

INTERNATIONAL FALLS PUBLIC SCHOOLS, ISD 361

Regular School Board Meeting Agenda
Monday, August 17, 2020 at 5:00 PM
Electronic Meeting held Via ZOOM

Mission Statement: *In partnership with parents and the community, the International Falls School District will prepare every student to become a productive citizen by developing their maximum potential within a safe climate of mutual respect and trust.*

Topic: August School Board meeting
Time: Aug 17, 2020 05:00 PM Central Time (US and Canada)

Join Zoom Meeting
<https://isd361.zoom.us/j/88639597391?pwd=WG1heDRRdjVkJZ1MyYk0zaUFCR2JBdz09>

Meeting ID: 886 3959 7391
Passcode: Ecbp75
One tap mobile
+13126266799,,88639597391#,,,,,0#,,429956# US (Chicago)
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Dial by your location
+1 312 626 6799 US (Chicago)
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+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)

Meeting ID: 886 3959 7391
Passcode: 429956

CALL TO ORDER

1. Roll Call:

- | | |
|--|---|
| <input type="checkbox"/> Mike Holden | <input type="checkbox"/> Michelle Hebner |
| <input type="checkbox"/> Toni Korpi | <input type="checkbox"/> Jennifer Windels |
| <input type="checkbox"/> Ted Saxton | <input type="checkbox"/> Terry Murray |
| <input type="checkbox"/> Roxanne Skogstad-Ditsch | |
| <input type="checkbox"/> Kevin Grover | <input type="checkbox"/> Ella Bahr-Jeffries, Student Representative |

2. Pledge of Allegiance

Approval of Agenda

1. Approve agenda as presented. Motion by __, second by __. Motion carried / failed.

Open Forum

1. Public Open Forum

Consent Agenda

Approve the Consent Agenda as presented. Motion by ____; second by _____. Motion carried / failed.

1. Approve past meeting minutes for the regular school board meeting on July 20th, and special meetings August 3rd, August 10th.
2. Approve current accounts payable due in the amount of \$2,443,380.46.

INTERNATIONAL FALLS PUBLIC SCHOOLS, ISD 361

Regular School Board Meeting Agenda

Monday, August 17, 2020 at 5:00 PM

Electronic Meeting held Via ZOOM

3. Approve payroll in the amount of \$75,605.07 for pay periods July 31st and August 14th.
4. Approve Backus Lease agreement for ALC.
5. Approve non financial agreement with Koochiching County.
6. Approve resignation of Delaney Roshell, paraprofessional, effective immediately.
7. Approve the hire of Jairo Taboada as a full time custodian effective August 10, 2020.
8. Approve hire of Brandon Vang as Jr. High Knowledge Bowl Advisor for the 2020-2021 school year. This hire and payment for duties is contingent upon having a season. Payment will be prorated in the event that there is a shortened season due to COVID-19.
9. Accept resignation of Shawna Thoresen as paraprofessional effective immediately.
10. Approve updated PSEO contract with RRCC due to reimbursement rate increase per credit.
11. Approve concurrent enrollment contract with Hibbing Community College for the school year 2020-2021.
12. Designate Kevin Grover, Superintendent, as the Identified Official with Authority (IOWA) for International Falls Public Schools.
Annual required designation per MDE.
13. Approve corrections to the At Will Employment Position Schedule as noted. Correction effective date of 3/01/2021 to 07/01/2020 and wage corrections to substitute bus driver and substitute LPN.
14. Approve the quotation from TBD (to be determined) as the 2020-2021 vendor of milk for food service.
15. Approve a \$.05 cent lunch price increase for the 2020-2021 school year.
16. First reading of School Board Policy 522 - Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process Policy.
17. First reading of School Board policy 422 - Policies Incorporated by Reference.
18. Set Truth and Taxation (TNT) meeting for December 21, 2020 at 6:00 pm in the FHS Library. Location subject to change due to COVID 19.

Action Items

1. Resolution Acceptance of Gifts and Donations. Motion by __, second by __. Motion carried / failed.
2. Adopt resolution relating to the election of school board members and calling the school district general election.
3. Adopt ISD 361 School Reopening Resolution Adoption of Base Learning Model for the 2020-2021 School Year and Other COVID-19 Related Matters.
4. Set Superintendent Goals for 2020-2021 school year.

Administrative Reports

1. Melissa Tate, Elementary Principal
2. Tim Everson, Secondary Principal
3. Kevin Grover, Superintendent:
4. Committee Reports:
 - a. Community Education Advisory Board
 - b. Recreation Commission
 - c. Student Council

Adjournment

Motion by __, second by __ to adjourn meeting at __ pm. Motion carried / failed.

Regular School Board Meeting
Monday, July 20, 2020 5:00 PM Central

Electronic Meeting held Via ZOOM
1515 11th Street
International Falls, Minnesota 56649

Michelle Hebner: Absent
Mike Holden: Present
Toni Korpi: Absent
Terry Murray: Present
Ted Saxton: Present
Roxanne Skogstad-Ditsch: Present
Jennifer Windels: Present
Present: 5, Absent: 2.

Topic: July School Board Meeting
Time: Jul 20, 2020 05:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://isd361.zoom.us/j/85495559706?pwd=cjVIQIEvb0tLck5ybGtERE5QdUhkdz09>

Meeting ID: 854 9555 9706

Password: 2XzyzX

One tap mobile

+13017158592,,85495559706#,,,0#,,030572# US (Germantown)

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+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 854 9555 9706

Password: 030572

Find your local number: <https://isd361.zoom.us/u/kkKtzRYVG>

CALL TO ORDER

1. Roll Call:

___ Mike Holden

___ Toni Korpi

___ Ted Saxton

___ Roxanne Skogstad-Ditsch

___ Kevin Grover

___ Michelle Hebner

___ Jennifer Windels

___ Terry Murray

___ Ella Bahr-Jeffries, Student Representative

2. Pledge of Allegiance

APPROVAL OF AGENDA

approve. Motion by Mike Holden, then second by Roxanne Skogstad-Ditsch. Motion Carried.

Michelle Hebner: Absent, Toni Korpi: Absent, Mike Holden: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

1. Approve agenda as presented. Motion by __, second by __. Motion carried / failed.

OPEN FORUM

1. Public Open Forum

CONSENT AGENDA

approve. Motion by Jennifer Windels, then second by Roxanne Skogstad-Ditsch. Motion Carried.

Michelle Hebner: Absent, Toni Korpi: Absent, Mike Holden: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

1. Approve past meeting minutes for the regular school board meeting on June 15, 2020.
2. Approve current accounts payable due in the amount of \$1,509,452.46 .
3. Approve payroll in the amount of \$649,879.93 for pay periods June 19th, June 26th, July 3rd, and July 19th.
4. Approve hire of George McDonald as Industrial Technology Teacher at a .55 FTE for the 2020-2021 school year.
5. Approve hire of Charlie Anderson as Annual Advisor for the 2020-2021 school year.
6. Approve hire of Jessica Crosby as Football Cheerleader Advisor for the 2020-2021 Football season. This hire and payment for duties is contingent upon having a season. Payment will be prorated in the event that there is a shortened season due to COVID-19.
7. Approve hire of Karla Line as Hockey Cheerleader Advisor for the 2020-2021 season. This hire and payment for duties is contingent upon having a season. Payment will be prorated in the event that there is a shortened season due to COVID-19.
8. Approve hire of Doug Lothian as Speech Team Advisor for the 2020-2021 season. This hire and payment for duties is contingent upon having a season. Payment will be prorated in the event that there is a shortened season due to COVID-19.
9. Approve hire of Sasha Moss as Title I Licensed Teacher for the 2020-2021 school year.
10. Accept resignation of Colton Carlson, Custodian, effective Monday July 27, 2020.
11. Appoint Melissa Tate as Section 504 Officer for Grades K-5, and appoint Marc Glowack as alternate Section 504 Office for Grades K-5.
12. Appoint Kevin Grover as Title IX Officer (District Wide), and appoint Tim Everson as alternate Title IX Officer (District Wide).

13. Appoint Tim Everson as Human Rights Officer, and Melissa Tate as alternate Human Rights Officer.

14. Appoint Marc Glowack as Section 504 Officer for Grades 6-12, and appoint Melissa Tate as alternate Section 504 Office for Grades 6-12.

15. Approve annual notice of compliance for academic vocational programs of non-discrimination per attached.

16. Approve hire of Andrea Kappleman as Assistant Volleyball Coach for the 2020-2021 season. This hire and payment for duties is contingent upon having a season. Payment will be prorated in the event that there is a shortened season due to COVID-19.

17. Approve agreement with Rainy River Community College for Post Secondary Enrollment Options for the 2020-2021 school year.

18. Receive the 2020-2021 Student Activities Handbook to be approved at August 17, 2020 school board meeting.

19. Approve the 403b Plan update adding Vanguard and Prudential (Invesco) as approved Vendors.

20. Approve the 2020-2021 FHS Student Handbook.

21. Approve the 2020-2021 FES Student Handbook.

22. Renew prime vendor contract with to US Food Service, Grand Forks, for the 2020-2021 school year. Year 2 of contract agreement.

23. Renew the bread quotation to Pan O Gold for the school year 2020-2021. Year 2 of quotation.

24. Approve the amendment to the Joint Powers Agreement with Northland Learning Center.

ACTION ITEMS

1. Resolution Acceptance of Gifts and Donations. Motion by __, second by __. Motion carried / failed.

approve. Motion by Jennifer Windels, then second by Mike Holden. Motion Carried.
Michelle Hebner: Absent, Toni Korpi: Absent, Mike Holden: Yea, Terry Murray: Yea,
Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

2. Adopt Resolution Adopting the FY22 Long Term Facility (LTFM) 10 year Plan. Moved by __, second by __. Motion carried / failed.

approve. Motion by Roxanne Skogstad-Ditsch, then second by Mike Holden. Motion Carried.

Michelle Hebner: Absent, Toni Korpi: Absent, Mike Holden: Yea, Terry Murray: Yea,
Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

3. Approve agreement with Rainy Lake Medical Center (RLMC) for therapy services effective August 31, 2020 to August 30, 2022. Motion by __, second by __. Motion carried / failed.

**Member Jennifer Windels to abstain from vote.

approve. Motion by Terry Murray, then second by Mike Holden. Motion Carried.
Michelle Hebner: Absent, Toni Korpi: Absent, Jennifer Windels: Abstain (With Conflict), Mike Holden: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea
Yea: 4, Nay: 0, Absent: 2, Abstain (With Conflict): 1

4. Approve the Secretarial position changes as recommended. Motion by ___, second by ___.
Motion carried / failed.

- 1) Guidance Department Secretary
- 2) Principal Secretary
- 3) Athletics and General Office Secretary
- 4) Principal and Building Secretary
- 5) Office and Community Education Secretary

approve. Motion by Roxanne Skogstad-Ditsch, then second by Terry Murray. Motion Carried.

Michelle Hebner: Absent, Toni Korpi: Absent, Mike Holden: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

ADMINISTRATIVE REPORTS

1. Melissa Tate, Elementary Principal

2. Tim Everson, Secondary Principal

3. Kevin Grover, Superintendent:

4. Committee Reports:

4.1. Community Education Advisory Board

4.2. Recreation Commission

4.3. Student Council

CLOSE SESSION

approve. Motion by Mike Holden, then second by Terry Murray. Motion Carried.
Michelle Hebner: Absent, Toni Korpi: Absent, Mike Holden: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

Close Session Supt

1. The meeting will be closed as permitted by Minnesota Statutes, section 13D.05 to perform the year end evaluation of Superintendent, Kevin Grover. Motion by ___, second by ___.
Motion carried / failed.

approve. Motion by Mike Holden, then second by Terry Murray. Motion Carried.

Michelle Hebner: Absent, Toni Korpi: Absent, Mike Holden: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

REOPEN

Reopen Supt.

1. Reopen session and give brief performance evaluation statement of Kevin Grover, Superintendent. Motion by __, seconded by __. Motion carried / failed.

approve. Motion by Roxanne Skogstad-Ditsch, then second by Jennifer Windels. Motion Carried.

Michelle Hebner: Absent, Toni Korpi: Absent, Mike Holden: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

ADJOURNMENT

approve. Motion by Mike Holden, then second by Jennifer Windels. Motion Carried.

Michelle Hebner: Absent, Toni Korpi: Absent, Mike Holden: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

Special School Board Meeting
Monday, August 3, 2020 5:00 PM Central

Electronic Meeting held Via ZOOM
1515 11th Street
International Falls, Minnesota 56649

Michelle Hebner: Absent
Mike Holden: Present
Toni Korpi: Present
Terry Murray: Present
Ted Saxton: Present
Roxanne Skogstad-Ditsch: Present
Jennifer Windels: Present
Present: 6, Absent: 1.

