEE 802.1p/q for voice Quality of Service
- designed for power conservation: 3.2 watts typical (idle) power consumption

5304 IP Desktop Telephone



The Mitel 5304 IP Phone is an economical dual-port, entry-level display phone that takes up little space on the desktop. With a two-line, 20-character backlit display and seven programmable multifunction keys, it is ideal for users who require access to basic telephony and messaging services. Despite its small size, it offers a high level of functionality and flexibility.

Features

- two-line x 20-character backlit display with auto dimming
- two lines with LED indication: one prime line and one programmable key with LED
- seven programmable keys: speed dials, feature access codes, paging, conferencing, voice mail access, etc.
- paging and page receive capability
- direct page and group page support
- V4 handset (3.4 KHz)
- incoming call visual indication
- message-waiting indication
- adjustable Volume Up/Down
- adjustable Ringing Up/Down
- adjustable speaker (paging) volume
- 12-button numeric keypad
- speaker for receiving pages
- wall-mountable (optional)
- multiple powering options (802.3af compliant)
- ADA compliant (HAC handset)
- small size (26.5 cm x 10 cm or 10.5 inch x 4 inch)

- designed for power conservation: consumes just 2 watts in typical (idle) mode

Mitel IP Programmable Key Modules 12 and 48



The 12-Button and 48-Button Programmable Key Modules (PKMs) extend the capabilities of the MiVoice 5324 IP Phone and 5224 IP Phone with additional LED indicators and 12, 48 or up to 96 additional buttons. The IP PKM Interface Module added to an IP phone allows the IP PKM 12 or 48 to be easily connected to the IP phone without an additional LAN port.

The additional personal keys can be programmed as feature keys, speed call keys, Direct Station Select (DSS) keys, or line appearance keys. Each has a line status indicator that works the same way as those on the associated telephone. They can be programmed easily through the telephone or by the system administrator.

Cordless Handset and Cordless Headset



The Mitel Cordless Handset and Mitel Cordless Headset offer unprecedented convenience and corridor mobility for MiVoice 5330 IP Phone and 5340 IP Phone users. Users can communicate on their desk phone up to 300 feet (about 100 meters) from their desk.

Features

- initiate Call/End Call key
- volume control keys
- Mute key
- built-in ringer (cordless handset)
- ability to place outbound calls while mobile with programmable Auto Speed Dial when off hook
- Speak@Ease or "0" or secretary speed call
- LED indicators on the cordless module, handset and headset indicate both connectivity and charging status
- eight hours talk time
- 43 hours standby time
- warning tone when out of communications range
- support for two cordless devices (handset and headset) per cordless module
- integrated cordless headset functionality eliminates the need for a handset lifter
- DECT-based design: DECT 6.0 cordless technology provides higher quality voice transmission, density, and less interference compared to Bluetooth

Mitel MiVoice Office Managed VoIP Communication System Solution

Qty	Part #	Description	Unit Price	Extended Price
		JR/SR High School		
1	50006500	2GB Compact Flash MiVoice Office 250 NA	\$117.50	\$117.50
1	580.2702	Dual T1/E1 Pri TIM2 NA	\$525.00	\$525.00
1	840.0224	IP Networking Licence	\$1,050.00	\$1,050.00
62	840.0416	MiVoice Office License - IP Phone Cat D	\$73.50	\$4,557.00
1	840.0460	UVM Port License (Pack of 4)	\$525.00	\$525.00
1	52002686	MiVo Office IP Base Pack NA	\$1,047.38	\$1,047.38
5	54005233	Std SW Assurance MiVoice Office Base	\$300.00	\$1,500.00
1	50005663	5302/5304 Wall Mount Kit(16 Pack)	\$52.50	\$52.50
10	50006476	5330E IP Phone	\$210.00	\$2,100.00
68	51011571	5304 IP Phone	\$102.00	\$6,936.00
1	(i)View Micro	(i) View Micro Appliance	\$243.75	\$243.75
1	Lot	Installation Materials	\$125.00	\$125.00
1		Chatfield Elementary		
1	50006500	2GB Compact Flash MiVoice Office 250 NA	\$117.50	\$117.50
1	840.0224	IP Networking Licence	\$1,050.00	\$1,050.00
64	840.0416	MiVoice Office License - IP Phone Cat D	\$73.50	\$4,704.00
1	840.0460	UVM Port License (Pack of 4)	\$525.00	\$525.00
1	52002686	MiVo Office IP Base Pack NA	\$1,047.38	\$1,047.38
5	54005233	Std SW Assurance MiVoice Office Base	\$300.00	\$1,500.00
1	50005663	5302/5304 Wall Mount Kit(16 Pack)	\$52.50	\$52.50
10	50006476	5330E IP Phone	\$210.00	\$2,100.00
70	51011571	5304 IP Phone	\$89.25	\$6,247.50
1	(i)View Micro	(i) View Micro Appliance	\$243.75	\$243.75
1	Lot	Installation Materials	\$125.00	\$125.00
1		Oak Crest Elementary		
1	50006500	2GB Compact Flash MiVoice Office 250 NA	\$117.50	\$117.50
1	840.0224	IP Networking Licence	\$1,050.00	\$1,050.00
61	840.0416	MiVoice Office License - IP Phone Cat D	\$73.50	\$4,483.50
1	840.0460	UVM Port License (Pack of 4)	\$525.00	\$525.00
1	52002686	MiVo Office IP Base Pack NA	\$1,047.38	\$1,047.38
5	54005233	Std SW Assurance MiVoice Office Base	\$300.00	\$1,500.00
1	50005663	5302/5304 Wall Mount Kit(16 Pack)	\$52.50	\$52.50
15	50006476	5330E IP Phone	\$210.00	\$3,150.00
62	51011571	5304 IP Phone	\$89.25	\$5,533.50
1	(i)View Micro	(i) View Micro Appliance	\$243.75	\$243.75
1	Lot	Installation Materials	\$125.00	\$125.00

The above solution assumes use of customer-provided WAN, LAN, Data switches equipped with voice VLANs with QoS enabled for voice prioritization as required to support VoIP and POE, and existing PA systems.

Above pricing does not include applicable taxes and is valid for 30 days.

Price includes: Testing, Training, Engineering Support, Single Point of Contact for Hardware and Network, Installation, Parts & Labor Warranty – 5 Years, Freight, Programming

Not included in the above:

- Disposal of old equipment
- Pre-wiring to be completed by customer

Location requirements:

Clean, dry, and well-ventilated area. Temperature between 32°F and 122°F. Humidity between 5% and 95%, non-condensing. Minimum of 13' from equipment that can produce electromagnetic, radio-frequency, or electrostatic interference such as photocopiers, electrical motors, and other equipment.



Financial Options for Belle Plaine Schools

We are pleased to provide you with the following monthly payment option(s) based on:

Cash price:	\$73,377.79	
Annual Maintenance:	\$4,358.51	
Term:	60 months	
Acquisition Method	Payment w/ Maintenance	Payment NO Maintenance
Shield (OpEx Lease)	\$1,847	\$1,556

Pricing and Payments shown above do not include applicable taxes. An advance payment equal to two monthly payments is required at contract execution. This quote expires after 60 days and is subject to change pending a formal credit review and scope of work analysis. In addition, the rates/payments provided above are based on like term treasury rates or swaps and any increase in such treasury rates or swaps will result in a corresponding change to the rates/payments provided herein.

Our Recommendation: Shield

Considering the negative impact of investing capital in a depreciating asset, the benefits of an operating expense, the appeal of "X as a Service" solutions, and the potential for growth or change in your business, we recommend Shield.

What is Shield? This program provides more value and less risk than the typical payment options for telecommunications and related technology equipment. Unlike capital expense options such as a cash purchase, bank line, or traditional lease, Shield can be recorded as an operating lease which many find desirable because technology loses value so quickly. Key features include:

- **Solution Replacement Guarantee.**
If new technology becomes available or business needs change, your equipment can be replaced at any time during the contract term without penalty, hidden costs, or a rollover balance. The existing contract is forgiven and a new one issued for the new solution*.
- **Act of God Coverage.**
You can be reimbursed up to \$5,000 for your out-of-pocket insurance deductible cost* in the event of a natural disaster including hurricane, earthquake, flood, lightning, or tornado.
- **Bundled Maintenance / Support Plan.**
Lock the cost of your vendor's maintenance or service agreement at today's rates for the duration of your contract term. The monthly cost will be "bundled" without finance charges into the same payment as your equipment.
- **Flexible End-of-Term Options.**
At the conclusion of your Shield agreement, you have several options including:
 - Renew with the SRG
 - Renew without the SRG
 - Return the equipment

* SRG and "Act of God" Coverage are both guaranteed in writing. The specific details and requirements are stated in the agreement with the customer.

Financial Considerations

While cash and using a bank line are valid options for acquiring technology, leasing assists businesses that are concerned with preserving capital and credit lines for growth. The Comparative Analysis below serves as a means to measure the "Net Present Value After-tax Cost" of all financing options presented.

Comparative Analysis	VOICE Solution / 60 months	
	Analysis does not include optional multi-year maintenance plans	
Details and Cost	Frontier Shield	Cash Purchase
Monthly Payment	\$1,556	
System Solution Price		\$73,378
Present Value (PV) of Payments	\$73,234	
Residual Payment		
Deductions		
Tax Deduction on Payments	\$0	
After Tax Interest on Cash	(\$11,964)	
Depreciation Tax Savings		\$0
Bottom Line		
Net After-tax PV Cost	\$61,270	\$73,378
Assumed System Replacement Cost*	\$0	(\$36,689)
Off Balance Sheet	True	False

* Assumption above based on a complete system replacement at midpoint of term. This analysis was prepared using accepted financial and accounting principles considering the "time value of money" and the following assumptions: Present Value Discount Factor = 10%, Annual Inflation Rate for Maintenance = 4%, Federal income tax rate = 0%, Straight-line depreciation - 5 years, Interest Rate on Idle Cash = 4%.

Closing Thoughts

Many businesses spend their precious capital to buy new technology, but this can prove to be more costly in the long run when compared to leasing - more specifically when compared to Frontier Shield. Frontier Shield enables you to invest your cash into revenue producing and / or appreciating assets instead of spending it on technology that loses a significant portion of its value after installation while at the same time, giving you the peace of mind that other leasing programs cannot.

Simply put, Frontier Shield is purpose built to address business, financial, and technology concerns facing companies in today's ever-changing marketplace.

Frontier Service Agreement



FRONTIER SERVICES AGREEMENT

Frontier Confidential

This Frontier Services Agreement ("FSA") is effective as of _____, 20____, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and Fill in Customer's legal name here, whose primary address is Fill in Customer's full address here w/city, state, zip ("Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lit and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation,

repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for ensuring that all of Customer's data are adequately secured, documented and backed-up at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

Frontier Service Agreement



FRONTIER SERVICES AGREEMENT

Frontier Confidential

3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's

Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this FSA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of

Frontier Service Agreement



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the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA.

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any information to any third party and to keep information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the information for purposes of the business dealing between Customer and Frontier, and to use information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Breach

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

12. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state

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public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

15. Governing Law

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed

Frontier Communications of America, Inc.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Contractual Notice: Frontier Communications
111 Field Street
Rochester, NY 14620
Attn: Legal Department

delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

Insert Customer Full Legal Name

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Contractual Notice: address above
Attn: Legal Department

Frontier CPE Purchase Schedule



	EQUIPMENT PURCHASE, INSTALLATION, MAINTENANCE SCHEDULE Business Frontier Confidential
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This is Schedule Number _____ to the Frontier Services Agreement dated Select Month _____, 20 ("FSA") by and between insert customer name ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Customer Information:

Installation Site:	street address, city, state zip code	Schedule Date:	select _____, 20
Billing Address:	street address, city, state zip code	Requested Install Date:	select _____, 20
Single Point of Contact ("SPOC"):		Phone:	- -

Equipment Purchase and Installation Services:	Payment
Equipment and associated products specifically identified in Attachment 1	\$
Installation Services as specified in Attachment 2: Scope of Work ("SOW") (including adjustments from Section 6 of Attachment 2, if applicable)	\$
Total Payment:	\$
Payment Schedule:	100% on Acceptance

Frontier reserves the right to invoice Customer for all costs incurred, if Installation Services are stopped, delayed, or rescheduled for more than 45 days, whether due to a request by Customer or as a result of a failure of Customer to meet the responsibilities outlined in Attachment 2.

* 9-1-1 Equipment Payment Plan: 25% on mutual execution of this Schedule, 50% on shipment of Equipment, and 25% upon Acceptance.