Join Zoom Meeting

<https://isd361.zoom.us/j/86237028348?pwd=bWZjNjhVVGIDU1Y3eU9PSVFQa0VCQT09>

Meeting ID: 862 3702 8348

Passcode: B5qNJg

One tap mobile

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Dial by your location

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 862 3702 8348

Passcode: 166160

Find your local number: <https://isd361.zoom.us/u/kLgpPeBsi>

CALL TO ORDER

1. Roll Call:

___ Mike Holden

___ Toni Korpi

___ Ted Saxton

___ Roxanne Skogstad-Ditsch

___ Kevin Grover

___ Michelle Hebner

___ Jennifer Windels

___ Terry Murray

___ Ella Bahr-Jeffries, Student Representative

2. Pledge of Allegiance

Approval of Agenda

1. Motion by Roxanne Skogstad-Ditsch, then second by Terry Murray. Motion Carried.

Michelle Hebner: Absent, Mike Holden: Yea, Toni Korpi: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea

Yea: 6, Nay: 0, Absent: 1

Discussion Agenda

1. Presentation by Superintendent Grover regarding back to school planning and guidance issued by the State; and School Board questions and discussion.

Adjournment

Motion by Terry Murray, then second by Roxanne Skogstad-Ditsch. Motion Carried.
Michelle Hebner: Absent, Mike Holden: Yea, Toni Korpi: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 6, Nay: 0, Absent: 1

Approved Minutes:

	7/20/2020		7/20/2020
District Clerk	Date	Board Chair	Date

Special School Board Meeting
Monday, August 10, 2020 5:00 PM Central

Electronic Meeting held Via ZOOM
1515 11th Street
International Falls, Minnesota 56649

Michelle Hebner: Present
Mike Holden: Present
Toni Korpi: Present
Terry Murray: Present
Ted Saxton: Present
Roxanne Skogstad-Ditsch: Present
Jennifer Windels: Present
Present: 7.

Join Zoom Meeting

<https://isd361.zoom.us/j/84739786124?pwd=SU9odnY0OU9LZ2wxTU9Tb2RiNUJPZz09>

Meeting ID: 847 3978 6124

Passcode: Ln71mD

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+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 847 3978 6124

Passcode: 881644

CALL TO ORDER

1. Roll Call:

___ Mike Holden

___ Toni Korpi

___ Ted Saxton

___ Roxanne Skogstad-Ditsch

___ Kevin Grover

___ Michelle Hebner

___ Jennifer Windels

___ Terry Murray

___ Ella Bahr-Jeffries, Student Representative

2. Pledge of Allegiance

Approval of Agenda

1. Approve agenda as presented.

Motion by Michelle Hebner, then second by Roxanne Skogstad-Ditsch. Motion Carried.

Michelle Hebner: Yea, Mike Holden: Yea, Toni Korpi: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 7, Nay: 0

Discussion Items

1. Back to school planning update and discussion.

Adjournment

Motion by Terry Murray, then second by Mike Holden. Motion Carried.
Michelle Hebner: Yea, Mike Holden: Yea, Toni Korpi: Yea, Terry Murray: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Jennifer Windels: Yea
Yea: 7, Nay: 0

Approved Minutes:

	7/20/2020		7/20/2020
District Clerk	Date	Board Chair	Date

Payables Summary
August 17, 2020

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO No	Amount
8166	AFSCME Council 65	7/17/2020	20200717ADAFS	Payroll accrual	0	\$ 684.00
	AFSCME Council 65	7/17/2020	20200717ADAFS	Payroll accrual	0	\$ 12.00
8167	ND Child Support Division	7/17/2020	20200717ADCSP	Child Support	0	\$ 276.93
8195	Hilfer, Tawna	7/23/2020	Swim	Swimming Lessons Refund	0	\$ 75.00
8196	KANTOR ELECTRIC INC	7/23/2020	15969	LED Lighting classrooms	8102100006	\$ 26,000.00
8197	KOOCHICHING COUNTY	7/23/2020	71520	Powerline Overpayment	0	\$ 79,460.04
8198	LOFFLER	7/23/2020	3457612	FHS Office Toner	0	\$ 199.99
8199	Marco Technologies LLC	7/23/2020	7763282	Bus Office Copy Per Copy	1102100005	\$ 12.67
	Marco Technologies LLC	7/23/2020	7763280	Guid Office Cost per Copy	7102100000	\$ 16.95
8200	Marco Technologies LLC	7/23/2020	419357710	FES; Color Copier and FHS; Mailroom Copier	3002100004	\$ 471.82
	Marco Technologies LLC	7/23/2020	419357710	FES; Color Copier and FHS; Mailroom Copier	3002100004	\$ 344.94
8201	MN TELECOMMUNICATIONS	7/23/2020	6500	Monthly Broadband Services	6052100007	\$ 1,512.50
8202	AMERICAN RED CROSS	7/22/2020	22269348	Lifeguarding Review	0	\$ 152.00
8203	KANTOR ELECTRIC INC	7/22/2020	Draw 1	FY20	0	\$ 4,370.00
	KANTOR ELECTRIC INC	7/22/2020	Draw 3	Electrical for FES HVAC Project	0	\$ 10,355.00
8204	MN POWER	7/22/2020	71220	Monthly Electricity	0	\$ 227.29
	MN POWER	7/22/2020	71220	Monthly Electricity	0	\$ 2,756.51
	MN POWER	7/22/2020	71220	Monthly Electricity	0	\$ 5,296.35
	MN POWER	7/22/2020	71220	Monthly Electricity	0	\$ 1,736.77
8205	MN TELECOMMUNICATIONS	7/22/2020	6351	May Broadband Service	0	\$ 1,512.50
	MN TELECOMMUNICATIONS	7/22/2020	6430	June Broadband Service	0	\$ 1,512.50
8206	Anoka Technical College	7/29/2020	Sarah Schoon	Sarah Schoon 2020 Scholarship Awards - Wallace Haglund - \$250; Richard Williams -\$1500	0	\$ 1,750.00
8207	ND Child Support Division	7/31/2020	20200731ADCSP	Child Support	0	\$ 276.93
8209	JOHNSON, NANCY	7/30/2020	70120	Retiree Health Reimbursement	0	\$ 814.50
8211	Madison National Life	7/31/2020	1402664 / 14266	Life Insurance August Premium	0	\$ 3,231.54
	Madison National Life	7/31/2020	1402664 / 14266	Life Insurance August Premium	0	\$ 302.44
8212	NCPERS Group Life Ins.	7/31/2020	1.64913E+11	PERA Life August	0	\$ 128.00
8213	ABATETEK	7/31/2020	PO # 810200001	FY20 Asbestos Removal	0	\$ 39,100.00
8214	Falls Advanced Chiropractic Cente	7/31/2020	63020	DOT Physicals	0	\$ 360.00

Payables Summary
August 17, 2020

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO No	Amount
8215	RATWIK ROSZAK & MALONEY PA	7/31/2020	63019	June Attorney Consultation	0	\$ 92.00
8216	ABATETEK	7/31/2020	Draw#1	Change order #1 Asbestos Removal	8102100032	\$ 5,405.00
8217	MN PEIP	7/31/2020	987128	August Health Insurance	0	\$ 112,526.84
8218	CDW Government	8/3/2020	ZKV2392	Firebox	6052100003	\$ 177.25
8219	Explore Learning	8/3/2020	2396004	FES Reflex Software	0	\$ 2,965.50
8220	FRONTIER	8/3/2020	71620	Monthly Telephone Service	8102100015	\$ 35.31
	FRONTIER	8/3/2020	71620	Monthly Telephone Service	8102100015	\$ 851.10
	FRONTIER	8/3/2020	71620	Monthly Telephone Service	8102100015	\$ 11.75
	FRONTIER	8/3/2020	71620	Monthly Telephone Service	8102100015	\$ 38.38
8221	GUARDIAN PEST CONTROL INC	8/3/2020	2153072	Pest Control Service	8102100030	\$ 64.65
8222	Inland Leasing	8/3/2020	58976481	Cafeteria Vending Rental	7702100001	\$ 182.13
8223	Lenci Enterprises, Inc.	8/3/2020	Draw 3	FES HVAC Contractor	8102100001	\$ 104,595.00
8224	MN ENERGY RESOURCES CORP	8/3/2020	72320	Natural Gas Services	8102100036	\$ 39.48
8224	MN ENERGY RESOURCES CORP	8/3/2020	72320	Natural Gas Services	8102100036	\$ 45.05
	MN ENERGY RESOURCES CORP	8/3/2020	72320	Natural Gas Services	8102100036	\$ 15.01
8225	R&R SPECIALTIES, INC	8/3/2020	70689	Zamboni repairs & maintenance	8102100011	\$ 1,834.25
	R&R SPECIALTIES, INC	8/3/2020	70689	Zamboni repairs & maintenance	8102100011	\$ 2,062.30
8226	SHANNONS INC	8/3/2020	Draw 3	FES HVAC project	8102100000	\$ 963,147.05
8227	Amazon Business	8/7/2020	134T-WNPM-PV	Water Filters	8102100023	\$ 220.50
8228	CliftonLarsonAllen LLP	8/7/2020	091-198570	HR Consulting	0	\$ 147.00
8229	FRONTIER	8/7/2020	72520	Monthly Telephone Service	8102100015	\$ 284.07
8230	K&K MEYERS INC	8/7/2020	72220	2'x4' acrylic guards	8102100031	\$ 432.00
8231	LVC Companies Inc	8/7/2020	40401	FES Annual Fire Suppression Service	8102100034	\$ 157.42
	LVC Companies Inc	8/7/2020	40402	Bus Garage Annual Fire Suppression Service	8102100034	\$ 293.50
	LVC Companies Inc	8/7/2020	40407	Arena Annual Fire Suppression service	8102100034	\$ 126.09
	LVC Companies Inc	8/7/2020	40815	FHS; Annual Fire Suppression Service	8102100034	\$ 536.65
8232	MIDCONTINENT COMMUNICATIC	8/7/2020	72720	ALC Phone & Data	3002100001	\$ 168.06
8233	NORTHEAST SERVICE COOPERATI	8/7/2020	2258	Health and Safety Management	8102100033	\$ 2,361.42

Payables Summary
August 17, 2020

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO No	Amount
				Assistance FY21		
	NORTHEAST SERVICE COOPERATI	8/7/2020	2189	20/21 Membership Dues	0	\$ 200.00
8234	ROCHESTER TELECOM SYSTEMS II	8/7/2020	72220	Long Distance Phone Calls	8102100042	\$ 18.08
	ROCHESTER TELECOM SYSTEMS II	8/7/2020	72220	Long Distance Phone Calls	8102100042	\$ 18.08
8235	SOFTCHOICE	8/7/2020	5431685	District Softwares	6052100010	\$ 401.85
8236	SolarWinds	8/7/2020	IN487633	Annual License Renewal	6052100004	\$ 451.00
8237	CINE 5	8/7/2020	1	Popcorn at the Drive In Movie; 63 popcorns at \$3.00; Coalition Directed Activities	0	\$ 189.00
8238	International Falls Rotary Club	8/7/2020	12	Entrance Fee for the Drive In Movie; 72 cars at \$10.00 per car; Coalition Directed Activities	0	\$ 720.00
8239	INTERMEDIATE DISTRICT 287	8/17/2020	2000572	19/20 NSO Billing	0	\$ 13,203.00
8240	MN GRADUATE SERVICES LTD	8/17/2020	4561343	Graduation Gowns	0	\$ 2,175.00
	MN GRADUATE SERVICES LTD	8/17/2020	4562733	19/20 Diplomas & Covers	0	\$ 1,048.61
8241	NORTHEAST SERVICE COOPERATI	8/17/2020	2282	Asbestos Air Monitoring (PO # 8102000131)	0	\$ 29,324.75
8242	AT & T Mobility	8/17/2020	72520	IT Dir. Phone and Bus WI-FI	1102100000	\$ 114.69
	AT & T Mobility	8/17/2020	72520	IT Dir. Phone and Bus WI-FI	1102100000	\$ 49.81
8243	CITIZENS FOR BACKUS	8/17/2020	80120	ALC Lease	1102100009	\$ 722.60
8244	Educator Benefit Consultants, LLC	8/17/2020	15369	403b Third Party Admin Svc	1102100003	\$ 164.63
8245	FRIENDS GARBAGE SERVICE, LLC	8/17/2020	73020	Garbage Pickups	8102100043	\$ 1,790.10
8246	HAWKINS INC	8/17/2020	4760863	Pool Chlorine Feeder	8102100012	\$ 2,986.66
	HAWKINS INC	8/17/2020	4768238	Pool Chemicals	8102100044	\$ 258.86
8247	KANTOR ELECTRIC INC	8/17/2020	15987	LED Lighting classrooms	8102100006	\$ 11,022.00
8248	MN ENERGY RESOURCES CORP	8/17/2020	72920	Arena; Natural Gas Services	8102100036	\$ 462.02
8249	RAINY LAKE MEDICAL CENTER	8/17/2020	3551	OT/PT & Speech Services	1102100008	\$ 1,010.28
	RAINY LAKE MEDICAL CENTER	8/17/2020	3551	OT/PT & Speech Services	1102100008	\$ 227.13
	RAINY LAKE MEDICAL CENTER	8/17/2020	3551	OT/PT & Speech Services	1102100008	\$ 349.60
8250	RENAISSANCE LEARNING INC	8/17/2020	5174976-16444!	IGDI'd Assessments	6052100011	\$ 525.00
8251	SKYWARD INC MN BRANCH	8/17/2020	206544	Accounts Receivable Module	1102100015	\$ 4,892.00
8252	The Design Group Inc	8/17/2020	2873	FEA HVAC Commissioning	8102100040	\$ 3,700.00