Maintenance Services: as further described in Attachment 3	Payment Amount monthly, annually or pre-paid based on selected Payment Schedule						
select maintenance plan for the Equipment purchased pursuant to this Schedule.	\$						
Software Assurance:	\$						
Monitoring & Notification	\$						
On-Site Technician – full time	\$						
On-Site Technician – part time (_____ hours/ _____)	\$						
Voice Mail Systems	\$						
Overhead Paging Systems	\$						
Call Center Systems	\$						
Payment Notes:	<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Maintenance Service Total:</td> <td style="width: 40%; text-align: center;">\$</td> </tr> <tr> <td>Payment Schedule:</td> <td style="text-align: center;">select</td> </tr> <tr> <td>Service Term:</td> <td style="text-align: center;">select a term</td> </tr> </table>	Maintenance Service Total:	\$	Payment Schedule:	select	Service Term:	select a term
Maintenance Service Total:	\$						
Payment Schedule:	select						
Service Term:	select a term						

Lease/Financing Option: NO YES (if checked the Payment Schedule will be 100% on Acceptance, and the following terms apply)

Customer has entered into a financing agreement with _____ ("Lender"). Frontier will exercise commercially reasonable efforts to cooperate with Lender, and will accept Lender's payment pursuant to this Schedule on Customer's behalf. Upon Frontier's receipt of payment in full for the Equipment from Lender, Customer shall have no further interest in, or right to the Equipment except such interest as is set forth in any financing agreement between Customer and Lender. Notwithstanding the foregoing, Customer acknowledges and agrees that it is solely responsible to Frontier for the terms and conditions of this Schedule and Frontier is not responsible for, and bears no risk with respect to such financing agreement, including but not limited to Lender's approval or rejection of Customer's creditworthiness, or the performance under any such financing agreement by any party thereto. In the event Lender does not approve or otherwise fails to assume responsibility for payment, Customer will remain responsible to Frontier for all of the terms and conditions (including but not limited to charges) outlined in this Schedule.

1. **Acceptance.** Customer will execute a certificate of acceptance ("COA") upon Frontier's completion of installation activities, or the Equipment will be deemed accepted five (5) days following Frontier's completion of installation activities if Customer has not notified Frontier of a material problem related to such Equipment or the Installation Services identified in the SOW ("Acceptance"). Customer will sign the COA if Customer has beneficial use of the Equipment. If there are minor pending items, the COA will be signed with a list of exceptions (punch list), and Frontier will follow up on the punch listed items in a timely manner following the Acceptance. The Service Term for Maintenance Services begins on the date of Acceptance.
2. **Manufacturer Requirements.** Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and **all applicable licenses are subject to the manufacturer's end user license terms and conditions.**
3. **Title.** Frontier retains title to the Equipment until the NRCs identified above are paid in full. Customer grants a security interest in the Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.

Frontier CPE Purchase Schedule



	EQUIPMENT PURCHASE, INSTALLATION, MAINTENANCE SCHEDULE Business Frontier Confidential
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4. Warranty.

a. **Equipment.** All Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

b. **Services.** Frontier warrants that any cables and connectors, provided by Frontier as a result of installation, between the Equipment and any other equipment at the Installation Site will be in good working order for a period of thirty (30) days after installation; provided, however, that any failure of such cables and connectors is not caused by Customer's misuse or abuse.

c. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**

5. **Insurance.** While Customer (or Lender if applicable) holds risk of loss and until title for any piece of Equipment purchased hereunder passes to Customer, Customer shall maintain insurance with limits sufficient to cover the replacement cost of the Equipment, issued by reputable and financially sound insurance companies authorized to do business in the state where the Equipment is located and with an A.M. Bests Rating of A IX or better. **THE INSURANCE COVERAGE LIMITS SHALL IN NO ANY WAY RESTRICT OR DIMINISH CUSTOMER'S LIABILITY UNDER THIS SCHEDULE.** Customer will submit to Frontier a standard "Accord" insurance certificate (or comparable form acceptable to Frontier) signed by an authorized representative of such insurance company(ies), certifying that the insurance coverage(s) required hereunder are in effect for the purposes of this Schedule. Said insurance certificate shall certify that no material alteration, modification or termination of such coverage(s) shall be effective without at least 30 days advance written notice to Frontier. All policies shall name Frontier as Additional Insured as respects Customer's liability under this Schedule. Customer's insurance shall be considered primary and not excess or contributing with any other applicable insurance.

6. **Remedies for Default.** In the event of Customer's default hereunder or termination for any reason prior to Frontier's receipt of payment in full, Frontier shall have the following remedies: (a) to retain any payments made as liquidated damages; (b) to enter upon the Installation Site or other premises, and remove all or any part of the Equipment; (c) to sell, lease or otherwise dispose of all or any part of the Equipment either before or after repair, at public or private sale, for the account of the Customer, Customer to be liable for the cost of repair and any deficiency; (d) at its option, with notice required by law, to retain all or any part of the Equipment in satisfaction of the indebtedness of Customer; (e) to commence, continue or defend proceedings in any court of competent jurisdiction for the purpose of exercising any of the rights, powers and remedies set out herein; and; (f) to enforce any other right or remedy that Frontier may have under this agreement or by law.

7. **Change Management Process.** Customer may request changes in or additions to this Schedule by completing a Change Order form (provided by Frontier) and submitting such form to Frontier for review. Frontier will comply, to the extent feasible, with requested changes; provided that if Frontier determines that such changes cause an increase or decrease in the cost of or time required for performance of the work, Frontier will advise Customer thereof and such adjustments shall be reflected in Frontier's response to the Change Order. The Change Order will not become effective unless and until mutually agreed and executed by both parties. If the Change Order results in additional charges, Frontier will begin work in response to an executed Change Order only after Frontier has received a Purchase Order for the additional work. All executed Change Orders will be subject to the terms and conditions of the FSA, and this Schedule.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Equipment or Service. This Schedule, the documents incorporated herein by reference, and all terms and conditions of the FSA, comprise the entire agreement between the parties with respect to the purchase of Equipment and Services described herein, and supersede any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	<Insert Customer's Name>
Frontier's Signature:	Customer's Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Frontier CPE Purchase Schedule



EQUIPMENT PURCHASE, INSTALLATION, MAINTENANCE SCHEDULE

Business
Frontier Confidential

Attachment 1

*Only specifically identified Equipment and Licenses identified in this Attachment are included.

Frontier CPE Purchase Schedule



EQUIPMENT PURCHASE, INSTALLATION, MAINTENANCE SCHEDULE Business Frontier Confidential

Attachment 2 Scope of Work Installation Services

1. Overview.

a. This Scope of Work ("SOW") outlines the services and deliverables Frontier will provide as part of the Installation Services. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to the Installation Services, and the key dependencies upon which this SOW is based.

b. During the installation process, Frontier will work closely with Customer on a consultative basis to ensure the successful completion of this SOW. This SOW outlines all services and deliverables covered by the compensation outlined in the Schedule. Any requested changes or additions to this SOW may only be accommodated according to the change management process outlined in Section 7 of the Schedule.

c. The services and deliverables described in this SOW are designed to properly configure the Equipment according to manufacturer specifications. In addition, all work performed by Frontier pursuant to this SOW will comply with manufacturer-recommended installation procedures.

d. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement.

2. **Key Assumptions.** This SOW and related pricing are based on the following key assumptions. If these assumptions are not met, changes in project scope, pricing and/or schedule may be required in order to satisfy project objectives.

a. **Hours.** All work will be performed during normal business hours (8:00am – 5:00pm local time, excluding holidays).

b. **Installation.** Customer is responsible for providing and configuring all routers, switches, and servers necessary for installation of the Equipment. Frontier is not responsible for anything outside the scope of this SOW, unless outlined in a mutually agreed Change Order to this SOW.

c. **Wiring.** Wiring is in place, easily accessible, in proper working order, properly identified on both ends and within reach of the provided 2m patch cord for IP devices or the provided 12' line cord for digital devices of the set location is to be placed for this installation. Unless otherwise specifically agreed in Section 6 or a Change Order, installation and/or repair of wiring is not included in this SOW.

d. **Standards.** All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QoS).

e. **Installation Site.** Customer will ensure that the installation site is prepared for and compatible with the installation services and operation of the Equipment, including but not limited to the following:

f. **Scheduling.** Frontier resources will be assigned and scheduled based on availability. An initial project meeting will be held with the Frontier implementation team and Customer-designated representatives. During this meeting critical implementation milestones will be determined. If applicable a Frontier-assigned Project Manager will be responsible for maintaining the master project schedule. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.

g. **Out-Over.** Installation Services by Frontier will be completed in one (1) single continuous phase, unless a "multi-phased" implementation is requested by Customer and agreed per Section 6 or Change Order. In the event a multi-phased implementation is requested, additional charges will apply.

h. **Removal of Existing Equipment and Infrastructure.** Frontier is not responsible for removal, disposal and cleanup of existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.), unless specified in Section 6.

i. **Out-of-Scope Services.** For clarification, anything not expressly identified in this SOW as provided by Frontier is out-of-scope, including but not limited to the following:

- Hardware, software, telecommunications or network technology not included in the original design.

- Installation and configuration changes that result from site additions or relocations that were not included in this SOW.

- Delays of more than one half (1/2) hour resulting from Customer's failure to meet its responsibilities.

- Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer's failure to meet its obligations.

3. Frontier Responsibilities.

a. **Scope.** Frontier will perform the following installation Services:

b. **Performance of Work.** Frontier will install the Equipment. Installation Services will be performed in a workmanlike manner consistent with manufacturer-published specifications and practices. Workmanship will comply with applicable NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.

c. **Miscellaneous.** Frontier is also responsible for the following:

- Provide status to Customer SPOC per a mutually agreed schedule.

- Provide installation, configuration and testing of Equipment & licensed software.

- End user training per Section 5.

- Basic system administration training per Section 5.

- Provide system documentation to Customer.

- Provide support contact information to Customer to respond to questions during the installation project.

- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer's network must adhere.

- Confirm that all shipped Equipment to the Installation Site aligns with the Parts List ordered by Frontier on behalf of the Customer.

4. **Customer Responsibilities:** Customer is responsible all network elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- Provide a qualified SPOC responsible for communicating Customer's requests to Frontier, and assume responsibility for all requests for modification.

- Ensure that Customer Information Technology resources will be available as required by Frontier.

- Provide Frontier employees or representatives access, escort, suitable work space and safety training (if required by Customer).

- Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.

- All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.

- All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.

- QoS for VoIP systems

- Administrative formal training for Customer employees, unless ordered through Frontier.

- Manage and coordinate 3rd party vendors, as necessary, to allow the installation project to proceed as scheduled.

- All manufacturer recommended environmental, HVAC, power and grounding requirements.

- All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12R line cord for each digital phone.

- Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.

Frontier CPE Purchase Schedule



- Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.

- All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.

- Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.

- Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.

- Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.

- Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)

- Provide a minimum of two (2) static IP addresses for each installed system.

- Provide a working wire line telephone in or near the room of installed Equipment.

- Provide adequate conduit, duct and trough availability for required cabling associated with the installation.

- Prior to Project implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.

5. Training.

a. Frontier will provide end user training for installed Equipment, as applicable, using one or a combination of the following methods: on site, virtual leader lead, or web based self paced. Any onsite training will be conducted in one single continuous phase. In the event that multi-phased training is requested, additional charges will apply and must be noted in Section 6.

b. Customer will (i) work with Frontier to identify a training time and date, (ii) provide a suitable on-site training facility for training classes, and (iii) identify the class participants and ensure their participation. The training room must be adequately cabled for installation of the training room phones. The parties will mutually agree to a date and time for the training class. Frontier is responsible for providing the training room phones (if applicable), and providing Customer with a copy of the training materials. If training is delayed by Customer for any reason, or by Frontier as a result of Customer's failure to provide a reasonable number of attendees per class (in Frontier's reasonable determination), additional charges will apply.

c. Training for digital and VoIP telephones will not exceed one (1) hour of training for every 12 telephones purchased, and the following basic administration training will also be provided by the installing technician at the time of installation:

- How to login / reset user password on system
- How to set up a new extension
- How to remove an extension
- How to reset a VM password

6. **Exceptions and Additional Scope Elements.** Notwithstanding anything otherwise stated, Frontier will perform the following non-standard installation tasks as part of its SOW and/or Customer will assume responsibility for the standard installation tasks identified below. Line item NRCs below, whether additional NRC related to Frontier's performance or a reduction in the NRC based on Customer's assumption of responsibility, are incorporated into the overall NRC represented in the Schedule.