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8253	Thompson, Sara	8/17/2020	80620	KAPE Marketing Consultant	7902100001	\$ 1,250.00
8254	TIERNEY BROTHERS INC	8/17/2020	826844	Projector	6052100005	\$ 632.10
8255	US FOODSERVICE	8/17/2020	5794496	FHS; Meal Serving Paper Products	0	\$ 2,096.37
	US FOODSERVICE	8/17/2020	3075153	FHS; Mop Head	0	\$ 33.28
8256	HIBBING COMMUNITY COLLEGE	8/12/2020	Jaxon Germain	2019-2020 Scholarship Awards for Jaxon Germain (Student ID #14912300) RL Sportfishing Club - \$500 Class of 1968 - \$750 Backus Memorial - \$500	0	\$ 1,750.00
202000008	MN Teachers Retirement Associa	7/3/2020	20200703AFTRA	Payroll accrual	0	\$ 30.12
	MN Teachers Retirement Associa	7/3/2020	20200703AFTRA	Payroll accrual	0	\$ 4.53
202000027	Educator Benefit Consultants, LLC	7/17/2020	20200717ADTSA	Payroll accrual	0	\$ 288.16
	Educator Benefit Consultants, LLC	7/17/2020	20200717ADTSE	Payroll accrual	0	\$ 290.39
	Educator Benefit Consultants, LLC	7/17/2020	20200717ADTSF	Payroll accrual	0	\$ 50.00
	Educator Benefit Consultants, LLC	7/17/2020	20200717ADTSH	Payroll accrual	0	\$ 196.16
	Educator Benefit Consultants, LLC	7/17/2020	20200717ADTSS	Payroll accrual	0	\$ 150.00
	Educator Benefit Consultants, LLC	7/17/2020	20200717ADTSV	Payroll accrual	0	\$ 244.62
	Educator Benefit Consultants, LLC	7/17/2020	20200717AFTSA	Payroll accrual	0	\$ 96.16
	Educator Benefit Consultants, LLC	7/17/2020	20200717AFTSE	Payroll accrual	0	\$ 230.78
	Educator Benefit Consultants, LLC	7/17/2020	20200717AFTSV	Payroll accrual	0	\$ 156.16
202000028	Empower Retirement	7/17/2020	20200717ADDEF	Payroll accrual	0	\$ 135.00
	Empower Retirement	7/17/2020	20200717ADDEF	Payroll accrual	0	\$ 15.00
	Empower Retirement	7/17/2020	20200717AFHCS	Payroll accrual	0	\$ 293.08
	Empower Retirement	7/17/2020	20200717AFHCS	Payroll accrual	0	\$ 6.92
202000029	Internal Revenue Service	7/17/2020	20200717ADFC	Payroll accrual	0	\$ 3,252.76
	Internal Revenue Service	7/17/2020	20200717ADFC	Payroll accrual	0	\$ 180.14
	Internal Revenue Service	7/17/2020	20200717ADFTP	Payroll accrual	0	\$ 12.00
	Internal Revenue Service	7/17/2020	20200717ADFTX	Payroll accrual	0	\$ 4,582.27
202000029	Internal Revenue Service	7/17/2020	20200717ADFTX	Payroll accrual	0	\$ 282.17
	Internal Revenue Service	7/17/2020	20200717ADMD	Payroll accrual	0	\$ 760.73
	Internal Revenue Service	7/17/2020	20200717ADMD	Payroll accrual	0	\$ 42.14
	Internal Revenue Service	7/17/2020	20200717AFFIC	Payroll accrual	0	\$ 3,252.76

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO No	Amount
	Internal Revenue Service	7/17/2020	20200717AFFIC/	Payroll accrual	0 \$	180.14
	Internal Revenue Service	7/17/2020	20200717AFMD	Payroll accrual	0 \$	760.73
	Internal Revenue Service	7/17/2020	20200717AFMD	Payroll accrual	0 \$	42.14
202000030	MINNESOTA REVENUE	7/17/2020	20200717ADSITI	Payroll accrual	0 \$	2,057.60
	MINNESOTA REVENUE	7/17/2020	20200717ADSITI	Payroll accrual	0 \$	112.80
	MINNESOTA REVENUE	7/17/2020	20200717ADSITI	Payroll accrual	0 \$	12.00
202000031	MN Teachers Retirement Associa	7/17/2020	20200717ADTR/	Payroll accrual	0 \$	1,105.32
	MN Teachers Retirement Associa	7/17/2020	20200717ADTR/	Payroll accrual	0 \$	161.82
	MN Teachers Retirement Associa	7/17/2020	20200717AFTRA	Payroll accrual	0 \$	1,167.21
	MN Teachers Retirement Associa	7/17/2020	20200717AFTRA	Payroll accrual	0 \$	170.88
202000032	Public Employees Retirement Ass	7/17/2020	20200717ADPEF	Payroll accrual	0 \$	2,571.20
	Public Employees Retirement Ass	7/17/2020	20200717ADPEF	Payroll accrual	0 \$	42.42
	Public Employees Retirement Ass	7/17/2020	20200717AFPER	Payroll accrual	0 \$	2,966.77
	Public Employees Retirement Ass	7/17/2020	20200717AFPER	Payroll accrual	0 \$	48.96
202000033	Public Employees Retirement-DCI	7/17/2020	20200717ADDCI	Payroll accrual	0 \$	24.00
	Public Employees Retirement-DCI	7/17/2020	20200717AFDCP	Payroll accrual	0 \$	24.00
202000034	MN Teachers Retirement Associa	7/17/2020	20200717AFTRA	Payroll accrual	0 \$	30.95
	MN Teachers Retirement Associa	7/17/2020	20200717AFTRA	Payroll accrual	0 \$	4.53
202000035	Educator Benefit Consultants, LLC	7/31/2020	20200731ADTSA	Payroll accrual	0 \$	288.16
	Educator Benefit Consultants, LLC	7/31/2020	20200731ADTSE	Payroll accrual	0 \$	290.39
	Educator Benefit Consultants, LLC	7/31/2020	20200731ADTSF	Payroll accrual	0 \$	50.00
	Educator Benefit Consultants, LLC	7/31/2020	20200731ADTSF	Payroll accrual	0 \$	196.16
	Educator Benefit Consultants, LLC	7/31/2020	20200731ADTSS	Payroll accrual	0 \$	150.00
	Educator Benefit Consultants, LLC	7/31/2020	20200731ADTSV	Payroll accrual	0 \$	244.62
	Educator Benefit Consultants, LLC	7/31/2020	20200731AFTSA	Payroll accrual	0 \$	96.16
	Educator Benefit Consultants, LLC	7/31/2020	20200731AFTSE	Payroll accrual	0 \$	230.78
	Educator Benefit Consultants, LLC	7/31/2020	20200731AFTSV	Payroll accrual	0 \$	156.16
202000036	Empower Retirement	7/31/2020	20200731ADDEF	Payroll accrual	0 \$	135.00
202000036	Empower Retirement	7/31/2020	20200731ADDEF	Payroll accrual	0 \$	15.00
	Empower Retirement	7/31/2020	20200731AFHCS	Payroll accrual	0 \$	293.08
	Empower Retirement	7/31/2020	20200731AFHCS	Payroll accrual	0 \$	6.92
202000037	Internal Revenue Service	7/31/2020	20200731ADFIC	Payroll accrual	0 \$	3,130.69
	Internal Revenue Service	7/31/2020	20200731ADFIC	Payroll accrual	0 \$	218.74

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO No	Amount
	Internal Revenue Service	7/31/2020	20200731ADFTP	Payroll accrual	0	\$ 12.00
	Internal Revenue Service	7/31/2020	20200731ADFTX	Payroll accrual	0	\$ 4,480.70
	Internal Revenue Service	7/31/2020	20200731ADFTX	Payroll accrual	0	\$ 322.57
	Internal Revenue Service	7/31/2020	20200731ADMD	Payroll accrual	0	\$ 732.19
	Internal Revenue Service	7/31/2020	20200731ADMD	Payroll accrual	0	\$ 51.15
	Internal Revenue Service	7/31/2020	20200731AFFIC/	Payroll accrual	0	\$ 3,130.69
	Internal Revenue Service	7/31/2020	20200731AFFIC/	Payroll accrual	0	\$ 218.74
	Internal Revenue Service	7/31/2020	20200731AFMD	Payroll accrual	0	\$ 732.19
	Internal Revenue Service	7/31/2020	20200731AFMD	Payroll accrual	0	\$ 51.15
202000038	MINNESOTA REVENUE	7/31/2020	20200731ADSITI	Payroll accrual	0	\$ 1,999.88
	MINNESOTA REVENUE	7/31/2020	20200731ADSITI	Payroll accrual	0	\$ 134.13
	MINNESOTA REVENUE	7/31/2020	20200731ADSITI	Payroll accrual	0	\$ 12.00
202000039	MN Teachers Retirement Associa	7/31/2020	20200731ADTR/	Payroll accrual	0	\$ 1,078.77
	MN Teachers Retirement Associa	7/31/2020	20200731ADTR/	Payroll accrual	0	\$ 161.82
	MN Teachers Retirement Associa	7/31/2020	20200731AFTRA	Payroll accrual	0	\$ 1,169.39
	MN Teachers Retirement Associa	7/31/2020	20200731AFTRA	Payroll accrual	0	\$ 175.41
202000040	Public Employees Retirement Ass	7/31/2020	20200731ADPEF	Payroll accrual	0	\$ 2,461.11
	Public Employees Retirement Ass	7/31/2020	20200731ADPEF	Payroll accrual	0	\$ 43.08
	Public Employees Retirement Ass	7/31/2020	20200731AFPER	Payroll accrual	0	\$ 2,839.73
	Public Employees Retirement Ass	7/31/2020	20200731AFPER	Payroll accrual	0	\$ 49.71
202000041	Public Employees Retirement-DCI	7/31/2020	20200731ADDCI	Payroll accrual	0	\$ 24.00
	Public Employees Retirement-DCI	7/31/2020	20200731AFDCP	Payroll accrual	0	\$ 24.00
202000042	DELTA DENTAL	7/5/2020	484232	July Dental Insurance	0	\$ 6,481.74
202000043	Bond Trust Services Corp.	7/26/2020	57366	Bond Redemption from Resale of Bond	0	\$ 895,000.00
202000044	DELTA DENTAL	8/1/2020	501984	Delta Dental August Coverage	0	\$ 4,541.08
202000044	DELTA DENTAL	8/1/2020	501984	Delta Dental August Coverage	0	\$ 1,940.66
202000045	Further	7/1/2020	39474583	Flex Reimbursement	0	\$ 870.79
202000046	Further	7/8/2020	39479135	Flex Reimbursement	0	\$ 395.57
202000047	Further	7/15/2020	39485342	Flex Reimbursement	0	\$ 652.65
202000048	Further	7/22/2020	39494987	Flex Reimbursement	0	\$ 416.60
202000049	Further	7/29/2020	39501775	Flex Reimbursement	0	\$ 393.70
202000050	Further	8/1/2020	15498639	Participant Fee	0	\$ 258.00

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO No	Amount
202000051- 202000089	BMO	8/5/2020		See Attached Credit Card Report		0 \$ 17,437.45
Total						\$ 2,443,380.46

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount	
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount				
XXXXXXXXXXXX8335	07/15/2020	6183	SteelEug000	Steele Eugene L	Auto Value	Internation, Interna	AUTO VAL000	07/28/2020	Invoiced	A	17.36	
	1	Misc. brake parts				Gene's C/C00000	08/03/2020	17.36				
	07/10/2020	6181	SteelEug000	Steele Eugene L	Auto Value	Internation, Interna	AUTO VAL000	07/28/2020	Invoiced	A	15.63	
	1	Brake line and penetrating fluid				Gene's C/C00000	08/03/2020	15.63				
	07/10/2020	6182	SteelEug000	Steele Eugene L	Northern Lumber Yard I, Intl Fa	NORTHERN005	07/28/2020		Invoiced	A	16.02	
	1	Misc. nuts & Bolts				Gene's C/C00001	08/03/2020	16.02				
	07/09/2020	6180	SteelEug000	Steele Eugene L	United Truck Body Co, Hermantow	UNITED T000	07/28/2020		Invoiced	A	213.83	
	1	Air spring assembly				Gene's C/C00002	08/03/2020	213.83				
											4 transaction(s) for XXXXXXXXXXXX8335. Total Amount ==>	262.84
XXXXXXXXXXXX7362	07/24/2020	6190			Cts Frontier Onlinepay, 800-921	FRONTIER000	07/28/2020		Invoiced	A	183.38	
	2	Arena Phone Service			8102100015	Stacy's C/C00000	08/03/2020	183.38				
	07/22/2020	6189			Midco, 800-888-1300, MN, 55435,	MIDCONTI000	07/28/2020		Invoiced	A	85.00	
	2	Internet Service for Bus Garage			7602100005	Stacy's C/C00001	08/03/2020	85.00				
	07/21/2020	6187			Masbo, Saint Paul, MN, 55114, U	MASBO 000	07/28/2020		Invoiced	A	60.00	
	1	MASBO DUES				Stacy's C/C00002	08/03/2020	60.00				
	07/21/2020	6188			Lamar Media Corp, 225-237-1068,	LAMAR CO000	07/28/2020		Invoiced	A	965.00	
	2	Billboard Contract Services.			7902100000	Stacy's C/C00003	08/03/2020	965.00				
	07/16/2020	6186			Amzn Mktp US Mv9lv3tg1, Amzn.Co	AMAZON B000	07/28/2020		Invoiced	A	139.50	
	2	Logitech C270 3MP 1280 x 720pixels USB 2.0 Bla			1102100004	Stacy's C/C00004	08/03/2020	139.50				
	07/09/2020	6185			Eb Mshsl Mn Head Coac, 80141372	MSHSL 000	07/28/2020		Invoiced	A	170.00	
	1					Stacy's C/C00005	08/03/2020	170.00				
	07/08/2020	6184			Paul Bunyan Communicat, 2184441	PAUL BUN000	07/28/2020		Invoiced	A	650.00	
	2	36 Month Contract for 1000Mbps, Midnight-4pm/5			6052100000	Stacy's C/C00006	08/03/2020	650.00				
											7 transaction(s) for XXXXXXXXXXXX7362. Total Amount ==>	2,252.88
XXXXXXXXXXXX7124	07/22/2020	6218	BLESIMIC000	Blesi Michael E	In Imperium Data Netw, 813-9198		07/28/2020		Invoiced	A	2,349.38	
	2	HD Webcam			6052100006	Mike's C/C00001	08/03/2020	2,250.00				
	3	Shipping & C/C Processing Fee				Mike's C/C00000	08/03/2020	99.38				
	07/17/2020	6217	BLESIMIC000	Blesi Michael E	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	75.50	
	1	7' Fiberglass Type				Mike's C/C00002	08/03/2020	75.50				
	07/02/2020	6216	BLESIMIC000	Blesi Michael E	Amzn Mktp US Mj5le4t41, Amzn.Co	AMAZON B000	07/28/2020		Invoiced	A	3,999.00	
	1	Po # 63052000127				Mike's C/C00003	08/03/2020	3,999.00				
											3 transaction(s) for XXXXXXXXXXXX7124. Total Amount ==>	6,423.88
XXXXXXXXXXXX7132	07/24/2020	6224	ANDERJER000	Anderson Jeremy R	Northern Lumber Yard I, Intl Fa	NORTHERN005	07/28/2020		Invoiced	A	5.58	
	1	Clear tape				Jeremy's C/C00000	08/03/2020	5.58				

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount	
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount				
XXXXXXXXXXXX7132	continued...											
	07/23/2020	6223	ANDERJER000	Anderson Jeremy R	Oreilly Auto Parts 39, Internat	O'REILLY000	07/28/2020		Invoiced	A	10.32	
	1	Protec spray & Valve tool				Jeremy's C/C00001	08/03/2020	10.32				
	07/15/2020	6222	ANDERJER000	Anderson Jeremy R	Oreilly Auto Parts 39, Internat	O'REILLY000	07/28/2020		Invoiced	A	100.55	
	1	Spark plugs and wire set for van				Jeremy's C/C00001	08/03/2020	100.55				
	07/14/2020	6221	ANDERJER000	Anderson Jeremy R	Oreilly Auto Parts 39, Internat	O'REILLY000	07/28/2020		Invoiced	A	9.72	
	1	Muffler clamp				Jeremy's C/C00001	08/03/2020	9.72				
	07/10/2020	6220	ANDERJER000	Anderson Jeremy R	Northern Lumber Yard I, Intl Fa	NORTHERN005	07/28/2020		Invoiced	A	11.98	
	1	Misc. nuts and bolts				Jeremy's C/C00000	08/03/2020	11.98				
	07/07/2020	6219	ANDERJER000	Anderson Jeremy R	Northern Lumber Yard I, Intl Fa	NORTHERN005	07/28/2020		Invoiced	A	19.34	
	1	Caulk and cleaner				Jeremy's C/C00000	08/03/2020	19.34				
											6 transaction(s) for XXXXXXXXXXXX7132. Total Amount ==>	157.49
XXXXXXXXXXXX5747	07/27/2020	6177	GROVEKEV000	Grover Kevin K	Smk Surveymonkey.Com, 971-24455		07/28/2020		Invoiced	A	384.00	
	1	Survey Monkey for family and staff survey - an				Kevin's C/C00000	08/03/2020	384.00				
	07/20/2020	6176	GROVEKEV000	Grover Kevin K	Paypal Ratwikrosza, 4029357733,	RATWIK R000	07/28/2020		Invoiced	A	350.00	
	1	Title IX training				Kevin's C/C00001	08/03/2020	350.00				
	06/29/2020	6178	GROVEKEV000	Grover Kevin K	Mn Board Of School Adm, 651-582	MN BOARD000	07/28/2020		Invoiced	A	2.49	
	1					Kevin's C/C00002	08/03/2020	2.49				
	06/29/2020	6179	GROVEKEV000	Grover Kevin K	Mn Board Of School Adm, 651-582	MN BOARD000	07/28/2020		Invoiced	A	100.00	
	1	Dan's annual license				Kevin's C/C00002	08/03/2020	100.00				
											4 transaction(s) for XXXXXXXXXXXX5747. Total Amount ==>	836.49
XXXXXXXXXXXX7648	07/15/2020	6231	SLATIBET000	Slatinski BethAnne K	U Of M Contlearning, 8442280558		07/28/2020		Invoiced	A	300.00	
	1					Beth's C/C00000	08/03/2020	300.00				
	07/13/2020	6228	SLATIBET000	Slatinski BethAnne K	Quality Logo Products, 86631256	QUALITY 000	07/28/2020		Invoiced	A	1,416.68	
	2	12e (PCN)			7902100002	Beth's C/C00001	08/03/2020	1,416.68				
	07/13/2020	6229	SLATIBET000	Slatinski BethAnne K	Education Admin Web Ad, 5127031		07/28/2020		Invoiced	A	49.00	
	1					Beth's C/C00000	08/03/2020	49.00				
	07/13/2020	6230	SLATIBET000	Slatinski BethAnne K	Cadca Alexandria Va, 7037060560		07/28/2020		Invoiced	A	475.00	
	1					Beth's C/C00000	08/03/2020	475.00				
	07/08/2020	6226	SLATIBET000	Slatinski BethAnne K	Delta 0062425412852, Delta.Com,		07/28/2020		Invoiced	A	-1,104.10	
	1					Beth's C/C00000	08/03/2020	-1,104.10				
	07/08/2020	6227	SLATIBET000	Slatinski BethAnne K	Delta 0062425412853, Delta.Com,		07/28/2020		Invoiced	A	-1,104.10	
	1					Beth's C/C00000	08/03/2020	-1,104.10				
	07/06/2020	6225	SLATIBET000	Slatinski BethAnne K	Amzn Mktp US Mj0dp3gq1, Amzn.Co	AMAZON B000	07/28/2020		Invoiced	A	115.71	
	1	Fiscal Year 2019-2020; Volunteer Recognition				Beth's C/C00002	08/03/2020	115.71				