	\$
	\$
Customer assumes responsibility for (and Frontier will NOT perform) the following standard tasks:	Reduced NRC
	\$
	\$
	\$
	\$

Frontier will perform the following non-standard tasks:	Additional NRC
	\$
	\$

Frontier CPE Purchase Schedule



Attachment 3 Maintenance Services

SERVICE DESCRIPTION	BASIC PLAN	ENHANCED PLAN	PREMIUM PLAN	PREMIUM PLUS PLAN	ANYWARE PLAN	911 PLAN	MONITORING & NOTIFICATION	FULL OR PART TIME ON SITE TECHNICIAN
Maintenance Hours	8 x 5 (M - F excluding Holiday)	8 x 5 (M - F excluding Holiday)	7 x 24 x 365	7 x 24 x 365	7 x 24 x 365	7 x 24 x 365		Negotiated
Moves, Adds, Changes	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Yes
Equipment Repair and Return	PBX & Key Systems	PBX & Key System & all station equipment	PBX & Key System	PBX & Key System & all station equipment	All station equipment	All Purchased Equipment		PBX & Key Systems & all station equipment
Alarm Monitoring & Notification	PBX Only	PBX Only	PBX Only	PBX Only	None	None	PBX Only	PBX Only
Preventive Maintenance	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site	None	None	System Backups PBX & Key Systems (if capable) either remotely or on-site	System Backups PBX & Key Systems (if capable) either remotely or on-site
Software Assurance	Available for an Additional Charge	Available for an Additional Charge	Available for an Additional Charge	Available for an Additional Charge	None	Available for an Additional Charge		Available for an Additional Charge
Customer Portal	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	Yes (Monitored Device Only)	None	None	Yes (Monitored Device Only)	Yes (Monitored Device Only)
Response Time	Major - 2 hours	Major - 2 hours	Major - 2 hours	Major - 2 hours	Major - 2 hours	Major - 2 hours		
	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day	Minor - Next Business Day		

Service Limitations and Conditions:

- Maintenance Service does not include any level of support related to wiring, telephone jack(s), batteries, generators or UPS units.
- Customer is responsible for ensuring that all equipment is at current manufacturer supportable software release prior to Frontier providing maintenance Services.
- A Network Monitoring Probe is required for all monitored equipment, unless Frontier specifically waives this requirement.
- Preventive Maintenance will be provided remotely or on-site.
- "Response" means remote restoral efforts or technician dispatch.
- Frontier is not responsible for damages due to acts of god, power or grounding issues, battery failure, water, environmental (temperature/humidity), or any other cause outside its control.
- System Administration and Voice Mail password activity are not included with Maintenance Services, but may be requested by Customer and subject to current time and materials rates.
- Maintenance Services provided outside of Maintenance Hours at Customer's request will be charged at current time and materials rates.

- Frontier will provide maintenance and repair services with respect to the Equipment ("Maintenance Services") at the Installation Site. Only authorized agents and representatives of Frontier may perform such work. Any repair, alteration, configuration or servicing of the Equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination of Maintenance Services, in whole or in part, at Frontier's option.
- During the Service Term, Frontier will maintain a point-of-contact twenty-four (24) hours a day, seven (7) days a week for Customer to report a problem with the Equipment to Frontier. When a problem occurs, after Customer has ascertained that it is not a result of an act or omission of Customer, Customer's equipment or facilities, or any third party or their facilities, Customer must contact Frontier to identify the problem and initiate an investigation ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source and severity of the problem. Frontier and Customer will cooperate to restore the Equipment to operational condition. If the source of the problem is within the Equipment, Frontier will be responsible for the repair or replacement of the Equipment, in Frontier's sole discretion. If the source of the problem is not the Equipment, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates.
- Frontier will exercise commercially reasonable efforts to isolate any problems with the Equipment and to restore such Equipment to ordinary operational condition within the Response Time identified in the Service Description table above, following receipt of Customer's notification that the Equipment is inoperative.
 - A Trouble Ticket will be categorized as "Major" if fifty percent (50%) of the system's stations or trunks are inoperable, or Customer is experiencing a complete loss of call processing. Frontier will use commercially reasonable efforts to respond to Customer's request within two (2) hours from the time a Trouble Ticket is initiated, and will complete the necessary repairs to the Equipment as soon as reasonably practicable.
 - All other Trouble Tickets will be categorized as "Minor", and Frontier's policy is to respond to Customer's request during Frontier's normal weekday business hours, Monday through Friday, excluding holidays, within one (1) business day from the time a Trouble Ticket is initiated, and will complete the repairs as soon as reasonably practicable.
 - Customer may request Maintenance Services be performed after Frontier's normal weekday business hours, and under such circumstances Maintenance Services will be billed to Customer at Frontier's then current overtime hourly rate plus expenses.
- If Frontier, in its sole discretion, determines that a unit of Equipment needs to be replaced, such Equipment will be replaced with equipment of like kind and functionality from a manufacturer of Frontier's choice at the time of replacement ("Exchange Unit"). The Exchange Unit may not be new but will be in good working order and of like kind and functionality. If Customer owns the Equipment, at the time of exchange title to the Exchange Unit will transfer to Customer, and Frontier will assume title to the replaced unit. The replaced unit will be returned to Frontier's inventory at Frontier's expense. Customer shall ensure that the failed Equipment is free of encumbrances at the time of the exchange. Customer further agrees to remove all external attachments or objects from the unit of equipment to be replaced before the time of exchange. Customer relinquishes all rights to such removed Equipment to Frontier.
- Maintenance Service does not include or apply to: (i) electrical work external to the Equipment, including but not limited to power or back-up power to or from the Equipment; (ii) Equipment failures caused by factors not related to the Equipment or outside Frontier's control, including but not limited to failure of the applicable Installation Site to conform with Frontier's specifications; (iii) use of the Equipment for any purpose other than as intended by the manufacturer; (iv) damage caused by attempted maintenance or repairs performed by anyone other than an Frontier employee or representative; (v) Equipment supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Equipment with other equipment which fails to conform to manufacturer or Frontier specifications.
- Frontier may modify any of the maintenance charges at any time during the term of this Agreement by providing thirty (30) days prior written notice to Customer. Frontier may elect to assign billing functions to a third party.
- Customer agrees that the Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.
- If Maintenance Services are subject to an annual payment schedule, the initial annual payment will be included in the initial invoice and Frontier will invoice each subsequent annual payment approximately thirty (30) days prior to the anniversary of the date of Acceptance.

Sample Certificate of Insurance



FRONCOM-01 LARKINB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Tower Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED Frontier Communications Corporation and its Subsidiaries 401 Merritt 7 Norwalk, CT 06851	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td colspan="2">INSURER B: Associated Electric & Gas Insurance Services Limited</td> <td>B1164</td> </tr> <tr> <td colspan="2">INSURER C: American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td colspan="2">INSURER D:</td> <td></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Continental Casualty Company		20443	INSURER B: Associated Electric & Gas Insurance Services Limited		B1164	INSURER C: American Casualty Company of Reading, PA		20427	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL2095784254	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BUA2095784268	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			XL5113005P	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2095784531	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation			WC2095784545	06/01/2016	06/01/2017	See Attached
C	Workers Compensation			WC2095784559	06/01/2016	06/01/2017	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kellen J. Gabriel</i>
---------------------------	--

For Info Purposes Only

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Logged in as: Charles Keller

Assurance Of Compliance

**0716-01 Belle Plaine Public School District
-INFORMATION NEEDED TO EVIDENCE COMPLIANCE-
School Year: 17-18**

* - indicates required fields.

Coordinator Identification Information

	Human Rights Coordinator	Title IX Coordinator	504 Coordinator
Name*	<input type="text" value="John Bergs"/>	<input type="text" value="Ryan Laager"/>	<input type="text" value="Mary Messler"/>
Telephone Number*	<input type="text" value="952-873-2412"/>	<input type="text" value="952-873-2400"/>	<input type="text" value="952-873-2400"/>
Fax Number*	<input type="text" value="952-873-2420"/>	<input type="text" value="952-873-6909"/>	<input type="text" value="952-873-6909"/>
E-Mail Address*	<input type="text" value="jbergs@belleplaine.k12.r"/>	<input type="text" value="rlaager@belleplaine.k12r"/>	<input type="text" value="mmessler@belleplaine.k"/>

Mandated Reporter Training

Minnesota Statutes, section 626.556, subd. 12. Districts must inform all mandated reporters of the duties.

I verify that all mandated reporters employed by or otherwise associated with any school in this district have been informed of mandated reporting requirements and of the prohibition of retaliation against anyone reporting maltreatment.

Date of Verification

Document Submittal Verification

Does MDE have current and accurate copies of the following documents?
Please submit updated policy if revised since Last Submitted Date.

Document	Last Submitted Date	Upload Document
Harassment and Violence policy		Select file: <input type="text"/> <input type="button" value="Browse..."/>

District Compliance Requirements Checklist

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal and state financial assistance extended after the date hereof to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), including installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date.

The district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information required by Minnesota Statute, section 127A.42, subd. 3 and agreements made in this assurance. This assurance is binding on the district and the persons who are authorized to submit information on behalf of the district.

Check all statements in which the district has complied with the state and federal requirements prohibiting discrimination.

Federal Laws:

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq.; 34 C.F.R. Part 100), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the district receives federal financial assistance.

- Title VII of the Civil Rights Act of 1964 (42 USC 2000e, et. seq.; P.L. 88-352), as amended by the Equal Employment Opportunity Act of 1972 (P.L. 92-261), which prohibits discrimination in employment because of an individual's race, color, religion, sex, or national origin.

- Title VII of the Civil Rights Act of 1964 Pregnancy Discrimination Act (within Title VII) (42 USC § 2000e(k)).

- Title IX of the Education Amendments of 1972 (20 USC § 1681; 34 C.F.R. Part 106), which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

- The Age Discrimination in Employment Act of 1967 (29 USC § 621; 42 USC § 6101; 29 C.F.R. Part 621), which prohibits discrimination on the basis of age (over 40 years).

- Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. part 104) prohibiting discrimination on the basis of disability.

- The American with Disabilities Act (42 USC § 12101, et seq.), also prohibiting discrimination on the basis of disability.

- Denial of Equal Educational Opportunity Prohibited (20 USC § 1703).

- The Fair Housing Act (42 USC § 3601 et seq.; 24 C.F.R. part 100).

- The Age Discrimination Act of 1975 (42 USC § 6101 and 6102; 34 C.F.R. part 110).

- Prohibition of Discrimination Based on Blindness (20 USC § 1684).

State Laws:

The Minnesota Human Rights Act (Minn. Stat. § 363A), which prohibits discrimination in education programs and activities on grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability or age.

Minnesota Statutes, section 121A.031, which requires school districts to have a written policy to prevent and to prohibit student bullying.

Minnesota Statutes, section 121A.03, which requires school districts to have a policy prohibiting sexual/racial/religion harassment and violence which applies to students, teachers, administrators and other school personnel.

Minnesota Statutes, section 121A.04, which prohibits sex discrimination in athletic programs.

Minnesota Rules, part 3500.0550, relating to the Inclusive Educational Program Plan.

Minnesota Rules, Chapter 3535.0100-.0180; 3535.2300-.2800; 3535.3000-.3700, relating to equality of educational opportunity and school desegregation, and prohibition of discriminatory practices.

By clicking "Submit" you are affirming that these laws are available in each building in the district, that the information that you have provided is accurate, and that you have the authority to submit this assurance on behalf of the district.

NOTE: When data entry is complete, click "Submit" to send data to The State Department of Education.

**BPEA
Master
Agreement**

2017 - 2018

2018 - 2019

2017-2018 & 2018-2019 MASTER AGREEMENT
 BETWEEN THE BELLE PLAINE SCHOOL DISTRICT AND
 THE BELLE PLAINE EDUCATION ASSOCIATION

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MASTER AGREEMENT
ARTICLE I
PURPOSE

Section 1. Parties: THIS MASTER AGREEMENT is entered into between Independent School District No. #716, Belle Plaine, Minnesota, herein-after referred to as the School District, and the Belle Plaine Education Association, hereinafter referred to as exclusive representative pursuant to and in compliance with the Public Employment Labor Relations Act, recodification 1984, as amended, hereinafter referred to as P.E.L.R.A. to provide the terms and conditions of employment for teachers during the duration of this agreement.

ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. the School District recognizes the Belle Plaine Education Association as the exclusive representative of teachers employed by Independent School District #716, which as exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of the Master Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the School District as defined in this Master Agreement and in said Act.

ARTICLE III
DEFINITIONS

Section 1. Terms and Conditions of Employment: Pursuant to P.E.L.R.A., the term "terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired employees or early retirement, and the employer's personnel policies affecting the working conditions of the employees.

In the case of professional employees, the term does not mean educational policies of the school district. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2. Teacher: The term "teacher" shall mean all persons in the appropriate unit employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include superintendent, assistant superintendent, principals, and assistant principals who devote more than 50% of their time to administrative or supervisory duties;, confidential employees, supervisory employees, essential employees, and such other employees as excluded by law.

Section 3. School District: For purposes of administering this Master Agreement, the "School District" shall mean the School Board or its designated representative.

Section 4. Other terms: Terms not defined in the Master Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV
SCHOOL DISTRICT RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include,

but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and directions and number of personnel.

Section 2. Management Responsibilities: The exclusive representative recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Master Agreement shall perform the teaching and non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School District rules, regulations, directives and orders, issued by properly designated officials of the School District. The exclusive representative also recognizes the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School District in so far as such rules, regulations, directives and orders are not inconsistent with the terms of this Master Agreement. The exclusive representative also recognizes that the School District, all employees covered by this Master Agreement and all provisions of this Master Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal Governmental Agencies.

Section 4. Reservation of Managerial Rights: The foregoing enumeration of School District rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Master Agreement are reserved to the School District.

ARTICLE V TEACHER RIGHTS

Section 1. Right to Views: Pursuant to P.E.L.R.A., nothing contained in this Master Agreement shall be construed to limit, impair or affect the right of any teacher or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School Board of such unit.

Section 3. Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its' right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card for the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay the teacher organization during the period provided in said authorization. Dues will be deducted and remitted to the exclusive representative within 10 days after each pay period.