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX7648	continued...										
	06/29/2020	6232	SLATIBET000	Slatinski BethAnne K	Big Sky Lodging, Big Sky, MT, 5	AMAZON B000	07/28/2020		Invoiced	A	-192.39
	1					Beth's C/C00002	08/03/2020	-192.39			
	06/29/2020	6233	SLATIBET000	Slatinski BethAnne K	Amzn Mktp US Ms5th9692, Amzn.Co	AMAZON B000	07/28/2020		Invoiced	A	468.53
	1	Fiscal Year 2019-2020; Volunteer Recognition				Beth's C/C00002	08/03/2020	468.53			
	06/29/2020	6234	SLATIBET000	Slatinski BethAnne K	Big Sky Lodging, Big Sky, MT, 5	AMAZON B000	07/28/2020		Invoiced	A	-192.39
	1					Beth's C/C00002	08/03/2020	-192.39			
	06/29/2020	6235	SLATIBET000	Slatinski BethAnne K	Amzn Mktp US Ms2hk19c0, Amzn.Co	AMAZON B000	07/28/2020		Invoiced	A	433.24
	2	Fiscal year 2019-2020 Office Supplies				Beth's C/C00002	08/03/2020	433.24			
											11 transaction(s) for XXXXXXXXXXXX7648. Total Amount ==>>
											665.18
XXXXXXXXXXXX3600	07/15/2020	6175	HUMBELAU002	Humbert Laurie A	Innovative Office Solu, 9528089	INNOVATI000	07/28/2020		Invoiced	A	110.44
	1	Toner for Kevin's Printer				Laurie's C/C00000	08/03/2020	110.44			
XXXXXXXXXXXX2606	07/27/2020	6201	HOLT THO000	Holt Thomas T	Oreilly Auto Parts 39, Internat	O'REILLY000	07/28/2020		Invoiced	A	69.59
	2	Head gasket			8102100021	Tom's C/C00000	08/03/2020	69.59			
	07/23/2020	6200	HOLT THO000	Holt Thomas T	Smallwood Lock Supply, 91337156	SMALLWOO000	07/28/2020		Invoiced	A	1,822.86
	2	Combination locks with master key for Boys and			8102100010	Tom's C/C00001	08/03/2020	1,822.86			
	07/21/2020	6199	HOLT THO000	Holt Thomas T	Grainger, 877-2022594, IL, 6004	GRAINGER000	07/28/2020		Invoiced	A	964.40
	2	Masks 50 per pack			8102100022	Tom's C/C00002	08/03/2020	837.60			
	3	2xl nitrile gloves			8102100022	Tom's C/C00002	08/03/2020	126.80			
	07/20/2020	6197	HOLT THO000	Holt Thomas T	Oreilly Auto Parts 39, Internat	O'REILLY000	07/28/2020		Invoiced	A	8.98
	1	Grease				Tom's C/C00003	08/03/2020	8.98			
	07/20/2020	6198	HOLT THO000	Holt Thomas T	Oreilly Auto Parts 39, Internat	O'REILLY000	07/28/2020		Invoiced	A	836.91
	2	Head bolts			8102100021	Tom's C/C00004	08/03/2020	33.61			
	3	Ford Cyl head			8102100021	Tom's C/C00004	08/03/2020	553.50			
	4	Core charge			8102100021	Tom's C/C00004	08/03/2020	100.00			
	5	Head gasket			8102100021	Tom's C/C00004	08/03/2020	69.59			
	6	Flange kit			8102100021	Tom's C/C00004	08/03/2020	6.87			
	7	Water pump			8102100021	Tom's C/C00004	08/03/2020	43.93			
	8	TMG Comp kit			8102100021	Tom's C/C00004	08/03/2020	52.13			
	9	shipping & Handling				Tom's C/C00003	08/03/2020	-22.72			
	07/17/2020	6196	HOLT THO000	Holt Thomas T	United Truck Body Co, Hermantow	UNITED T000	07/28/2020		Invoiced	A	389.47
	1	Exhaust repair and parts				Tom's C/C00005	08/03/2020	389.47			
	07/15/2020	6195	HOLT THO000	Holt Thomas T	Advanced First Aid Inc, Coon Ra	ADVANCED007	07/28/2020		Invoiced	A	368.38
	2	Replacement kit, Battery & 2 adult electrodes			8102100013	Tom's C/C00006	08/03/2020	130.00			
	3	replacement infant/child electrode pads			8102100013	Tom's C/C00006	08/03/2020	246.00			
	4	discount			8102100013	Tom's C/C00006	08/03/2020	-25.62			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX2606	continued...										
	5	shipping			8102100013	Tom's C/C00006	08/03/2020	18.00			
	07/13/2020	6193	HOLT	THO000 Holt Thomas T	Amzn Mktp US	Mj6771q30, Amzn.Co	AMAZON B000	07/28/2020	Invoiced	A	14.99
	2	Social Distancing Floor Decal Stickers - Thank			8102100016	Tom's C/C00007	08/03/2020	14.99			
	07/13/2020	6194	HOLT	THO000 Holt Thomas T	Amzn Mktp US	Mj5hb0ks0, Amzn.Co	AMAZON B000	07/28/2020	Invoiced	A	102.23
	2	Madison Electric Products W-12 Jack Chain-PLTD			8102100016	Tom's C/C00008	08/03/2020	20.99			
	4	Nydotd 180 Pcs 1 Inch S Hook Connectors, Mini			8102100016	Tom's C/C00008	08/03/2020	11.49			
	5	12 Drop Ceiling Hooks for Classrooms & Offices			8102100016	Tom's C/C00008	08/03/2020	69.75			
	07/10/2020	6192	HOLT	THO000 Holt Thomas T	Amzn Mktp US	Mj26c09hl, Amzn.Co	AMAZON B000	07/28/2020	Invoiced	A	54.99
	2	Social Distancing Floor Decals for Carpet 6			8102100016	Tom's C/C00009	08/03/2020	54.99			
	07/09/2020	6191	HOLT	THO000 Holt Thomas T	Grainger, 877-2022594, IL, 6004	GRAINGER000	07/28/2020		Invoiced	A	1,051.30
	2	Traffic vests for staff			8102100014	Tom's C/C00010	08/03/2020	118.40			
	3	First choice emergency blanket			8102100014	Tom's C/C00010	08/03/2020	64.40			
	4	Led flashlights			8102100014	Tom's C/C00010	08/03/2020	90.50			
	5	D cell battery Duracell			8102100014	Tom's C/C00010	08/03/2020	37.66			
	6	pool fan motor			8102100014	Tom's C/C00010	08/03/2020	740.34			
	11 transaction(s) for XXXXXXXXXXXX2606. Total Amount ==>										5,684.10
XXXXXXXXXXXX8863	07/24/2020	6210	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	314.87
	1	FHS operating supplies/ Sink for Special ed ro				FHS Cust C/C00000	08/03/2020	314.87			
	07/23/2020	6209	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	34.97
	1	FHS operating supplies				FHS Cust C/C00000	08/03/2020	34.97			
	07/22/2020	6208	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	31.56
	1	FHS operating supplies				FHS Cust C/C00000	08/03/2020	31.56			
	07/20/2020	6206	HOLT	THO000 Holt Thomas T	Northern Lumber Yard I, Intl Fa	NORTHERN005	07/28/2020		Invoiced	A	138.93
	1	Paint for FES				FHS Cust C/C00001	08/03/2020	138.93			
	07/20/2020	6207	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	44.98
	1	Paint supplies for FES				FHS Cust C/C00000	08/03/2020	44.98			
	07/17/2020	6203	HOLT	THO000 Holt Thomas T	Koerters, International, MN, 56	KOERTER'000	07/28/2020		Invoiced	A	42.38
	1	Fuel for Mowers High Octane				FHS Cust C/C00002	08/03/2020	42.38			
	07/17/2020	6204	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	86.72
	1	Misc. operating supplies				FHS Cust C/C00000	08/03/2020	86.72			
	07/17/2020	6205	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	99.57
	1	Paint supplies for FES				FHS Cust C/C00000	08/03/2020	99.57			
	07/16/2020	6202	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	18.28
	1	Batteries & robusto cleaner				FHS Cust C/C00000	08/03/2020	18.28			
	9 transaction(s) for XXXXXXXXXXXX8863. Total Amount ==>										812.26

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount	
	Line	Description	PO Number	Invoice Number	Invoice Dt	Amount						
XXXXXXXXXXXX7691	07/24/2020	6214	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	0.85	
	1	Face mask for EE to enter building		FES Cust C/C00000	08/03/2020	0.85						
	07/24/2020	6215	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	25.84	
	1	FES painting SUPPLIES		FES Cust C/C00000	08/03/2020	25.84						
	07/13/2020	6213	HOLT THO000	Holt Thomas T	Northern Lumber Yard I, Intl Fa	NORTHERN005	07/28/2020		Invoiced	A	153.92	
	1	Paint for Fes		FES Cust C/C00001	08/03/2020	153.92						
	07/10/2020	6212	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	34.30	
	1	FES paint supplies		FES Cust C/C00000	08/03/2020	34.30						
	07/03/2020	6211	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/28/2020		Invoiced	A	16.98	
	1	Paint supplies for FES		FES Cust C/C00000	08/03/2020	16.98						
											5 transaction(s) for XXXXXXXXXXXX7691. Total Amount ==>	231.89
											61 transaction(s). Total Amount ==>	17,437.45

***** End of report *****



"Historic Backus Community Center; the heart of International Falls, where all generations celebrate arts, culture, recreation, wellness and life-long learning"

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into as of this 1st day of August 2020 between **Citizens for Backus/AB, Inc.** a Minnesota nonprofit corporation, whose address is 900 5th Street, International Falls, Minnesota, 56649 (the "Landlord") and **Independent School District 361**, whose address is 1515 - 11th Street, International Fall, MN 56649, (the "Tenant").

ARTICLE I - GRANT and TERM

- 1.1 **LEASED SPACE.** In consideration of the rents, covenants and agreements. Herein reserved and contained on the part of Tenant to be performed, Landlord does hereby lease to Tenant approximately 638 square feet located in the Backus Community Center (the "Community Center") owned by Landlord, located at 900 5th Street, International Falls, Minnesota (the "Leased Space"). The lease space is noted as "Room 210", in the Northeast corner of the second floor.
- 1.2 **TERM.** The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on August 01, 2020 (the "Commencement Date"). The provisions of this Lease shall expire on July 31, 2021. Twelve (12) months after the Commencement Date (the "Term").
- 1.3 **TERMINATION.** Either Landlord or Tenant may, by 60 days written notice to the other, terminate this lease as of the last day of the term of this Lease. If neither party so terminates this Lease, it shall automatically continue in effect, terminable by either party upon 60 days written notice, prior to the expiration of the current term. New Lease rates for rent, utilities and common areas will be provided to Tenants 90 days prior to the last day of the term of this Lease.
- 1.4 **USE OF COMMON AREAS.** Tenant shall have the non-exclusive right to use the entry ways, elevators, stairs, hallways, and restrooms of the Community Center. Use of the public areas of the Community Center shall be subject to such rules and regulations for use of such areas as may be established from time to time by the Landlord. The parking areas, entry ways, elevators, stairs, hallways and other common area spaces may be used by Tenant, its employees and invitees only during the time reasonably required to pass to and from the Leased Space. Tenants, its employees and invitees shall not loiter or wait in such common area spaces or in the restrooms.
- 1.5 **ACCESS TO COMMUNITY CENTER.** Tenant, its employees and invitees shall have access to Community Center during all business hours established by Landlord for the facility.
- 1.6 **CONDITIONS TO DELIVERY.** Delivery, the landlord will make no improvements to the space, it is delivered "As Is"
- 1.7 **TENANT IMPROVEMENTS.** All Tenant improvements shall be approved prior to commencement of such improvements and shall be completed at the Tenant's expense.

ARTICLE II – RENT

- 2.1 RENT DURING FIRST YEAR. For the first year of the Term Tenant agrees to pay to Landlord at the address provided for in Section 10.6 hereof, rent in the amount of \$8,671.19 payable in the first 12 equal installments of \$722.60 on the first of each month, without deduction or set-off, commencing on the first day of the first full month after the Commencement Date (the “First Rental Payment Date”).
- 2.2 RENT DURING ADDITIONAL YEARS. Rent payable by Tenant after the first year of the Term (including any and all Option years) shall increase by an amount as mutually agreed to by the parties hereto, but not less than two percent (2%) for each additional year during the Term and not more than the most recent Consumer Price Index average for the previous year of the Term, as determined by Landlord. If the most recent Consumer Price Index average for the previous year of the Term is less than two percent (2%), as determined by Landlord, the rent for that year of the Term shall increase by two percent (2%). The exact increase in rent provided for in this Section shall be mutually agreed to by the parties hereto not later than (i) for the second year of the Term, the date which is 12 months after the First Rental Payment Date (the “Successive Rental Payment Date”), and (ii) for each additional year during the Term (including all Option years), the date which is 12 months after each Successive Rental Payment Date.
- 2.3 ADDITIONAL RENT. Any other charges to be paid by Tenant pursuant to the provisions of any other sections of this Lease shall be designated as “additional rent”. Failure of Tenant to pay “additional rent” shall give Landlord the right to declare an event of default under this Lease.
- 2.4 RENT DELINQUENCIES. Should the Tenant, for any reason whatsoever, fail to pay, when the same is due and payable, any rent payment, Tenant shall pay a late penalty of \$50. An additional charge equal to the interest expense of that portion of the debt obligation will take place for every 30 days the rental payment is late after the first of the month.

ARTICLE III - USE OF PREMISES

- 3.1 TENANT’S USE. During the Term, the Leased Space shall be used solely for the Tenant’s business purposes and for no other purpose without the prior written consent of Landlord.
- 3.2 COMPLIANCE WITH LAWS and REGULATIONS. Tenant covenants and agrees that at all times during the Term it will maintain and conduct its business insofar as the same relates to the occupancy of the Leased Space in such a manner and under such regulations as to be in strict compliance with any and all applicable governmental laws, rules, regulations and orders, as well as any and all applicable provisions of insurance of the Leased Space or of the Community Center.
- 3.3 AFFIRMATIVE COVENANTS OF TENANT. Without in any way limiting or restricting other covenants of Tenant elsewhere in this Lease, the Tenant affirmatively covenants and agrees as follows:
- a) Tenant shall neither permit, suffer nor conduct activities creating noise, odor or other nuisance in, on or about the Leased Space to annoy or disturb any person occupying adjacent premises or common areas;
 - b) Tenant shall keep the Leased Space, including all service and/or loading areas for the Leased Space, free from all litter, dirt and obstructions;
 - c) Tenant shall arrange for and accept deliveries only at such times, in the areas, and through

- entrances designated for such purpose by Landlord;
- d) Tenant shall keep the Leased Space clean and in the sanitary condition required by ordinance and regulations of any governmental unit having jurisdiction; and
 - e) Tenant shall neither permit nor suffer the Leased Space, or the walls, ceilings or floors thereof, to be endangered by overloading.

ARTICLE IV - MAINTENANCE AND REPAIRS

- 4.1 **RESPONSIBILITY FOR MAINTENANCE and REPAIRS.** The parties hereto agree that, from and after the date that possession of the Leased Space is delivered to Tenant, and until the end of the Term, Landlord will be responsible for all repairs, maintenance and replacements to the Leased Space including, but not limited to, structural repairs and replacements, the interior and exterior portions of all doors, windows, plate glass, locks, frames, hardware and showcases surrounding and incorporated into the Leased Space; the mechanical plumbing, heating, air conditioning and/or cooling, ventilating and electrical equipment and systems; partitions, and all other fixtures, appliances and facilities furnished by Landlord. Tenant shall not be responsible for repair or damage caused by the negligence of Landlord, its employees or agents but shall be responsible for any repair or damage caused by the negligence of the Tenant, its employees, guests, invitees or agents. Tenant shall be required to pay for any structural repairs, alterations, or unscheduled improvements that are required by governmental rules, orders or regulations as a result of Tenant's use and or occupancy of the Leased Space. Landlord may inspect the Leased Space to insure Tenant's compliance with the above and foregoing requirements. When there is scheduled maintenance or inspections, Landlord will provide 24 hour notice to the Tenant. In the event of emergency maintenance, landlord will provide notice by phone call to the tenant. Tenant accepts the Leased Space as being in good and sanitary order, condition and repair.
- 4.2 **SURRENDER OF PREMISES.** At the expiration or termination of this Lease, Tenant shall surrender the Leased Space in the same condition as existed on the Commencement Date, ordinary wear and tear excepted. All fixtures, structural alterations or improvements that have become attached to the Leased Space, except trade fixtures, shall become a part of the Leased Space and shall become the property of Landlord. Further, within ninety (90) days prior to the expiration of the Term, Landlord shall during reasonable business hours have the right to show the Leased Space to third parties for the purpose of again leasing the same.

ARTICLE V – UTILITY CHARGES

- 5.1 **CHARGES.** Tenant shall pay for its allocable share of charges, based on the square footage of the Leased Space in proportion to the square footage of the Community Center, of the following utilities: electricity, heat, air conditioning and common area charges (i.e. snow removal, sewer, water, gas, refuse, custodial services) (collectively, the "Utility Charges").
- 5.2 Section Deleted
- 5.3 **SUPPLY OF UTILITIES.** Landlord shall not accept responsibility for repairing any failure or defect in the supply or character of the utilities comprising the Utility Charges by reason of any change, requirement, act, neglect or omission of the public utility serving the Leased Space or for any reason not attributed to Landlord.

- 5.4 **INTERRUPTION OR DISCONTINUANCE OF LANDLORD'S SERVICE.** Tenant agrees that Landlord shall not be liable for failure to supply any service when Landlord uses reasonable diligence to supply the same, it being understood that Landlord reserves the right to temporarily discontinue such services, or any of them, at such times as may be necessary by reason of accident, unavailability of employees, failure of supply, repairs, alterations or improvements, or by reason of fire, strikes, flood, lockouts, riots, acts of God or any other happening beyond the reasonable control of the Landlord. When Landlord causes services to be rendered by independent third parties, Landlord shall have no liability for the performance thereof or liability therefore.
- 5.5 **TELEPHONE SERVICE and INTERNET ACCESS.** The Leased Space will have phone conduit and cable provided, the tenant is responsible to provide its own telephone and internet service, provided it does not result in any structural alterations to the Leased Space or other area within the Community Center, or cause any unreasonable disruption of telephone, computer, or electronic services provided to other tenants or occupants of the Community Center.
- 5.6 **INSPECTION FEES.** The Tenant shall pay prorated of the total cost to the Landlord of building system inspections including, but not limited to, fire alarm/smoke alarm system inspection, fire extinguisher inspection, elevator inspection, sprinkler system inspection, building alarm inspection, and boiler inspection.

ARTICLE VI - ALTERATIONS AND TENANT IMPROVEMENTS

- 6.1 **ALTERATIONS.** Tenant may, from time to time during the Term, make, at its own cost and expense, alterations or changes in the interior of the Leased Space in good and workmanlike manner in compliance with all applicable requirements of law, provided Tenant follows the notice procedure and obtains Landlord's prior written consent, all in accordance with this Article. Upon completion of such alterations, Tenant shall present Landlord a copy of the endorsement to Tenant's fire and extended coverage insurance policy which endorsement shall incorporate said alterations into the policy. All costs of any such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials. Tenant shall allow no work on the Leased Space that could result in attachment to the Leased Space or to the Community Center of mechanics' or materialmen's liens without first securing payment and performance bonds for such work in a form satisfactory to Landlord.
- 6.2 **NOTICE TO LANDLORD.** Prior to the initiation of any alterations, Tenant shall give Landlord written notice thereof and specify the work to be performed in reasonable detail and provide as much information as possible as to the nature, timing, and process to be undertaken with the construction project. After receipt of said notice, Landlord shall have a reasonable period of time during which it shall make a determination, in its sole discretion, as to whether the proposed work would create an undesirable structural or design change in the Leased Space. Tenant shall provide Landlord, upon request; with any further information reasonably necessary for such determination by Landlord and Tenant shall not commence work or accept materials prior to receiving written notice of Landlord's approval. Any notice that is required under this Lease shall be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U.S. Mail which shall first occur. Notice shall be addressed to:

Landlord: Citizens for Backus/AB, Inc.
Attn: Executive Director
900 Fifth Street

- 6.3 LEASED IMPROVEMENTS. All fixtures, furnishing, and finishing shall be the responsibility of Tenant, at Tenant's expense, and subject to the provisions of Sections 6.1 and 6.2 hereof.
- 6.4 SIGNS. No signs, advertisements, placards, or notices shall be placed or painted on any part of the Leased Space or the Community Center without the prior written authorization of Landlord. Landlord may install or require installation of signage to direct employees and invitees of Tenant to the Leased Space. Such signage shall be installed at the expense of Tenant and, if installed by Landlord, will be charged to Tenant as Additional Rent.
- 6.5 NOISE MITIGATION. If Tenant's operations, programs, invitees, clients or patrons cause noise that is annoying, disruptive or distracting to other tenants or employees, invitees or patrons of the Community Center, Landlord shall notify Tenant of such noise. Landlord and Tenant shall meet and confer about changes in Tenant's operation, procedures, hours of operation, programs or other changes that could result in elimination of such noise. Tenant and Landlord will communicate regarding any noise disturbance, and will work to mitigate and noise conflict with any other tenant. Tenant's operations continue to create noise that is annoying, distracting or disruptive, Landlord may declare an event of default under Section 9.1 and exercise its remedies under Section 9.2 hereof.

ARTICLE VII - PUBLIC LIABILITY

- 7.1 TENANT LIABILITY INSURANCE. Tenant shall during the entire term of this Lease keep in full force and effect insurance for public liability and property damage insurance with respect to the Leased Space, and the business operated by Tenant. The limits of liability shall not be less than: \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; \$1,000,000 personal and advertising injury; \$1,000,000 each occurrence; \$50,000 fire damage (any one fire); and \$5,000 medical expense (any one person). The policy shall name the Landlord as an additional insured and shall contain clauses that losses shall be payable notwithstanding any act or negligence of the insured that might otherwise result in forfeiture of said insurance, and that the insurer will not cancel or change the insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be with an insurance company approved to do business in the State of Minnesota and reasonably acceptable to the Landlord. Tenant shall deliver a copy of the Certificate of Insurance, showing Landlord as an additional insured, to Landlord prior to taking possession of the Leased Space, and a renewal certificate at least thirty (30) days prior to the expiration date of any policy term.

ARTICLE VIII - DESTRUCTION AND RESTORATION

- 8.1 DAMAGE. If a significant portion of the Leased Space shall be damaged or destroyed by any uninsured casualty, Landlord shall have the option to rebuild the same or to terminate this Lease. If the Leased Space cannot be repaired and restored within ninety (90) days from the date of the damage, then the Landlord has the right to terminate this Lease from the date of such damage or destruction by giving a notice to the Tenant.
- 8.2 PROTECTION FROM SUBROGATION. Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be liable to the other for any business

interruption or any loss or damage to property or injury to or death of persons occurring on the Leased Space or the adjoining properties, mall areas, sidewalks, streets or alleys, or in any manner growing out of or connected with Tenant use and occupation of the Leased Space, or the condition thereof or of mall areas, sidewalks, streets or alleys adjoining caused by the negligence or other fault of Landlord or Tenant or of their respective agents, employees, subtenants, licensees or assignees to the extent that such business interruption or loss or damage to property or injury to or death of a person is covered by or indemnified by proceeds received from insurance covered by the other party; and Landlord and Tenant each hereby respectively waive all rights of recovery against the other, its agents, employees, subtenants, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered by proceeds received from insurance provided by the other party, or for which reimbursement is otherwise received. Landlord's and Tenant's respective policies of insurance shall each contain a waiver of subrogation provision incorporating the above covenant and providing that the insurance shall not be invalidated by the insured's written waiver prior to a loss of any or all right of recovery against any party for any insured loss. It is expressly understood that Landlord shall not be liable to Tenant for any damages incurred by the latter as a result of the above and foregoing events; save and except as to any such damages caused by the willful negligence of the Landlord, its agents or employees, provided such damages are not recoverable by Tenant pursuant to the insurance policies required to be provided by Tenant under this Lease or otherwise.

ARTICLE IX – TENANT'S DEFAULT

- 9.1 **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Lease:
- (a) Tenant shall fail to pay when due any installment of rent, or other charges provided herein, or any portion thereof and the same shall remain unpaid after the first of the next succeeding month; or
 - (b) Tenant shall for reasons other than those specifically permitted in this Lease, cease to conduct its normal business operations in the Leased Space or shall vacate or abandon the Leased Space. Tenant will be deemed to have vacated, closed or abandoned the Leased Space if it fails to conduct its business on the Leased Space during regular working hours for a period of more than ten (10) consecutive business days; or
 - (c) Tenant shall do or permit to be done anything that creates a lien upon the Leased Space; and does not cause said lien as to Landlord's interest in the property to be released within ten (10) days after written notice from Landlord; or
 - (d) Any representation or warranty made in writing to Landlord in this Lease or in connection with the making of this Lease by Tenant shall prove at any time to have been incorrect in any material respect when made or becomes incorrect; or
 - (e) Tenant shall have failed to comply with any other provisions of this Lease and shall not cure any failure within thirty (30) days, or such longer period of time as may be reasonably required to cure such default, after Landlord, by written notice, has informed Tenant of such noncompliance; or
- 9.2 **LANDLORD'S REMEDIES.** Upon the occurrence of any of the above listed events of default, Landlord may elect to either: (1) terminate this Lease; or (2) terminate Tenant's right to possession only without terminating this Lease, hereinafter referred to as "re-entry"; or (3) pursue any other remedy available at law or in equity. Landlord shall have all remedies provided in the Lease and under governing law. All of the remedies given to Landlord in this Lease or by law shall be cumulative, and the exercise of one right or remedy by Landlord shall not impair its right to

exercise any other right or remedy.

In the event of election under (2) above to terminate Tenant's right to possession only, Landlord may, at Landlord's option, proceed to demand possession by notice and proceeding under the Unlawful Detainer Law of Minnesota and take and hold possession thereof without such proceeding or entry into possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay the rent hereunder for the full term. Upon re-entry Landlord may remove all personal property from the Leased Space and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage that may be occasioned thereby. Upon and after entry into possession without termination of this Lease, Landlord shall use reasonable efforts to relet the premises, or any part thereof for the account of Tenant, to any other person, firm or corporation, for such rent and other charges for such time and upon such terms as Landlord, in Landlord's sole discretion shall determine, but Landlord shall not be required to accept any potential tenant offered by Tenant or to observe any instruction given by Tenant about such reletting. Landlord may make repairs or redecorate the premises to the extent deemed by the Landlord necessary or commercially reasonable. Notwithstanding any action of possession or re-entry into the Leased Premises by the Landlord as permitted in this Article, or termination of this Lease as permitted under this Article, it is stipulated and agreed that Tenant shall remain liable to Landlord for damages for breach of this Lease and of Tenant's covenants hereunder in an amount equal to the total of the following:

- (a) All fixed minimum rent, Additional Rent, late charges, Utility Charges, and any and all charges payable by Tenant hereunder or under other agreements with the Landlord due for the period prior to the date of termination of this Lease or re-entry but unpaid, together with additional late charges from the due date until paid; plus
- (b) All costs and expenses incurred by Landlord in connection with re-entry and repossession of the Leased Space, the repair, renovation, remodeling, or redecoration thereof to the state required by this Lease upon termination, or as may be necessary for reletting, and any brokers' commissions, attorneys' fees, and other charges incurred in connection therewith or in connection with reletting the Leased Space, including attorneys' fees, expended in the collection of rents; plus
- (c) A sum equal to the present value of all rents that would have been payable hereunder after the date of re-entry for the balance of the Term had there not been re-entry, together with interest thereon at the rate of two percent (2%) per annum in excess of the prime rate as quoted by U.S. Bank National Association to its best customers, provided that, in the event the Leased Space is relet (which reletting shall in no event relieve or release Tenant of or from liability for damages hereunder) for all or any part of the balance of the Term hereof then, for each month during such reletting for which Landlord receives net charges derived from such reletting, Tenant shall be entitled to a credit against its liability to Landlord for such month in an amount equal to such net charges, and provided further that, in lieu of damages set forth in the foregoing provisions of this Section, Landlord may waive such foregoing provisions and elect, by written notice to Tenant within ninety (90) days after re-entry, to receive forthwith as liquidated damages for such breach, in addition to the amounts specified above, a sum equal to fifteen percent (15%) of the rents that would have been due and payable for the portion of the balance of the Term from the date of re-entry through the end of the Term.