Section 4. Fair Share Fee: In accordance with P.E.L.R.A., any teacher included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. Upon

thirty (30) days notice in writing to the payroll officer of the name of the teacher and the amount of the fair share fee certified by the exclusive representative, the School District will deduct such fair share fee in installments from such employee's pay check each month and will forward such fees within 10 days to the exclusive representative. The exclusive representative agrees to notify the employer promptly whenever any teacher subject to a fair share fee deduction becomes a member of the exclusive representative, and no further fair share fee deductions for such teacher will therein after be made. Any dispute as to the amount of such fee shall be solely between the exclusive representative and the teacher involved.

The exclusive representative hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the exclusive representative as provided herein.

Section 5. Personnel Files: The procedures for handling all personnel files shall be as set down in Minnesota Statute 122A.40, Subd. 19. All evaluations and files generated within a school district relating to each individual teacher shall be available from the district office during regular business hours to each individual teacher upon written request. Effective January 1, 1976, all evaluations and files, wherever generated, relating to each individual teacher, shall be available to each individual teacher upon written request. The teacher shall have the right to reproduce any of the contents of the files at the teacher's expense and to submit for inclusion in the files written information in response to any material contained therein. A school district may destroy the files as provided by law and shall expunge from the teacher's file any material found to be false or inaccurate through the grievance procedure required pursuant to section P.E.L.R.A.

Section 6. Association Days: The School District shall grant the Belle Plaine Education Association up to ten (10) days for association business. The Belle Plaine Education Association will reimburse the School District the cost of a substitute teacher for any days used up to the maximum of 10 (10). The Belle Plaine Education Association will give the superintendent a one week notice in writing before any day is taken. The School District will pay the substitute teacher.

ARTICLE VI BASIC SCHEDULE AND RATE OF PAY

Section 1. 2017-2018 and 2018-2019 Salary Schedule: The wages and salaries reflected in Schedule A and Schedule B, attached hereto, and as modified by Section 2, shall be part of the Master Agreement for the 2017-2018 and 2018-2019 school year.

Section 2. Status of Salary Schedule: The salary schedule is not a part of a teacher's continuing contract.

Section 3. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule. Curriculum revision classes that shall apply toward a lane change will be limited to nine (9) credits every five years.

Subd. 1. Germane: Credits to be considered for application on any lane of the salary schedule must be graduate credits germane to the teaching assignment.

Subd. 2. Prior Approval: All credits must be approved by the Superintendent in writing, prior to taking the course, with extenuating circumstances considered. Credits to be considered for lane change must be graduate credits and carry a grade equivalent of "B" or higher.

Subd. 3. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice every year effective at the beginning of the school year, and February 1, providing a transcript of qualified credits is submitted to the superintendent's office no later than September 15 or February 1. Pay increases for lane changes made February 1 shall become effective with the February

5 paycheck. The pay increase is not retro-active to September. If a transcript is not available, other satisfactory evidence of successful completion of the credits will be accepted pending receipt of the official transcript. Teachers shall notify the superintendent in writing on or about September 15th of each school year of any lane change to be made that school year.

Subd. 4. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid for the 2017-2018 and 2018-2019 school year.

Subd. 5. Increment Qualification Time: A teacher shall qualify for an annual increment following each full year of employment. The School Board may withhold increment advancement, lane change, or any other salary increase for good and sufficient grounds. An action withholding a salary increase shall be subject to the grievance procedure. The School District shall give written notice and the reason for such action. A teacher will receive a full year's increment if they are contracted at more than half time. A teacher contracted at half time or less shall receive a year's increment every two years.

Subd. 6. (1) Semester Credit(s): (1) Semester credit equals 1.5 quarter credits for placement on salary schedule.

Section 4. Part Time Teachers: Part time teachers are defined as those teachers employed on less than a full time contract (less than 1.0 FTE) according to the contract assignment table and/or are employed less than 40 hours per week and 184 days per year. The contact assignment table is located on Appendix II of the Master Agreement. Fringe benefits will also be paid to the fraction of the contract they work. To be eligible for part time benefits, teachers must work .333 FTE. Fringe benefits will be paid according to the teaching contract assignment table. If a part time teacher assignment does not fit the assignment table, the teacher will be placed on the closest teaching contract assignment category (See Appendix II). To be eligible for part time benefits, teachers must work at least .333 x 40 hours. Teachers who work more than half a day shall receive full fringe benefits.

Section 5. Pay Day:

Subd. 1. The individual teacher shall be paid on the 5th and 20th day of the month. If either day falls during a weekend or vacation the teacher will be paid on the last working day prior to the dates of payment, through June 20th. On June 20th, the final total payment shall be made.

Subd. 2. Upon employment, all teachers will select a payment option. Failure to specify an option will result in option B. The salary option chosen will continue each year unless a change in salary payment option is requested.

Subd. 3. Salary Payment Options:

A. Twenty-four (24) equal payments during the calendar year, with a lump-sum payment on June 20th representing an accumulated total of summer remaining payments for the contract year.

B. Twenty-four (24) equal payments during the calendar year.

Section 6. Extended Contracts: All extensions of the basic teaching contract will be paid pro rata based on their regular teaching contracts.

Section 7. Individual Contract/Notification of Assignment: The School District shall give written notification to each teacher in the bargaining unit of all the teacher's assignments and salary for the forthcoming school year. Such notification will be by the form provided in Appendix I and shall be given to the teacher no later than July 1st, provided, however, that nothing in this section shall be construed to deprive a teacher of the right to resign pursuant to M.S. 122A.40, Subd. 7a.

ARTICLE VII
EXTRA COMPENSATION

Section 1. Extra-Curricular Schedule: The wages and salaries reflected in Schedule C & D, attached hereto, shall be a part of this Master Agreement.

Section 2. Extra-Curricular lane qualifications: Advisors and coaches will be placed on the "B" lane after three years of service and placed on the "C" lane after six years of service. The decision will be based on the following guidelines:

1. All extra curricular experiences gained in advisory or coaching activities in Belle Plaine and in other schools will be counted if the experience is in the last ten years.
2. All extra curricular experience will be counted if it was in the same activity or sport (i.e. basketball with basketball, speech with speech)

Section 3. Extra-Curricular Assignments: Extra-Curricular assignments shall be assigned on a mutually agreeable basis.

Section 4. Resignations: Resignations should be submitted to the Activities Director in a timely manner.

Section 5. Payments. The activity director and assistants shall have the option of receiving payment for the activity at:

- (1) the completion of the activity or
- (2) if the activity exceeds eight (8) weeks in length, receive one half (1/2) of the pay at the mid-point of the activity as determined by the superintendent and activity director, and the remaining one half (1/2) at the completion of the activity. The school district must have written notification from the activity director or assistants on or before the first day of school as to which payment plan he/she has chosen.

ARTICLE VIII
GROUP INSURANCE

Section 1. Selection: The selection of both the insurance carrier and policy and HSA vendor shall be made by the School District as provided by law. The selected group health and hospitalization insurance plan must be in compliance with the Patient Protection Affordable Care Act (PPACA).

Section 2. Claims Against the School District: It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Insurance Plan Year: The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. The district will pay the September payroll deduction in August for full single or negotiated family health insurance premium for new employees. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The School District shall make payments of accrued HSA benefits in three (3) equal payments on the first pay period in July, October, and February.

Subd. 1. Hardship Clause. If an employee submits evidence of hardship, the District may immediately contribute any remaining annual HSA funds to an employee's HSA account. Requests shall be made in writing, and the decision to approve a hardship clause application rests solely with the Superintendent. In no instance will the District contribute more than the prescribed annual allowances.

Section 4. Insurance Plan Copies: The Board shall distribute copies of all insurance policies to each teacher covered by said insurance as provided by the carrier.

Section 5. Health and Hospitalization Insurance:

Subd.1. Single Coverage: The School District shall contribute a sum of \$6,852.90 for employee single coverage for the 2017-2018 school year and \$7,127.02 for the 2018-2019 school year for each full time teacher employed by the School District who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan. From this contribution, the first dollars shall fund the employee's HSA deductible for that year at 0%, 50% or 100% as determined by the employee and the remaining dollars of the district contribution shall be applied to the employee's premium cost. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Employee Plus One Coverage: The School District shall contribute a sum not to exceed \$11,395 for employee plus one insurance coverage for the 2017-2018 school year and \$11,850.80 for the 2018-2019 school year for each full time teacher employed by the School District who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan. From this contribution, the first dollars shall fund the employee's HSA deductible for that year at 0%, 50% or 100% as determined by the employee and the remaining dollars of the district contribution shall be applied to the employee's premium cost. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 3. Dependent Coverage: The School District shall contribute a sum not to exceed \$14,709.62 for dependent insurance coverage for the 2017-2018 school year and \$15,298 for the 2018-2019 school year for each full time teacher employed by the School District who qualifies for and is enrolled in the School District Group Health and Hospitalization Plan. From this contribution, the first dollars shall fund the employee's HSA deductible for that year at 0%, 50% or 100% as determined by the employee and the remaining dollars of the district contribution shall be applied to the employee's premium cost. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 6. Worker's Compensation: Upon the request of an employee who is absent from work as a result of a compensable injury incurred in service of the School District under the provisions of the workman's compensation act, the School District will pay to the employee the employee's earned accrual of sick leave. The employee shall remit to the employer any compensation received pursuant to the Worker's Compensation Act.

Subd. 1. A deduction shall be made from the employee's sick leave accrual time according to the pro rata portions of the days of sick leave which is used to supplement workmen's compensation.

Subd. 2. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 3. In no event shall the additional compensation paid to the employee by virtue of sick leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Section 7. Long Term Disability: The School District shall pay the premium for individual coverage for each fulltime teacher employed by the School District who qualifies for the School district Long Term Disability Plan.

Section 8. Life Insurance: The School District shall pay the premium for a life insurance policy valued at \$50,000, for individual coverage for each full time teacher employed by the School District who qualifies for and is enrolled in the School District Life Insurance Plan during the 2017-2019 school years. Qualified full time teachers employed by the School District may purchase additional life insurance coverage. This premium cost shall be borne by the employee and paid by payroll deduction.

Section 9. Dental Insurance: The School District shall contribute the full single premium coverage for each full time teacher employed by the School District who qualifies and is enrolled in the School District Dental Insurance Plan. Beginning July 1, 2010, employees may expand single

dental insurance to family dental insurance at their own expense. Payment for the additional coverage will be made through payroll deduction.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Professional Leave.

Subd. 1. Definition. Professional Leave shall be effective with the 2017-2018 school year. Professional Leave under this contract includes Sections 1 through Section 3 under this Article. Either the District or the BPEA can opt out of Professional Leave at the end of the 2018-19 contract period. Opting out of Professional Leave would revert this leave section back to the Leave of Absence language in the 2015-17 BPEA contract.

At the beginning of each school year a teacher shall be credited with 11 days of Professional Leave to be used as the individual chooses as long as the request meets the guidelines as set forth in this article. All eleven professional leave days must be used before the Leave Bank days can be accessed, unless days have already been pre-approved. Leave Bank days may only be used for illness, injury or disability pursuant to M.S. 181.9413. Please refer to Subd. 4 for use of these days.

a) Teachers who experience an illness, injury or a maternity leave that results in an absence for more than five (5) consecutive contract days will access their leave bank on the sixth (6th) consecutive day and beyond. The teacher must present a doctor's certification to invoke this clause.

b) At the discretion of the Superintendent, teachers who have already used their 11 days who have a death in the family may apply for consideration of bereavement leave. (See Article X, Section 4.) If the teacher has no banked time accrued, the Superintendent may approve up to three (3) days without pay. The decision of the Superintendent in either of these conditions is final and not open to the grievance process.

Subd. 2. Computation. Teacher's Professional Leave shall be computed as follows: by multiplying the number of months (9 months full-time) the teacher has worked in the School District for this school year (multiply 9 months by 1.22). Any fraction resulting shall be rounded off to the closest whole number. Unused Professional Leave may accumulate to a maximum of one hundred twenty (120) days per teacher. (see Subd.4). If a teacher works part-time, those days are recorded based on their part-time status. If, at some point, the teacher becomes full-time, Leave Bank banked days need to be adjusted accordingly.

Subd.3. Application. Professional Leave shall be approved only upon submission of a Professional Leave request setting out the dates claimed for Professional Leave into the ASEOP system with final approval by the Superintendent or his/her Designee. Professional Leave requests are to be made prior to the requested day but not before July 15 of each fiscal year, as directed by the District, except in case of an emergency. In cases where Professional Leave is used because of a personal or family illness, the leave request shall be entered into ASEOP by the teacher as a matter of responsibility immediately so the absence can be filled through the sub calling process. Teachers may request increments of .25, .50, and .75 Professional Leave days. Actual time absent from work during a single contract day shall be rounded up to the nearest increment as listed above.