9.3 COSTS, EXPENSES and ATTORNEYS FEES. If one party is required to seek legal counsel for collection or to commence litigation or arbitration in order to enforce the covenants and agreements of this Lease, the party prevailing in such collection, litigation or arbitration shall have the right to reimbursement from the other party of all reasonable costs, expenses and attorney's fees.

ARTICLE X - MISCELLANEOUS PROVISIONS

- 10.1 **HOLDING OVER.** If either party terminates this Lease and in the event that Tenant continues to occupy the Leased Space after the expiration of the Term without entering into a new Lease hereof said tenancy shall be construed to be a “tenancy from month to month” upon all of the other terms and conditions herein contained, except where the same are not applicable, and except that the rental during such holdover period shall be the then current “minimum rent” plus fifty percent (50%) thereof and all Additional Rent shall continue to be paid as provided herein.
- 10.2 **ENTIRE AGREEMENT.** This Lease is executed in identical counterparts, each of which, when bearing original initials of the parties on each page and at each change in the text hereof as well as original signatures at the end of the document, shall constitute an original for all purposes. All previous agreements, whether oral or written, are superseded by and merged with this Lease. Subsequent changes shall not be binding unless reduced to writing and signed by the parties hereto.
- 10.3 **INVALIDATION OF PARTICULAR PROVISIONS.** If any clause, term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause, term or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause, term or provision similar to such illegal, invalid or unenforceable clause, term or provision as may be possible and would be legal, valid and enforceable.
- 10.4 **PROVISIONS BINDING, ETC.** Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, successors, assigns and legally appointed representatives, respectively, of the Landlord and the Tenant. Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition.
- 10.5 **GOVERNING LAW.** The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Lease.
- 10.6 **HEADINGS.** The headings, section numbers and article numbers appearing in this Lease are not intended in any manner to define, limit or describe the scope of any such section or article and are solely inserted for reference purposes.
- 10.7 **ASSIGNMENT and SUBLETTING.** Tenant will not assign this Lease and will not sublet any part of said premises without the consent in writing of the Landlord. Tenant hereby agrees that if the Tenant shall be declared bankrupt, shall have a receiver appointed of its property, shall make an assignment for benefit of its creditors, or its rights hereunder shall be taken under execution, it shall be construed as an assignment of this lease within the meaning hereof.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

LANDLORD: CITIZENS FOR BACKUS/AB, INC.

BY: Ward K Merrill

Ward Merrill
Title: Executive Director

Date: 6/12/2020

TENANT: ISD 361

BY: Kevin Fran

Title: Superintendent

Date: 6-16-2020

INDEPENDENT SCHOOL DISTRICT 361
1515 11TH ST
INTERNATIONAL FALLS MN 56649-2501

Revised and approved by Board of Directors: April 11, 2019

**NON-FINANCIAL AGREEMENT
BETWEEN
INTERNATIONAL FALLS SCHOOL DISTRICT 361
AND
KOOCHICHING COUNTY PUBLIC HEALTH AND HUMAN SERVICES**

The purpose of this Agreement is to establish a collaborative relationship between Koochiching County Public Health and Human Services (Agency) and School District 361 (School) to provide mutually agreed upon services to students and families with the needs as described herein. The term of this Agreement will be September 1, 2020, through August 31, 2021, or until a renewal Agreement is fully executed.

The School and Agency need coordination of services between Agency Social Worker and School Social Worker due to the increased emotional, behavioral and social needs of students. The objective of these services will be to prevent the placement of eligible students outside of their parental homes by providing services to the students and their families, which will enable them to successfully remain in their home, school, and community.

OBLIGATIONS

The Agency will make available a Social Worker who will work in collaboration with the School Social Worker to perform mutually agreed upon home/school services.

The School Social Worker will be required to maintain records pertaining to mutually agreed upon standards.

The School will provide a space with privacy for interviewing clients. The School will be responsible for ensuring that the provision of services is consistent with State and Federal Due Process and Individual Education Program Plan rules and regulations.

OTHER

This Agreement may be canceled by either party at any time upon 30 days notice, in writing, delivered by mail or in person, except that the termination shall be for cause such as failure of one or both parties to observe conditions of the Agreement.

Both parties will abide by the Minnesota Government Data Practices Act, in maintaining the confidentiality of information. Procedures and policy shall be followed by both parties to safeguard the private or confidential nature of the subject's data and ensure storage in keeping with MN Statutes, Rules, and Regulations imposed by any level of government. Professional ethics shall be appropriately adhered to in the interdisciplinary work setting.

Services provided under this Agreement shall be available regardless of age, sex, marital status, race, color, creed, physical or mental impairment, arrest or conviction record, or political affiliation.

The parties agree to comply with all respects with the Health Insurance Portability and Accountability Act, Public Law 104-191 (HIPAA), and all rules, regulations and controls effected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall execute amendments hereto, provide written assurances, implement policies and procedures, or take whatever other actions are necessary to comply with HIPAA. Should a party fail to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

KOOCHICHING COUNTY PH & HS

INDEPENDENT SCHOOL DISTRICT 361

Director
Koochiching County PH & HS

Chairperson
Board of Education 361

Date:_____

Date:_____

Chair, Koochiching County Board

Superintendent, School District 361

Date:_____

Date:_____

Approved as to form & execution:

Koochiching County Attorney

Date:_____

ADDENDUM A.

**STATE OF MINNESOTA/MINNESOTA STATE COLLEGES AND UNIVERSITIES
RAINY RIVER COMMUNITY COLLEGE
INCOME CONTRACT
FOR POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT**

Between Falls High School, ISD 361 (SCHOOL DISTRICT) and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Rainy River Community College (COLLEGE/UNIVERSITY).

Per August 2, 2020 email to Northeast Higher Education District Business Office by MN Department of Education Finance Specialist regarding change to general education funding base amount and corresponding change to PSEO funding. See Section IV, Part A, below. Change from \$213.20 to \$216.20 per semester credit.

IV. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this contract shall be paid by the SCHOOL DISTRICT limited to the courses listed in Attachment D as follows:

1) The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the respective academic year rate for tuition, fees, and textbook rental per credit hour per student as follows.

Academic Year	Rate
2020-2021	\$ 213.20 per semester credit \$ 216.20 per semester credit

2) Additional fees required for students to complete course(s) shall be negotiated between the two parties and described here.

3) Other non-required costs related to course specific software and tools are the responsibility of the student and described here.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Rainy River Community College

Roxanne Kelly
RRCC Provost
Date:

2. SCHOOL DISTRICT:

School District certifies that the appropriate person(s) have executed the contract on behalf of the School District as required by applicable articles, by-laws, resolutions, or ordinances.

Kevin Grover 
ISD 361 Superintendent
Date:

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Hibbing Community College

CONCURRENT ENROLLMENT AGREEMENT 2020-2021 Academic Year

THIS CONCURRENT ENROLLMENT AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities (hereinafter "Minnesota State"), on behalf of HIBBING COMMUNITY COLLEGE (hereinafter "The COLLEGE"), and INTERNATIONAL FALLS HIGH SCHOOL, ISD361, (hereinafter "HIGH SCHOOL(S)").

WHEREAS: The COLLEGE is an autonomous college in the Minnesota State system, which share a President through their respective memberships in the Northeast Higher Education District; and

WHEREAS: It is understood that the individual members of HIGH SCHOOLS, acting under the authority of their school district, and THE COLLEGE, respectively, need to act at times jointly and at times severally, as appropriate to the circumstance, with respect to this agreement; and

WHEREAS: The COLLEGE is desirous of offering college level classes to HIGH SCHOOLS through a program known as the Post-Secondary Options Program (hereinafter "PSEO"), a component of which provides for college-level classes to be offered at high schools, known as the Concurrent Enrollment Program (hereinafter "CEP"); and

WHEREAS: HIGH SCHOOLS are desirous of receiving college courses which meet transfer criteria to colleges and universities within Minnesota State, and when appropriate technical courses which meet transfer criteria to vocational/technical colleges within Minnesota State and services from the COLLEGE through the CEP; and

WHEREAS: It is understood that the goals of the CEP can best be accomplished if individual HIGH SCHOOLS and the COLLEGE, collaboratively establish long-term working relationships to develop and improve delivery of services to the high schools' students; and

WHEREAS: The governing policies of the CEP program and this Agreement are established by law and the Minnesota State Board of Trustees, which include the following general provisions that are considered to be minimum requirements (Minnesota State Board Policy, Chapter 3 Section 5):

Definitions

Post-Secondary Enrollment Options Program or "PSEO". The Post-Secondary Enrollment Options Program is the program established by Minnesota Statutes section 124D.09 to "promote rigorous educational pursuits and provide a wider variety of options for students." Through PSEO, high school students may earn both secondary and postsecondary credit for college or university courses completed on a college or university campus, at a high school, or at another location.

PSEO Concurrent Enrollment Course. A PSEO concurrent enrollment course is a college or university course made available through the PSEO program, offered through a secondary school, and taught by a secondary teacher.

Post-Secondary Enrollment Options Expectations

The Minnesota State Colleges and Universities shall provide opportunities for students to participate in the Post-Secondary Enrollment Options Program. Students shall be admitted according to criteria that promote progress through college-level coursework and that augment their continued academic growth consistent with board policies and system procedures.

Enrollment on campus. Enrollment of PSEO students in courses on a college or university campus shall be allowed on the basis of available space as defined by the college or university.

Compliance with standards. Colleges and universities shall require PSEO students to perform to the college's or university's academic and student conduct standards.

Developmental courses. Colleges and universities shall not enroll students in developmental courses through PSEO.

and;

WHEREAS: HIGH SCHOOLS and the COLLEGE wish to enter into this Agreement through their respective agents for the delivery of CEP courses, which would be of mutual benefit;

NOW, THEREFORE, it is agreed:

I. DUTIES OF each participating COLLEGE and HIGH SCHOOL

A. COLLEGE'S DUTIES. COLLEGE shall:

Ensure that the coordinator:

- Provides necessary registration, drop-add, and withdrawal information.
- Provides students with information outlining student responsibilities (including their responsibility to communicate with their high school about their academic performance in CEP courses) and describing available academic and student support services. This information, in print or electronic form, may be provided to the high school for subsequent distribution to the students. It may also be available online or through student orientation sessions (Minnesota State Board Policy Chapter 3.5.1 Part 3 Subpart A).
- Provides necessary Student-Parent Agreement and Student Information Forms.
- Provides necessary Drop/Add and Withdrawal Forms.
- Maintains records documenting each CEP course.
- Provides evaluation tools for the purpose of evaluating each college faculty collaborator, as well as the program in general.

Ensure that the assessment coordinator:

- Provides the means for college readiness assessment testing for potential CEP students twice each academic year, in cooperation with HIGH SCHOOL guidance and counseling personnel.
- Makes arrangements for students to take assessment tests on the college campus, when geographically feasible.

Ensure that the records office:

- Creates course lists and grade sheets.
- Makes appropriate record adjustments for students in accordance to Drop/Add and Withdrawal policies.
- Makes grades available to students approximately three weeks after the semester ends.
- Provides student transcripts upon receipt of written request and fee payment.
- Maintains college course records for high school students, and awards college credit for successfully completed courses.

Ensure that each college faculty collaborator:

- Supports the high school CEP teachers, giving additional time and attention to teachers new to the program.
- Initiates an orientation session with new high school teachers and initial contacts with experienced teachers at the time of the CEP assignment (Minnesota State System Procedures Chapter 3.5.1 Part 4 Subpart D Number 1).
- Collaborates with the high school CEP teacher to clarify the approved college course outline and to create a course syllabus for the CEP course.

- Provides current college text information and/or exam copies of the text, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school teacher's use.
- Provides teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Collaborates with high school CEP teachers to assure that assessment meets college criteria.
- Provides college course lists and grade sheets to the high school CEP teacher.
- Visits the class during the semester to observe teaching and student response to instruction, meeting with the teacher after each classroom observation. Classes taught by high school CEP teachers who have taught the course previously will be visited once, while classes taught by high school CEP teachers who have not taught the course previously will be visited twice.
- Meets regularly (face-to-face, ITV, online, by telephone, etc.) with the high school CEP teacher and monitors assignments, exams, projects, student academic achievement, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the course outline approved by the college, and that students are held to college-level standards (Minnesota State System Procedures Chapter 3.5.1 Part 4 Subpart D Number 1).
- Arranges to guest lecture twice during the semester for courses of both new and experienced CEP teachers, if requested in writing to do so by the high school teacher.
- Submits to the CEP coordinator and to the high school principal, a brief written report of each meeting and a final written report at the end of the semester for each CEP course assigned.
- Reviews selected graded assignments, tests and papers.
- Confers with the high school CEP teacher not less than once per month and is available to the high school teacher by phone, e-mail, or other means.
- Extends to high school CEP teachers, invitations to participate in appropriate campus-based and/or program-specific faculty development activities (Minnesota State System Procedures Chapter 3.5.1 Part 4 Subpart D Number 2).