Subd. 4. Use of Leave Bank Time. Use of Leave Bank is leave with pay which shall be allowed by the School Board whenever a teacher's absence on teacher duty days is found to have been due to illness, injury or disability which prevents the teacher's attendance at school, and the teacher has already used all of his/her professional leave. Use of this leave includes illness or disability caused or contributed to by pregnancy or childbirth, and may also be used for any illness or injury of an employee's child as defined in Minnesota Statute 181.940 and 181.9413. Up to 5 days per year from the accumulated banked time may be used by the employee for the serious injury or illness of a spouse or parent. The School District may require a teacher to furnish satisfactory evidence that absence was

by reason of illness or injury or disability, which prevented his or her attendance at school and performance of duties on that day or days. A certificate from a qualified physician stating that the teacher's absence was due to illness or disability may be required as seen necessary by the School District. The district will reimburse to the employee the out of pocket expense for this required medical certificate that is not covered by the health plan of the employee. All applicants must complete and return the Family and Medical Leave application forms when appropriate. Any period of professional leave taken under this provision must be used simultaneously with any period of leave for which the teacher is eligible under the Family Medical Leave Act.

Subd. 5. Leave Donation. In the event of medical emergency of the employee or a member of their immediate family the employee may request additional days be donated from other staff members. The immediate family shall include spouse or children. In order to access this leave, staff members must have exhausted all of their Professional Leave and Leave Bank days, and provide medical documentation from the doctor indicating the employee's or their immediate family member's significant medical condition. This process can only be used for emergency type medical conditions and cannot be accessed for normal medical procedures such as maternity leave, routine surgery, normal recovery from routine medical procedures, etc.

a) Process. If a staff member has a situation that meets the above criteria they will submit a written request with documentation of the medical need from a licensed physician. The BPEA president will meet with the Superintendent, Principal and the Director of Business Services to review the request. Upon approval of the request, the BPEA president will send out a request to BPEA members requesting Leave Bank donations. Once donated, the days will be transferred to the member requesting the days.

Subd. 6. Days Used in Excess of Allowance. A teacher shall be credited with eleven (11) days Professional Leave at the beginning of each school year. If not used during the school year, this leave will be added to their accumulated leave bank. At the end of a school year a maximum of one hundred twenty days (120) of Leave Bank days will be carried forward to the next year. If a teacher has exhausted all Leave Bank days, for each additional Professional Leave day, the teacher shall have one day's pay deducted from salary by the School District.

Subd. 7. Unused Leave and Banked Time Over 120 Days. Unused Professional Leave days shall be credited to the teacher's Leave Bank. If the teacher's Leave Bank at the end of the school year is in excess of 120 days, teachers shall be compensated at the daily substitute beginning rate as established on the first day of the school year for any of those days. This payment shall be made prior to the end of the contract year. The total number of days in the Leave Bank shall not be more than 120 days going into the new school year.

Subd. 8. Limit. The number of teachers on pre-approved Professional Leave at any time shall not exceed nine percent (9%) of the total teacher FTEs in each school building. Teachers who are taking Maternity Leave shall not be counted in the nine percent (9%); however, all teachers on Maternity Leave must use all Professional Leave before accessing leave without pay. The maximum number of staff who can be out for pre-approved Professional Leave at each building shall be emailed out to each building rep, principal, and BPEA leadership at the beginning of each school year.

Subd. 9. Prohibitions.

a) The use of Professional Leave is at the discretion of the teacher; provided, however, Professional Leave shall not be used on parent-teacher conference days, the first or last student contact days of the school year, or pre-school workshop days in the building to which that teacher is assigned, unless the school board has changed such days from those originally set in the school calendar to make up days lost by reason of inclement weather or other good cause. BPEA recognizes that it is the teacher's professional responsibility to be present in the classroom on these days. The Superintendent may grant leave upon written request by the teacher.

b) Teachers shall not make request in excess of five consecutive leave days to their immediate supervisor. Teachers may make a written request to the Superintendent for permission to

use in excess of five days of consecutive Professional Leave. Final approval is subject to the Superintendent's approval. Each request shall stand on its own merit and shall not establish past practice.

Section 2. Application for Long Term Disability Insurance Benefits.

Subd. 1. Application. Teachers on disability leave who have met the requirements of the qualifying period for benefits under the long term disability insurance coverage carried by the School District shall make prompt application for such benefits.

Subd. 2. Qualifications. On qualifying for disability insurance benefits and notification thereof, the teacher shall be placed on an unpaid medical leave of absence and all salary payments and disability leave payments shall cease; provided, however, that any salary accrued but not yet paid to the teacher shall be paid.

Subd. 3. Retention of Unused Leave. A teacher on unpaid medical leave shall retain his or her unused accumulated disability leave and may continue the insurance fringe benefits at his or her own expense.

Subd. 4. Notification. The School District shall notify the insurance carrier of any teacher who is on leave of absence due to personal illness or disability for more than sixty (60) days.

Section 3. Bereavement. Leave for bereavement reasons is limited to spouse, child, parents, parents-in-law, grandparents, grandchildren, sibling and sibling-in-law of the employee. (See Article X. Section 2. Subd. 1.B) One day per year shall be allowed for the death of a relative or close personal friend not included elsewhere in this bereavement leave.

- a) The request to access Bereavement Leave will be presented to the Superintendent for his/her approval in writing.
- b) The first one (1) day of bereavement leave used will not be deducted from Professional Leave. Teachers must access their annual Professional Leave after the first day, and before accessing Bereavement Leave per this article.
- c) Teachers requesting bereavement leave resulting in an absence for more than five (5) consecutive contract days will access their Leave Bank on the sixth (6th) consecutive day and beyond. A maximum of eleven Professional Leave and Leave Bank days may be used. Additional days may be granted at the superintendent's discretion; and
- d) The Superintendent's decision is not subject to the grievance procedure.

Section 4. Child Care, Maternity, Paternity and/or Adoption Leave: The Board shall grant a child care leave to any teacher who makes a written application for such leave regardless of marital status provided the teacher is the legal guardian caring for the child on a full time basis.

Subd. 1. A teacher making application for child care leave shall inform the superintendent in writing of intention to take leave at least three calendar months before commencement of the intended leave whenever possible. A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.

1. An employee may use Leave Bank days for a time period of 50 working contract days following the birth or adoption of a child, if the employee has the days in their Leave Bank (30 days is standard, but more paid time can be used if the employee has time built up.).

Subd. 2. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year- i.e. winter vacation, spring vacation, quarter break. (Adoption leave will commence at the date of home placement).

Subd. 3. In making a determination concerning the commencement and duration of a child care leave, the School District shall not, in any event, be required to:

1. Grant any leave more than twelve (12) months in duration.

2. Permit the teacher to return to his or her employment prior to the date designated in the request for child care leave.

Subd. 4. A teacher returning from child care leave shall be reinstated to the teacher's original job or to a position of like status and pay. The continuing contract shall remain in effect, and the teacher shall retain all seniority, salary and fringe benefits which the teacher had accrued prior to taking child care leave.

Subd 5. Teachers completing less than one-half year of teaching prior to taking the leave herein contemplated, on returning to teaching shall be placed on the same step of the salary schedule which they previously occupied. Teachers who have completed one-half or more of the teaching year at the time of taking the leave herein contemplated shall advance one step on the salary schedule on their return to employment. Teachers taking this leave shall retain all seniority and all fringe benefits including such leave which they had accrued prior to taking the leave. Any teacher wishing to continue participation in the health insurance program of the School District while on leave shall pay the cost of the insurance premium until they return from the leave. The benefits of this section shall accrue to both married and unmarried personnel.

Section 5. Sabbatical Leave:

Subd.1. A sabbatical leave of absence, without pay, of up to one year may be granted at the district's discretion to no more than two full time teachers, upon application for the purpose of engaging in study at an accredited college, university, or in a field reasonably related to the teacher's professional responsibilities, or in a foreign or military teaching program. Upon returning from such a leave, a teacher shall be reinstated to the teacher's original job or to a position of like status, and shall retain all seniority and fringe benefits as would have been accrued had the teacher taught in the Belle Plaine School District during such period. The School District may grant a sabbatical leave to any teacher, as defined in this contract, who has been employed at least seven (7) consecutive years and who has not had a sabbatical leave during the seven years immediately preceding.

Subd. 2. This sabbatical may be extended a total of two years upon a six month notification to the School District prior to the anniversary date of said sabbatical.

Subd. 3. Teachers completing less than one-half year of teaching prior to taking the leave herein contemplated, on returning to teaching shall be placed on the same step of the salary schedule which they previously occupied. Teachers who have completed one-half or more of the teaching year at the time of taking the leave herein contemplated shall advance one step on the salary schedule on their return to employment. Teachers taking this leave shall retain all seniority and all fringe benefits including such leave which they had accrued prior to taking the leave. Any teacher wishing to continue participation in the health insurance program of the School District while on leave shall pay the cost of the insurance premium until they return from the leave. The benefits of this section shall accrue to both married and unmarried personnel.

Section 6. Professional Visitation Leave:

Subd. 1. Upon request to the principal, teachers may be allowed one (1) day of release time per teacher for classroom visitation and school observation. This policy is directed toward local area visits only and is not intended to conflict with the policy relating to attendance at state, regional and national conferences and conventions. Such visitations may be used to examine new or innovative types of programs in operation in one of the district schools or in other schools in the local area.

Section 7. Professional Growth Leave:

Subd. 1. This leave shall encompass seminars, workshops and short courses not covered elsewhere in this article. Professional Growth Leave may be initiated by the teacher, coach, supervisor or advisor directly to the School District, may be requested by the teacher and through the administrator or may be directed by the school district.

Subd.2. The School District shall reserve the right to grant each request on an individual basis. Application may be made for reimbursement of fees, mileage, and meals.

Subd.3. The School District shall reserve the right to determine reimbursement on an individual basis with the following exception: if the Professional Growth Leave is directed by the school district, the teacher will receive full pay and the district will pay the substitute teacher.

Section 8. Jury Service: A teacher who serves on jury duty shall be granted the day, or days, necessary as stipulated by the court to discharge this responsibility without any salary deduction or loss of basic leave allowance. The compensation received for jury duty shall be remitted to the school district.

Section 9. Short Term Emergency Leave: Such leave shall be granted pertaining to emergencies involving the teacher and/or immediate family that are not covered elsewhere in this article. Such leave shall be granted only when no control by the teacher can be exercised over the event. Time will be deducted from their accumulated Leave Bank.

Section 10. Military Leave: Military leave shall be granted pursuant to applicable law.

Section 11. Teachers on Leave: Any teacher on any unpaid leave of absence is eligible to participate in the district's group insurance program if permitted under the insurance policy provisions. The teacher shall pay the entire premium for such programs as the teacher wishes to retain commencing with the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the teacher does not return to the district after completion of the approved leave.

ARTICLE X HOURS OF SERVICE

Section 1: Length of School Year: The School District and the Exclusive Representative of the EM-BPEA mutually agree to a total of 184 duty days for the 2017-2018 and 2018-2019 school years. The result will be 184 total contract days, 174 student contact days, 8 teacher workshop/staff development days and 2 parent teacher conference days. The School District shall have total discretion as to when these days occur.

Section 2: Make-up Days: In the event that teacher contract days in any one school year are lost due to any emergency, the School District at its discretion will have the right to require students and staff to make-up the time that has been lost. The School District shall have total discretion as to when these days occur.

Section 3. Basic Day: The normal teacher's day, including a 25 minute duty free lunch period, shall be eight consecutive hours.

Section 4. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of School District. The specific hours for each building will be designated by the School District.

Section 5. Additional Activities: In addition to the basic school day, teachers may be requested to participate in school activities beyond the basic teacher's day. The School District shall advertise these assignments on the district website until the position is filled. Participation by the teacher shall be required for the first two times after volunteer participation has been exhausted. All subsequent assignments shall be on a voluntary basis.

Section 6. Preparation Time: Each full time teacher will be provided an average of 250 minutes per week during student contact hours for preparation.

ARTICLE XI
RETIREMENT

Section 1. 403-B Retirement Plan: Teachers hired after June 30, 1989 may elect to participate in a 403-B matching annuity plan provided by the school district. Employee eligibility begins upon achieving tenure with the School District. The amount matched shall not exceed \$1,300. The maximum district contribution per employee is capped at \$50,000.

Section 2. Severance:

Subd. 1. Qualifications: The severance payout as outlined in Sub. 2 is only available to teachers hired prior to June 30, 1989 and whose name appears on the severance eligibility list attached to this contract as Appendix III. To qualify for this payout, said teacher must have met all of the following guidelines:

- a.) Be a full time teacher who has met eligibility requirements for the Rule of 90 under the provisions of TRA.
- b.) Submit in writing their intent to resign no later than 90 days prior to the anticipated date of retirement that has been accepted by the School Board.
- c.) Completed application to TRA for a retirement annuity.

Subd. 2. Amount: Upon completing the qualifications in Subd. 1 of this article, the severance retirement payment shall be equal to 100% of the teacher's final base salary or \$42,000, which ever is the lesser amount. For calculation of final base salary, extracurricular or extra assignment pay will not be included.

Subd. 3. Beginning with the 2006-2007 school year, full time teachers who were hired prior to June 30, 1989 will be eligible to participate in a 403-B matching annuity plan provided by the district. The district will provide a match of up to \$1,300. Any 403-B contributions by the district on the teacher's behalf will be subtracted from the Severance amount determined in Subd. 2.

Subd. 4. Health Retirement Annuity: Upon completing the qualifications in Subd. 1 of this article, the retiring teacher shall also be entitled to a Health Retirement Annuity/HSA payment of \$1,800 per year for a period of 8 years starting from the date of retirement.

Subd. 5. Payment Options: All eligible teachers who may decide to retire during the years covered by this bargaining agreement must decide as a group how they wish to receive their severance pay from the District. There are three options to consider: 1) Severance cash – the teacher will receive the severance pay in three equal installments over a time period not to exceed three years from the date of retirement; 2) 403(b) – The District will deposit the severance pay into a 403(b) account that the teacher has chosen from the list of approved plans through the district; 3) Health Care Savings Plan (HCSP) – The District will deposit the severance pay in the teacher's name into the Post Retirement HCSP which was established by the Minnesota State Retirement System (MSRS). 4) The teachers who are eligible to retire during the years covered by this Master Agreement will vote on the payments option to be used during the course of this Agreement. They may select any percentage combination (equaling 100%) of the three options available but must make their decision prior to May 1 of the first year of the two year agreement period.

Subd. 6. Payment: The severance payment will be placed in a Post-Retirement Annuity. The District shall have the right to select the vendor of the annuity. The school district shall have sole discretion to determine when and how the benefit is paid. All payments shall be made within 36 months of June 30 of the year in which the teacher retires. The school district shall pay the Post Retirement Annuity in three (3) equal installments. The Health Retirement Annuity Payment will be made annually to the teachers HRA or HSA account beginning on July 1st in the year after retirement and continuing on July 1st each year thereafter. The vendor of this annuity shall also be selected by the district.

Subd. 7. Neither the severance retirement payment nor the health retirement annuity shall be granted to any teacher discharged for just cause by the school district.

Subd. 8. If a retired teacher who has met the qualifications outlined in Sub. 1 of this article dies before the entire retirement payment or health retirement annuity is disbursed, the teacher's estate shall receive any remaining amount according to the above schedule.

ARTICLE XII MAINTENANCE OF STANDARDS

Section 1. This Master Agreement shall constitute the full and complete commitment between both parties and may be revised only through the voluntary, mutual consent of the parties in a written, signed amendment to this Master Agreement.

Section 2. This Master Agreement shall supersede any rules regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Master Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE XIII TEACHER ASSIGNMENTS AND QUALIFICATIONS

Section 1. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a teaching license issued by the Minnesota Department of Education.

Section 2. The employment of a teacher whose licensure is based on a limited permit is to be permitted only in cases of absolute necessity.

Section 3. Teachers shall not be assigned outside the scope of their teaching license.

Section 4. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education, driver education, a sixth class for secondary teachers, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Consideration in making the above assignments will be given to licensed teachers as determined by district.

Section 5. All new or vacated positions shall be posted within five (5) days after the opening of a new or vacated position in each of the buildings prior to filling the position.

ARTICLE XIV QUALITY OF EDUCATION

Section 1. The Board and Association agree that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

ARTICLE XV SPECIAL AND STUDENT TEACHING ASSIGNMENTS

Section 1. Assignments for Adult Education, Driver Education and Summer School Programs will be made by the School District. Consideration will be given to qualified teachers possessing permanent teaching licenses regularly employed in the School District during the normal school year. Hourly rate of pay for summer school classes shall be paid per Schedule C and Schedule D.

Section 2. For in-school substitution, during a teacher's conference period, teachers will be compensated at the rate of \$23.51 per hour in 2017-2018 and \$23.86 per hour in 2018-2019. Teachers who absorb students into elementary classrooms during an unfilled vacancy, in addition to teaching their current students, will split the current maximum daily rate of a substitute teacher.

Section 3. A teacher that teaches a sixth class will be compensated at a rate of 1/8 of his/her annual base pay.

Section 4. Homebound instruction and summer school for credit shall be administered by the building principal. Teachers will be paid according to Schedule C and Schedule D. This instruction shall be done during non-duty hours on a voluntary basis. Mileage to and from the student's residence shall be paid at the rate as designated by the School District.

Section 5. Summer Curriculum Writing: The School District shall determine the number of hours necessary to complete a curriculum development project and shall contract with the selected teacher to perform such curriculum development projects based upon the hourly rate in Schedule C and Schedule D. Payment is to be made at the time the project is completed and accepted by the School District.

Section 6. Teacher In-Service Education: The School District may hire a teacher to provide in-service education to staff people at an hourly rate of \$22.00 per hour in 2017-2018 and 2018-2019. The number of hours of preparation time and presentation time shall be determined by the School District and agreed to by the teacher prior to acceptance of the assignment.

Section 7. Any teacher who teaches a college credit course will receive additional compensation of \$500 per semester per course. This payment is inclusive of any required training by sponsoring colleges. Compensation will be added to the teacher's annual teaching compensation and paid throughout the year. Any incurred mileage will be paid at the current IRS mileage rate.

Section 8. Supervisory teachers of student teachers shall be teachers who voluntarily accept the assignment as "supervisory" master teacher.

Section 9. "Supervisory teachers" shall develop extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.

Section 10. The Association agrees to accept student teachers as honorary members during their student teaching period and include them in appropriate meetings and activities of the Association.

ARTICLE XVI EARLY CHILDHOOD FAMILY EDUCATION TEACHERS

Section 1. Statutory Considerations: Pursuant to M.S. 122A.26, an Early Childhood Family Education (ECFE) teacher who teaches in an early childhood and family education program which is offered through a community education program which qualifies for community education aid or ECFE aid must meet licensure requirements as a teacher. However, M.S. 122A.26 specifically provides that such licensure shall not be construed to bring such ECFE teacher within the definition of a teacher for purposes of M.S. 122A.40, Subdivision 1.

Section 2. Application of Agreement: The employment of ECFE teachers is unique and market driven and accordingly, requires particular consideration in the Agreement because of this unique employment relationship.

Section 3. Probationary Period: The probationary period of ECFE teachers shall be three (3) school years of continuous service. During the probationary period, the School District shall have the unqualified right to suspend, discharge, or otherwise discipline an ECFE teacher. Upon completion of the probationary period, an ECFE teacher may be suspended or discharged only for a just cause, and such ECFE teacher shall have access to the grievance procedure.

Section 4. Layoff and Recall: ECFE teachers shall have seniority only as an ECFE teacher and shall have a separate seniority list consisting only of ECFE teachers. An ECFE teacher shall not have any rights to any other teaching position in the School District. ECFE teachers shall be laid off and recalled within the order of seniority with other ECFE teachers.

Section 5. Compensation: ECFE teachers shall be compensated pursuant to the specific ECFE salary schedule, Appendix V and shall not be entitled to compensation on the regular teacher salary schedule.

ARTICLE XVII MEET AND CONFER/POLICY AGREEMENT

Section 1. Representatives of the School District and the Association's Meet and Confer Committee will meet as needed during the school year for the purpose of reviewing the administration of the Agreement to resolve problems of interpretation and to review board policy. These meetings are not intended to bypass the grievance procedure.

Section 2. If, by mutual consent, it is determined to cancel a meeting, the cancellation shall constitute a scheduled meeting. The mutual consent must be in writing by representatives of the School District and the Belle Plaine Education Association.

Section 3. Each party will submit to the other, at least forty-eight (48) hours prior to the meeting, an agenda of items to be discussed.

Section 4. All meetings between the School District and Association will be scheduled to take place at times when the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed upon.

ARTICLE XVIII PUBLICATION OF THE AGREEMENT

Section 1. Copies of this Master Agreement titled "Master Agreement between the Belle Plaine School District and the Belle Plaine Education Association", shall be printed at the expense of the Board within thirty (30) days after the Master Agreement is signed, and a copy shall be presented to every teacher now employed by the Board. Further, the Board shall furnish five (5) copies of the Master Agreement to the Association for its use.

ARTICLE XIX GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by a teacher resulting in a dispute or disagreement between the teacher and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 2. Representative: The teacher, administrator, or school board may be represented during any step of the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definition and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be considered timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the teacher and the school district's designee.

Section 5. Adjustment of Grievance: The school district and the teacher shall attempt to adjust all grievances which may arise during the course of employment of any teacher within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the school district designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or designee shall set a time to meet regarding the grievance within fifteen days after receipt of the appeal. Within ten days after the meeting, the superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the school district, provided such appeal is made in writing within five days after receipt of the decision in Level II. If a grievance is properly appealed to the school district, the school district shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the school district shall issue its decision in writing to the parties involved. At the option of the school district, a committee or representative(s) of the board may be designated by the board to hear the appeal at this level, and report its findings and recommendations to the school district. The school district shall then render its decision.

Section 6. School District Review: The school district reserves the right to review any decision issued under Level I or Level II of this procedure provided the school district or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the school district reviews a grievance under this the school district reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the school district or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the teacher may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the teacher and the school district are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Public Employees Relations Board (PERB) to appoint an arbitrator, pursuant to P.E.L.R.A. providing such request is made within twenty days after request for arbitration. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the PERB within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided in P.E.L.R.A. The arbitrator shall issue a written decision and order including finds of fact that shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of the party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses that the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such a copy.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligation of the public school districts to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

Section 9. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive the rights to initiate a grievance pursuant to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall

be immediately waived. This section shall not apply to actions to compel arbitration as provide in the Agreement or to enforce the award of an arbitrator.

ARTICLE XX
UNREQUESTED LEAVE OF ABSENCE AND
SENIORITY AGREEMENT

Section 1. Seniority and unrequested leave of absence will follow the guidelines mandated by M.S. 122 A. 40, Subdivision 11, as of July 1, 1974 as follows:

Subd. 1. Unrequested leave of absence: The school district may place on unrequested leave of absence, without pay or fringe benefits, as many teachers as may be necessary because of discontinuance of position, lack of pupils, financial limitations, or merger of classes caused by consolidation of districts. The unrequested leave shall be effective at the close of the school year. In placing teachers on unrequested leave, the board shall be governed by the following provisions:

a. The Board may place probationary teachers on unrequested leave first in the inverse order of their employment. No teacher who has acquired continuing contract rights shall be place on unrequested leave of absence while probationary teachers are retained in positions for which the teacher who has acquired continuing contract rights is licensed.

b. Teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed in the inverse order in which they were employed by the school district. In the case of equal seniority, the order in which teachers who have acquired continuing contract rights shall be placed on unrequested leave of absence in fields in which they are licensed shall be in the inverse order of lay off as per Section 2 of this Article.

c. Notwithstanding clauses (a) and (b), if either the placing of a probationary teacher on unrequested leave before a teacher who has acquired continuing rights or the placing of a teacher who has acquired continuing contract rights on unrequested leave before another teacher who has acquired continuing contract rights but who has greater seniority would place the district in violation of its affirmative action program, the district may retain the probationary teacher or the teacher with less seniority.

d. Teachers placed on unrequested leave of absence shall be reinstated to the positions from which they have been given leaves of absences or, if not available, to other available positions in the school district in fields in which they are licensed. Reinstatement shall be in the inverse order of placement on leave of absence. The order of reinstatement of teachers who have equal seniority and who are placed on unrequested leave in the same school year shall be in the inverse order of lay off as per Section 2 of this Article.

e. No appointment of a new teacher shall be made while there is available, on unrequested leave, a teacher who is properly licensed to fill such vacancy, unless the teacher fails to advise the school district within 30 days of the date of notification that a position is available to him, that he may return to employment and that he will assume the duties of the position to which appointed on a future date determined by the board.

f. A teacher placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave.

g. The unrequested leave of absence shall not impair the continuing contract rights of a teacher or result in a loss of credit for previous years of service.

h. The unrequested leave of absence of a teacher who is placed on unrequested leave of absence on or after January 1, 1978 and who is not reinstated shall continue for a period of five years, after which the right to reinstatement shall terminate; provided the teacher's right to reinstatement shall also terminate if he fails to file with the board by April 1 of any year a written statement requesting reinstatement.

i. The same provisions applicable to terminations of probationary or continuing contracts in subdivision 5 and 7 shall apply to placement on unrequested leave of absence.

j. Nothing in this subdivision shall be construed to impair the rights of teachers placed on unrequested leave of absence to receive unemployment compensation if otherwise eligible.

Section 2. Seniority Tie Breaking Procedure:

1. Teachers who are hired for their first contract at the earlier date if hired at the same meeting, the earlier motion will be senior to others. If the tie is not broken by the first criteria then;
2. Teachers who have more approved hours in the field that is germane will be senior to others. The cut off date for credits to count will be September 15th of the current school year. If the tie is not yet broken, then;
3. Teachers who are licensed to teach in more subject areas that are currently being offered will be senior to others. Subject areas in the Elementary School are defined as kindergarten and elementary (grades 1-6).

ARTICLE XXI
PUBLIC OBLIGATION

Section 1. The parties mutually recognize that their obligation is to the public and that the right of students and residents of the school district to the continuous and uninterrupted operation of the school is of the paramount importance. The exclusive representative agrees, therefore, that during the term of this contract neither the exclusive representative nor any individual employee shall engage in any strike except as provided for in the Minnesota Public Employment Labor Relations Act of 1971, Recodification 1984, as amended.

Section 2. The Board also agrees that it will not, during the period of this Master Agreement, directly or indirectly engage in or assist a lockout or any unfair labor practice, as defined in the Minnesota Public Employment Labor Relations Act of 1981, Recodification 1984, as amended.

ARTICLE XXII
DURATION

Section 1. This Master Agreement shall be effective as of July 1, 2017, and shall continue in effect until June 30, 2019. If a new Master Agreement has not been duly entered into prior to June 30, 2019, then this Master Agreement shall continue in full force and effect until a new Master Agreement is adopted.

Section 2. Effect: This Master Agreement constitutes the full and complete Master Agreement between the school district and the exclusive representative representing the teachers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Master Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions or employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Master Agreement, shall not be open for negotiation during the term of this Master Agreement.

Section 4. Severability: The provisions of this Master Agreement are severable, and if any provision thereof, or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Master Agreement or the application of any provision thereof.

ARTICLE XXIII
PRESCHOOL TEACHERS

All provisions of the Master Agreement between the District and the Union apply to Preschool Teachers, with the following exceptions:

Section 1. Preschool Teachers shall work 167 days per year. All eligibility or designations in the Master Agreement will be based on that number of days.

Section 2. Preschool Teachers will be placed on a separate seniority list. All other provisions of Article XX Unrequested Leave of Absence and Seniority Agreement will apply to Preschool Teachers.

Section 3. Preschool Teachers will begin earning sick days at a pro-rata basis beginning on September 1, 2015. Preschool Teachers will receive personal days in the same manner as other teachers, outlined in Article IX. These days will not be prorated.

ARTICLE XXIV
HIRING/REHIRING OF RETIRED TEACHERS

Section 1. Licensure: Retired teachers who are hired/rehired by the School District must be appropriately licensed in the subject matter that they will be hired to teach.

Section 2. Probationary Period: The probationary period of retired teachers who are hired/rehired by the Scholl District shall be one (1) school year of service.

Section 3. Layoff and Recall: Retired teachers who are hired/rehired by the School District shall have no seniority or bumping rights.

Section 4. Compensation: Retired teachers who are hired/rehired by the School District shall be provided with benefits and leaves as determined by the School District.

Section 5. Benefits: Retired teachers who are hired/rehired by the School District shall be provided benefits and leaves as determined by the School District.

Section 6. Applicable Sections of the Master Agreement: Retired teachers who are hired/rehired by the School District shall be covered by the following articles of the Master Agreement:

ARTICLE I, PURPOSE,

ARTICLE II, RECOGNITION OF EXCLUSIVE REPRESENTATIVE,

ARTICLE III, DEFINITIONS,

ARTICLE IV, SCHOOL DISTRICT RIGHTS,

ARTICLE V, TEACHER RIGHTS,

ARTICLE XI, RETIREMENT,

ARTICLE XXII, DURATION.

Section 7. Sections of the Master Agreement Not Applicable: Retired teachers who are hired/rehired by the School District shall not be eligible for the following articles of the Master Agreement:

ARTICLE VI, BASIC SCHEDULES AND RATES OF PAY,

ARTICLE VII, EXTRA COMPENSATION,

ARTICLE VIII, GROUP INSURANCE,

ARTICLE IX, LEAVES OF ABSENCE,

ARTICLE X, HOURS OF SERVICE,

ARTICLE XIX, GRIEVANCE PROCEDURE,
ARTICLE XX, UNREQUESTED LEAVE OF ABSENCE (ULA) AND SENIORITY
AGREEMENT.

Section 8. Hours of Service, Duty Day, Duty Week, and Duty Year: The hours of service, duty day, duty week, and duty year for retired teachers who are hired/rehired shall be assigned by the School District and may be modified from time to time based upon the School District's needs.

ARTICLE XXV
DOCUMENT AUTHORIZATION

IN WITNESS WHEREOF, the parties have executed this Master Agreement as follows:

President

School Board Chair

Secretary

Clerk

Chief B.P.E.A. Negotiator

Chief School Board Negotiator

Dated this ____ day of _____ 20__

Dated this ____ day of _____ 20__

SCHEDULE A
SALARY SCHEDULE 2017-2018

Qtr Cr	BA	BA/15	BA/30	BA/45	BA/60	MA	MA/15	MA/30	MA/45	MA/60
Sem Cr	BA	BA/10	BA/20	BA/30	BA/40	MA	MA/10	MA/20	MA/30	MA/40
1	36,079	36,784	37,490	38,195	38,900	39,606	40,310	41,016	41,721	42,423
2	37,094	38,053	38,848	39,642	40,517	41,179	42,000	42,775	43,571	44,373
3	38,112	39,322	40,208	41,091	42,134	42,755	43,692	44,533	45,423	46,324
4	39,128	40,591	41,566	42,538	43,751	44,329	45,382	46,293	47,273	48,274
5	40,145	41,861	42,925	43,986	45,367	45,905	47,073	48,051	49,124	50,224
6	41,161	43,130	44,283	45,433	46,985	47,479	48,764	49,811	50,975	52,175
7	42,179	44,399	45,643	46,882	48,603	49,055	50,454	51,570	52,826	54,125
8	43,194	45,670	47,001	48,385	50,219	50,629	52,145	53,328	54,677	56,076
9	44,212	46,938	48,361	49,777	51,836	52,205	53,835	55,089	56,527	58,026
10	45,228	48,207	49,720	51,226	53,453	53,779	55,526	56,847	58,378	59,976
11	46,245	49,478	51,079	52,674	55,070	55,354	57,217	58,606	60,230	61,927
12	47,261	50,747	52,438	54,122	56,688	56,928	58,907	60,364	62,080	63,877
13	48,279	52,017	53,797	55,571	58,306	58,505	60,599	62,125	63,932	65,829
14	48,769	52,507	54,288	56,061	58,796	58,995	61,089	62,615	64,423	66,319
15	49,260	52,998	54,779	56,552	59,287	59,486	61,580	63,106	64,914	66,810
16	49,587	53,325	55,106	56,879	59,614	59,813	61,907	63,433	65,241	67,137
17	49,914	53,652	55,433	57,206	59,941	60,140	62,234	63,760	65,568	67,464
18	50,241	53,979	55,760	57,533	60,268	60,467	62,561	64,087	65,895	67,791
19	50,241	53,979	56,123	57,896	60,631	60,830	62,923	64,450	66,257	68,153
20	50,241	53,979	56,486	58,260	60,994	61,194	63,287	64,813	66,621	68,517
21	50,241	53,979	56,850	58,623	61,359	61,557	63,651	65,178	66,985	68,881
22	50,241	53,979	56,850	58,623	61,721	61,921	64,014	65,540	67,347	69,244
23	50,241	53,979	56,850	58,623	62,084	62,284	64,377	65,903	67,711	69,607
24	50,241	53,979	56,850	58,623	62,449	62,648	64,741	66,268	68,075	69,971

SCHEDULE B
SALARY SCHEDULE 2018-2019

Qtr Cr	BA	BA/15	BA/30	BA/45	BA/60	MA	MA/15	MA/30	MA/45	MA/60
Sem Cr	BA	BA/10	BA/20	BA/30	BA/40	MA	MA/10	MA/20	MA/30	MA/40
1	36,620	37,336	38,052	38,768	39,484	40,200	40,915	41,631	42,347	43,060
2	37,650	38,624	39,431	40,237	41,124	41,797	42,630	43,417	44,225	45,039
3	38,683	39,911	40,811	41,707	42,766	43,396	44,348	45,201	46,104	47,019
4	39,715	41,200	42,190	43,176	44,407	44,994	46,063	46,987	47,982	48,999
5	40,747	42,489	43,569	44,646	46,048	46,593	47,779	48,772	49,861	50,977
6	41,779	43,777	44,948	46,115	47,690	48,191	49,495	50,559	51,740	52,957
7	42,811	45,065	46,328	47,585	49,332	49,791	51,211	52,343	53,618	54,937
8	43,842	46,355	47,706	49,110	50,972	51,389	52,927	54,128	55,497	56,917
9	44,875	47,642	49,086	50,524	52,613	52,988	54,642	55,915	57,375	58,896
10	45,907	48,930	50,465	51,994	54,255	54,586	56,359	57,700	59,254	60,876
11	46,938	50,220	51,845	53,464	55,896	56,184	58,075	59,485	61,133	62,856
12	47,970	51,508	53,224	54,934	57,538	57,782	59,790	61,270	63,011	64,835
13	49,003	52,797	54,604	56,404	59,180	59,382	61,508	63,057	64,891	66,816
14	49,501	53,295	55,102	56,902	59,678	59,880	62,005	63,555	65,389	67,314
15	49,999	53,793	55,600	57,400	60,176	60,378	62,503	64,053	65,887	67,812
16	50,331	54,125	55,932	57,732	60,508	60,710	62,835	64,385	66,219	68,144
17	50,663	54,457	56,264	58,064	60,840	61,042	63,167	64,717	66,551	68,476
18	50,995	54,789	56,596	58,396	61,172	61,374	63,499	65,049	66,883	68,808
19	50,995	54,789	56,965	58,765	61,540	61,743	63,867	65,416	67,251	69,176
20	50,995	54,789	57,333	59,134	61,909	62,112	64,236	65,785	67,620	69,544
21	50,995	54,789	57,703	59,503	62,279	62,481	64,606	66,155	67,990	69,914
22	50,995	54,789	57,703	59,503	62,647	62,850	64,974	66,523	68,358	70,282
23	50,995	54,789	57,703	59,503	63,016	63,218	65,343	66,892	68,726	70,651
24	50,995	54,789	57,703	59,503	63,385	63,587	65,713	67,262	69,096	71,021

SCHEDULE C
2017 – 2018 Extra Curricular Schedule

Group	A 1-2-3 years	B 4-5-6 years	C 7+ years
Boys BB	4,902	5,104	5,370
Girls BB			
Football			
Wrestling			
Volleyball			

Baseball	3,701	3,902	4,102
Softball			
Tennis			
Golf			
Track			
Cross Country			
Speech, Data			

3 Act Play Director	3,201	3,401	3,600
Musical Director			
Yearbook			
FFA			
Dance			

Boys Basketball 1st Asst	3,001	3,201	3,401
Girls Basketball 1st Asst			
FB 1st Asst			
VB 1st Asst			
WR 1st Asst			
FB 9th Grade			
VB 9th Grade			
Boys Basketball 9th Gr.			
Girls Basketball 9th Gr.			

1 Act Play Director	2,401	2,603	2,804
Science Fair			
Robotics			
Visual Arts/Art Club			

Group	A 1-2-3 years	B 4-5-6 years	C 7+ years
TR 1st Asst	2,302	2,501	2,729
Softball 1st Asst			
Baseball 1st Asst			
Asst Speech			
9 Gr Softball			
9 Gr Baseball			

FCCLA	2,002	2,200	2,401
Band			
Boys Basketball 2nd Asst			
Girls Basketball 2nd Asst			

1st Asst. Dance	1,599	1,801	2,001
One Act Play Asst Director			
FB 2nd Asst			
VB 2nd Asst			
WR 2nd Asst			
Tennis 1st Asst			
CC 1st Asst			

Weight Room Supervisor (Per Season)	1,599	1,599	1,599
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PLC Team Leader	1,070	1,070	1,070
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Sr. Class Advisor	1,399	1,599	1,801
Softball 2nd Asst			
Baseball 2nd Asst			
TR 2nd Asst			
Tennis 2nd Asst			
Dance 2nd Asst			
Golf 1st Asst (2)			
Pep Club			

3 Act Play Asst	1,199	1,399	1,599
Asst Visual Arts/Art Club			
JH Student Council			
SH Student Council			
Jr. Class Advisor			

NHS			
Group	A 1-2-3 years	B 4-5-6 years	C 7+ years
Photo Club	1,042	1,232	1,420

Choir	700	901	1,100
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Yearbook-Extra Curricular (When Yearbook is part of the curriculum)	655	655	655
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Musical Staff (Lead Director in conjunction with AD and HS Principal will determine need for assistants and salaries)	3,837	3,837	3,837
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Summer School	26	28	30
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Homebound Instruction	\$22.50
Summer Curriculum Writing	
In-School Substitution	

Adjunct (temporary) Coaching Positions. These are assistant coaches hired if student numbers are sufficiently high enough in any given activity. Each position is subject to the approval of the district. Number of weeks contracted is at discretion of the activities director. \$120 per week

SCHEDULE D
2018 – 2019 Extra Curricular Schedule

Group	A 1-2-3 years	B 4-5-6 years	C 7+ years
Boys BB	5,073	5,283	5,558
Girls BB			
Football			
Wrestling			
Volleyball			

Baseball	3,831	4,038	4,246
Softball			
Tennis			
Golf			
Track			
Cross Country			
Speech, Data			

3 Act Play Director	3,313	3,520	3,726
Musical Director			
Yearbook			
FFA			
Dance			

Boys Basketball 1st Asst	3,106	3,313	3,520
Girls Basketball 1st Asst			
FB 1st Asst			
VB 1st Asst			
WR 1st Asst			
FB 9th Grade			
VB 9th Grade			
Boys Basketball 9th Gr.			
Girls Basketball 9th Gr.			

1 Act Play Director	2,485	2,694	2,902
Science Fair			
Robotics			
Visual Arts/Art Club			

Group	A 1-2-3 years	B 4-5-6 years	C 7+ years
TR 1st Asst	2,382	2,589	2,825
Softball 1st Asst			
Baseball 1st Asst			
Asst Speech			
9 Gr Softball			
9 Gr Baseball			

FCCLA	2,072	2,277	2,485
Band			
Boys Basketball 2nd Asst			
Girls Basketball 2nd Asst			

1st Asst. Dance	1,655	1,864	2,071
One Act Play Assistant Director			
FB 2nd Asst			
VB 2nd Asst			
WR 2nd Asst			
Tennis 1st Asst			
CC 1st Asst			

Weight Room Supervisor (Per Season)	1,655	1,655	1,655
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PLC Team Leader	1,107	1,107	1,107
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Sr. Class Advisor	1,448	1,655	1,864
Softball 2nd Asst			
Baseball 2nd Asst			
TR 2nd Asst			
Tennis 2nd Asst			
Dance 2nd Asst			
Golf 1st Asst (2)			
Pep Club			

3 Act Play Asst	1,241	1,448	1,655
Asst Visual Arts/Art Club			
JH Student Council			
SH Student Council			
Jr. Class Advisor			

NHS			
Group	A 1-2-3 years	B 4-5-6 years	C 7+ years
Photo Club	1,078	1,275	1,470

Choir	725	932	1,139
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Yearbook-Extra Curricular (When Yearbook is part of the curriculum)	678	678	678
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Musical Staff (Lead Director in conjunction with AD and HS Principal will determine need for assistants and salaries)	3,972	3,972	3,972
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Summer School	26.91	28.98	31.05
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Homebound Instruction	\$23.28
Summer Curriculum Writing	
In-School Substitution	

Adjunct (temporary) Coaching Positions. These are assistant coaches hired if student numbers are sufficiently high enough in any given activity. Each position is subject to the approval of the district. Number of weeks contracted is at discretion of the activities director. \$120 per week

APPENDIX I

NOTICE OF ASSIGNMENT

TO: _____

DATE: _____

FROM: Independent School District No. 716

OFFICIAL'S SIGNATURE: _____

SUBJECT: Notice of Salary and Assignment for the 20__ - 20__ School Year

1. Your basic assignment for the 20__-20__ school year is

2. Pursuant to the provision of the Teachers' Master Agreement, your salary for the 20__ - 20__ school year for basic service is \$ _____.

Salary base is lane _____ step _____

Career Increment Level _____ Compensation _____

3. In addition, you have been assigned the following extra assignment(s) at the specified additional compensation, for the 20__ - 20__ school year: (See Article VII of the Master Agreement)

Assignments

Additional Compensation

4. Your total salary, exclusive of fringe benefits, for basic services and extra assignments is \$ _____

5. The School District reserves the right to make any modifications or adjustments in these assignments during the school year.

APPENDIX II

PART - TIME TEACHING CONTRACT ASSIGNMENT TABLE

Secondary Teacher Classes Taught	Elementary Teacher Teaching Minutes	Total Contract Minutes Per Day	Total Contract Minutes Per Week	Total Contract Hours Per Week	Contract Fraction F.T.E.	Fringe Benefits
-----	24	40	200	-----	.083	none
1 class	48	80	400	-----	.167	none
-----	72	120	600	10	.25	none
2 classes	96	160	800	-----	.333	.333
-----	120	200	1000	-----	.417	.417
3 classes	144	240	1200	20	.5	.5
-----	168	280	1400	-----	.583	full
4 classes	192	320	1600	-----	.667	full
-----	216	360	1800	30	.75	full
5 classes	240	400	2000	-----	.833	full
-----	264	440	2200	-----	.917	full
5 classes	288	480	2400	40	1.0	full

+ study,
or equal

Please Note:

Part-time teachers whose F.T.E. contract fraction falls between the above stated fraction F.T.E. positions will be rounded up or down to the nearest F.T.E. fraction.

In the event the teacher is employed by the district less than full time and works full days; i.e. — if a teacher works 3 full days per week; they would be considered a .6 FTE employee. Appendix II will be used when a teacher teaches part time every day of the week.

APPENDIX III
TEACHER SEVERANCE ELIGIBILITY LIST

The following teachers currently under contract with the Belle Plaine Public Schools were hired prior to the June 30, 1989 and represent the only teachers under contract who may be eligible for severance if guidelines are met as described in Article XI, Section 2, Subd. 1. (In alphabetical order)

Janel Eischens
Carol Hannon-Orr

APPENDIX IV

Early Childhood Family Education Licensed Salary Schedule

STEPS	2017-18 HRLY WAGE	2018-19 HRLY WAGE
1	20.48	20.79
2	21.10	21.42
3	21.73	22.06
4	22.15	22.48
5	22.82	23.16
6	23.07	23.41
7	23.28	23.63
8	23.58	23.93
9	23.75	24.11
10	24.00	24.36

1st Reading: 10/23/2006

2nd Reading: 11/27/2006

Approved: 12/18/2006

Revised: 5/28/13

405 VETERAN'S PREFERENCE

I. PURPOSE

The purpose of this policy is to comply with Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to comply with the VPA regarding veteran's preference rights and mandating preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice and in writing. This paragraph does not apply to the position of teacher.
- C. Veteran preference points will be applied pursuant to applicable law as follows:
 - 1. A credit of ten points shall be added to the competitive open examination rating of a non disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.
 - 4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.
- D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.

- E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.
- F. The school district's policy to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.
- G. If the school district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.
- H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.
 - 1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
 - 2. A veteran must irrevocably elect to be governed either by the VPA or by the arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.
- I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
Minn. Stat. § 197.455 (Veteran's Preference Applied)
Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

Adopted: _____

MSBA/MASA Model Policy 405

Orig. 1995

Revised: _____

Rev. ~~2012~~ 2016

405 VETERAN'S PREFERENCE

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

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

- A. The school district's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.
- B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.
- C. Veteran's preference points will be applied pursuant to applicable law as follows:
 - 1. A credit of ten points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.
 - 3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.
 - 4. A preference may be used by the surviving spouse of a deceased veteran and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.

- D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.
- E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.
- F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.
- G. If the school district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.

[Note: A school district may require a veteran to complete an initial hiring probationary period as defined in Minn. Stat. § 43A.16.]

- H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.
 - 1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.
 - 2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.
- I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
 Minn. Stat. § 197.455 (Veteran's Preference Applied)
 Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)
Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

1st Reading: 10/23/2006

2nd Reading: 11/27/2006

Approved: 12/18/2006

Revised: 7/22/2013, 8/25/2014

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. §260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Mandated Reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below,

other than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, or medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minn. Stat. §260C.007, Subd. 4, Clause (5);
7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

- F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a

similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

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

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

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

- H. “School Personnel” means professional employee or professional’s delegate of the school district who provides health, educational, social, psychological, law enforcement or child care services.

- I. “Sexual Abuse” means the subjection of a child by a person responsible for the child’s care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse

includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. §243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

- J. “Mental Injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- K. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- L. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred and may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

V. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.

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

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

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

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

Adopted: _____

MSBA/MASA Model Policy 414

Orig. 1995

Revised: _____

Rev. 2015 2016

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

[Note: This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.

- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
 2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
 4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
 5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
 6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 4, Clause (5);
 7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
 8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional response, or cognition that is not within the normal range for the child’s age and stage of development, with due regard to the child’s culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child’s care in good faith has selected and depended on those means for treatment or care of disease, except where the lack

of medical care may cause serious danger to the child's health.

- F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- G. "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- H. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to

this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.

- I. “School personnel” means professional employee or professional’s delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- J. “Sexual abuse” means the subjection of a child by a person responsible for the child’s care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

[Note: The inclusion of sex trafficking becomes effective on May 29, 2017.]

- K. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- L. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the local welfare agency, police department, county sheriff, tribal social services, or tribal police department. The reporter will include his or her name and address in the report.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred and may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

[Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to

any of the agencies listed in Section IV. A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE.]

V. INVESTIGATION

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

school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 4, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)

Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

1st Reading: 10/22/2012
2nd Reading: 11/26/2012
Approved: 12/17/2012

715 FOOD SERVICE ACCOUNT POLICY

I. PURPOSE

The purpose of this policy is to set fiscal guidelines in food service that are fair to patrons and the School District.

II. GENERAL STATEMENT OF POLICY

In order to purchase meals at Belle Plaine Schools, students and staff must ensure that funds are available in their meal accounts.

II. DEFINITION

A. K-6 (Chatfield Elementary and Oak Crest Elementary)

1. If a student's account balance is \$10.00 or less, an e-mail is sent to the student's parents to notify them of the current balance shortfall.
2. If the account balance falls below \$5.00, a second e-mail is sent to the student's parents to notify them of the current balance shortfall.
3. If a student's account balance falls to or below \$0, a student is allowed two more meals. If the account balance is still below \$0 after two meals, the student will receive a cheese sandwich and milk until the account has a positive balance. In addition, the account will be referred to the District Office for further review.

B. 7-12 (Jr-Sr High School)

1. If a student's account balance is \$10.00 or less, an e-mail is sent to the student's parents to notify them of the current balance shortfall.
2. If the account balance falls below \$5.00, a second e-mail is sent to the student's parents to notify them of the current balance shortfall.
3. If the account balance is \$0 or less, the student may **not** charge ala carte items to their accounts.
4. If a student's account balance falls to or below \$0, the student is allowed two more meals. If the account balance is still below \$0 after two meals, the student will receive a cheese sandwich and milk until the account has a positive balance. In addition, the account will be referred to the District Office for further review.

C. Staff Accounts

1. If a staff member's account balance is \$10.00 or less, an e-mail is sent to the staff person to notify them of the current balance shortfall.
2. If the account balance falls below \$5.00, a second e-mail is sent to the staff person to notify them of the current balance shortfall.
3. If the account balance is \$0 or less, the staff member may **not** charge meals or ala carte items to their accounts.
4. If a staff member's account balance falls below \$0, the account will be referred to the District Office for further review.

1st Reading: 10/22/2012
2nd Reading: 11/26/2012
Approved: 12/17/2012

715 — FOOD SERVICE ACCOUNT POLICY
534 UNPAID MEAL CHARGES

I. PURPOSE

The purpose of this policy is to ~~set fiscal guidelines in food service that are fair to patrons and the School District~~ ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. GENERAL STATEMENT OF POLICY PAYMENT OF MEALS

~~In order to purchase meals at Belle Plaine Schools, students and staff must ensure that funds are available in their meal accounts.~~ Students and staff have use of a meal account. When the balance reaches zero, a student may charge no more than two meals to this account. When an account reaches this limit, a student shall not be allowed to charge further meals or a la carte items until the negative account balance is paid. Staff members may not charge any items that will put their account into a negative balance.

- A. If the school district receives school lunch aid under Minn. Stat. § 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- B. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.
- C. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

III. DEFINITION LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION
Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

- A. ~~K-6 (Chatfield Elementary and Oak Crest Elementary)~~ **Student Accounts**
 - 1. ~~If a student's account balance is \$10.00 or less, an e-mail is sent to the student's parents to notify them of the current balance shortfall.~~

- ~~2. If the account balance falls below \$5.00, a second e-mail is sent to the student's parents to notify them of the current balance shortfall.~~
- ~~3. If a student's account balance falls to or below \$0, a student is allowed two more meals. If the account balance is still below \$0 after two meals, the student will receive a cheese sandwich and milk until the account has a positive balance. In addition, the account will be referred to the District Office for further review.~~

~~B. 7-12 (Jr-Sr High School)~~

1. If a student's account balance is \$10.00 or less, an e-mail is sent to the student's parents to notify them of the current balance shortfall.
2. If the account balance falls below \$5.00, a second e-mail is sent to the student's parents to notify them of the current balance shortfall.
3. If the account balance is \$0 or less, the student may **not** charge ala carte items to their accounts.
4. If a student's account balance falls to or below \$0, the student is allowed two more meals. If the account balance is still below \$0 after two meals, the student will receive a cheese sandwich and milk until the account has a positive balance. In addition, the account will be referred to the District Office for further review.

EB. Staff Accounts

1. If a staff member's account balance is \$10.00 or less, an e-mail is sent to the staff person to notify them of the current balance shortfall.
2. If the account balance falls below \$5.00, a second e-mail is sent to the staff person to notify them of the current balance shortfall.
3. If the account balance is \$0 or less, the staff member may **not** charge meals or ala carte items to their accounts.
4. If a staff member's account balance falls below \$0, the account will be referred to the District Office for further review.

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.**

- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$10.00, not paid prior to the end of the month will be turned over to the superintendent's designee for collection. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
 - 1. all households at or before the start of each school year
 - 2. students and families who transfer into the school district, at the time of enrollment; and
 - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district may post the policy on the school district's website, in addition to providing the required written notification described above.

Legal References: Minn. Stat. § 124D.111, Subd. 4
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.08 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

1st Reading: 9/25/2017
2nd Reading: 10/16/2017
Approved:

620 CREDIT FOR LEARNING

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 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 may be used to compute class rank if a student has earned at least 5 credits from the Belle Plaine 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 an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school 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 an accredited nonpublic school or public school in another state may be used to compute class rank if a student has earned at least 5 credits from the Belle Plaine 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 a 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.
- B. The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.

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)