B. HIGH SCHOOL'S DUTIES. The HIGH SCHOOL shall:

Ensure the following program logistics:

- By March 1 of each year, provide general information about the CEP to all students in grades 8, 9, 10, and 11 enrolled in their high school (MN Statutes, Section 124D.09, Subdivision 7).
- Anytime January-March, coordinate for assessment testing, at the providing the COLLEGE if geographically feasible.
- By April 1 of each year, return to the COLLEGE's CEP coordinator, the completed *Course Proposal Application* to request courses for the following academic year and to provide the start and end dates for both semesters of the high school calendar.
- Several weeks prior to the scheduled assessment test date, have students each complete a *Student Information Form*. (These students are those scheduled to take the assessment test and who may potentially be enrolling in a CEP course the following academic year.)
- No later than two weeks prior to the scheduled assessment test date, send completed *Student Information Forms* to the COLLEGE's CEP coordinator.
- By May 15 of each year, send to the COLLEGE's CEP coordinator, the completed *Student-Parent Agreement Forms*.
- By May 15 of each year for Fall Semester, and by December 1 of each year for Spring Semester, send enrollment lists to the COLLEGE'S CEP coordinator.
 - (1) The enrollment list for each CEP course offered shall include the full name of each student who plans to enroll in the course, with the understanding that in order to be listed, the student meets the criteria to be eligible for participation in a CEP course (see "Student Qualifications" section).
 - (2) In order to complete an assessment test, the student must provide a completed *Student Information Form*.
 - (3) In order to register for a course, the student must have met CEP program requirements and course pre-requisites, and provide a completed *Student-Parent Agreement Form*.
- Assist in student compliance with the Drop/Add and Withdrawal Policies (see "Other Provisions" section), sign off on forms as student advisor, and forward completed forms to the COLLEGE's CEP coordinator.

- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in CEP courses. This ensures that the students and their parents or guardian are fully aware of the risks and possible consequences of enrolling in CEP courses.
- Provide all textbooks and other instructional materials/equipment required for the course as these are described in the course syllabus.

Ensure the following course scheduling requirements:

- The maximum enrollment of a course with a CEP component is to be the same as it is for other, similarly structured courses in the high school, and the total enrollment (CEP students and non-CEP students combined) must not exceed the course maximum established by the providing COLLEGE.
- HIGH SCHOOLS will have the option to run courses with enrollment fewer than ten students, but only after consultation with and approval from the providing COLLEGE prior to the start of the semester.
- CEP courses should be scheduled at times not normally used for school sports and activities to minimize absences due to school related activities.

Ensure that each high school CEP teacher does the following:

- Creates a course syllabus for the CEP course in collaboration with the college faculty. This is to be completed and shared with the college collaborator no later than one month prior to the first day of the CEP course. This syllabus is to be provided to each student within a maximum of one week after the first class meeting (Minnesota State Board Policy, Chapter 3.22 Part 3). The syllabus needs to contain the components outlined in the COLLEGE's *Concurrent Enrollment Course Syllabus Guidelines*, and other requirements as may be established by the HIGH SCHOOL.
- Provides the college faculty collaborator with documentation that ensures each CEP course is equivalent in content and rigor to the same course offered on the college campus. This documentation should include copies of quizzes, exams, and completed homework assignments that are examples of student A-level work, B-level work, and C-level work. A student's grade in a course is to be based on their academic performance on assignments and tests. Testing will cover the full curriculum of the course. The college faculty collaborator reserves the right to approve any mid-terms, as well as the final examination. If not approved, the college faculty collaborator must demonstrate that the exam does not evaluate at a college level and/or it is not consistent with the course outline.
- Assigns final, whole letter grades to each student on the class list, which is provided by the college faculty collaborator. This completed grade sheet is to be signed and sent to the college faculty collaborator immediately after the semester ends.

Ensure the following program support:

- Schedule high school CEP teachers so that they are responsible for no more than two CEP courses per semester, unless approved by the Provost of the providing COLLEGE.

II. OTHER PROVISIONS.

The following is to be understood and agreed to by both the HIGH SCHOOL and COLLEGE:

Teacher Qualifications

- The minimum qualifications for CEP instructors shall be the system established credential fields and minimum qualifications for faculty, as designated in Minnesota State Board Policy 3.32 and System Procedure 3.32.1 College Faculty Credentialing. Exceptions to this requirement must fall under the provisions of the "Timeline & Approval Process for CEP Teacher Professional Development Plans" and the "Professional Development Plan for CEP Teachers" must be used (refer to documents, attached).
- The CEP HIGH SCHOOL shall forward a completed *High School CEP Teacher Application*, copies of transcripts and a resume to the providing COLLEGE's CEP coordinator. Repeat teachers need to submit updated documentation if they further their education and earn credentials to teach in a different discipline.

- Each high school teacher selected to teach a CEP course requires the approval of the teacher's principal and of the college based on the recommendations of its faculty (Minnesota State System Procedures Chapter 3.5.1 Part 4 Subpart E).

Student Admissions Requirements

- Eligible students are juniors with a class rank in the upper one-third of their class and seniors with a class rank in the upper one-half of their class.
- If the high school does not keep class ranking, eligible students are juniors with a score at or above the 70th percentile on a nationally standardized, norm-referenced test and seniors with a score at or above the 50th percentile on a nationally standardized, norm-referenced test.
- If the high school does not keep class ranking and no standardized test score is available, eligible students are juniors with a GPA of 3.00 or better and seniors with a GPA of 2.50 or better. (This is pursuant to Minnesota State System Procedures Chapter 3.5.1 Part 2 Subpart A Number 3, which allows documentation other than that specified above).
- Potential CEP students must participate in assessment testing in reading, English (determined from reading assessment), and mathematics prior to course registration, and CEP students must place at or above college level in reading and English skills. (A student can take this assessment test up to twice each year.)
- Potential CEP students can also meet college-readiness admissions standards by achieving established minimum ACT, SAT, and/or MCA assessment scores.
- CEP students must meet the required prerequisites for each course in which they wish to enroll, before their course begins.
- A student who does not meet the admissions standards indicated above may petition for admission to the providing COLLEGE after an admissions review process. This decision is based upon a completed *Student Petition Form* which includes a signed statement by the HIGH SCHOOL Principal. This statement needs to provide evidence of the student's readiness and ability to perform college-level work as well as the indication that the student could benefit from college courses and is recommended for admission.
- All student petitions will be reviewed in accordance to the procedures outlined in the providing the COLLEGE'S admissions review process.

Exceptions Requirements

- A high school that wishes to have a college offer a PSEO concurrent enrollment course to its students, but cannot generate sufficient enrollment to offer that course only to CEP students, may request approval for an exception from the provost of the college. The provost of the college shall approve or deny the request after the appropriate college consultation process (Minnesota State System Procedures Chapter 3.5.1 Part 4 Subpart H). Requests from high schools must be received by July 1 of each year for Fall Semester and December 1 of each year for Spring Semester.
- Enrollment of CEP students in a course will be greater than the enrollment of non-CEP students (Minnesota State System Procedures Chapter 3.5.1 Part 4 Subpart H Number 2a).
- The non-CEP students enrolled in CEP courses must have taken the assessment test. It is not necessary that the student achieve the prerequisite score required by students enrolled to earn college credit.
- Students may choose to be non-CEP students and not receive college credit, even if they are eligible and qualify for the CEP course.

Student Requirements

- Potential CEP students shall inform the high school by March 30 of each year of the student's intent to enroll in CEP courses during the following school year. (This is to assist in planning. A student is not bound by notifying or not notifying the district by this time.) [See Minnesota Statute, 124D.09 Post-secondary Enrollment Options Act, Subd 7.]
- Potential CEP students must return to their high school guidance counselor their completed *Student Information Form* and *Student-Parent Agreement Form*.
- Potential CEP students must indicate the courses in which they intend to enroll by way of the high school's designated registration system.
- The COLLEGE's Drop-Add and Withdrawal Policy applies to enrolled CEP students. It is understood that adjustments will be made to the student's record by the COLLEGE's records office in accordance to the Drop/Add and Withdrawal policies outlined below.

Dropping and Adding a Course

Students may make a change(s) in their course schedules **only** through the fifth (5th) class day of the high school's calendar. Dropped classes do not appear on the student's transcript.

Withdrawal

Students may withdraw from courses after the fifth (5th) class day through the final date for official course withdrawal. The final date for official course withdrawal is the last day on which students may officially terminate their enrollment in a course, and shall be the date on which eighty percent (80%) of the days in the academic semester at the high school have elapsed. For courses not on a standard academic semester schedule, such as those courses "stretched" over both fall and spring semesters, the final date for official course withdrawal shall be established as the date on which eighty percent (80%) of the instructional days for the course have elapsed (Minnesota State Board Policy, Chapter 3 Part 3 Subpart A).

Grades of "W" for withdrawal will be recorded on the student's official transcript. No withdrawals from the courses may be made after the final date for official course withdrawal. Withdrawals that are not officially processed through the CEP coordinator and records office will be recorded on the student's permanent record with a grade of "F".

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all services performed by COLLEGES pursuant to this Agreement shall be paid by the HIGH SCHOOLS as follows:

HIGH SCHOOLS will pay \$2,750 for each CEP course offered during a semester.

If no CEP course is offered during the Academic Year, no yearly fee is due; however, the HIGH SCHOOL will need to pay any costs incurred by COLLEGE due to the administration of assessment tests. These costs include a per test fee, as well as mileage, food and lodging reimbursements (if applicable), and staff time administering and scoring the tests.

- B. Terms of Payment. Payment shall be made by HIGH SCHOOL(S) within thirty (30) days after the COLLEGE has presented invoices for services performed to the HIGH SCHOOL. Invoices for course fees shall be calculated once each academic year with the invoice to be submitted to the appropriate high school no later than May 15.

- IV. TERMS OF AGREEMENT. This agreement shall be effective August 1, 2020, or upon the date that the final required signature is obtained by the COLLEGE, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

- V. CANCELLATION. This Agreement may be cancelled during its term only by mutual agreement between HIGH SCHOOLS and COLLEGE. In the event of such a cancellation, the COLLEGE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VI. AUTHORIZED REPRESENTATIVES.

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

- A. For collective actions, HIGH SCHOOLS' Authorized Representative for the purposes of administration of this Agreement is:

Superintendent, International Falls School District

- B. For individual actions, the Authorized Representative of each COLLEGE for the purpose of administration of this agreement is as follows:

HIBBING COMMUNITY COLLEGE: ~~42~~ Provost, Hibbing Community College, 1515 East 25th

Street, Hibbing, MN 55746.

- VII. ASSIGNMENT. Neither the COLLEGE nor the HIGH SCHOOL(S) may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
- VIII. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
- IX. LIABILITY. HIGH SCHOOL(S) agree to indemnify and save and hold the COLLEGE, their representatives and employees, harmless from any and all claims or causes of action arising from the performance of this contract by the HIGH SCHOOL(S) or the HIGH SCHOOL(S)' agents or employees. This clause shall not be construed to bar any legal remedies the HIGH SCHOOLS may have for the COLLEGES' failure to fulfill their obligations pursuant to this contract.
- X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. HIGH SCHOOL(S) agree that in fulfilling the duties of this contract, HIGH SCHOOL(S) are responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The COLLEGE(S) is not responsible for issues or challenges related to compliance with the ADA beyond their own routine use of facilities, services, or other areas covered by the ADA.
- XI. GOVERNMENT DATA PRACTICES ACT. HIGH SCHOOL(S) must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the COLLEGE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the HIGH SCHOOL(S) in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either HIGH SCHOOL(S) or the COLLEGE.
- In the event a HIGH SCHOOL receives a request to release the data referred to in this Article, the HIGH SCHOOL must immediately notify the COLLEGE. The COLLEGE will give HIGH SCHOOL instructions concerning the release of the data to the requesting party before the data is released.
- XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS. The COLLEGE shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the COLLEGE and its employees and contractors individually or jointly. Materials developed jointly between any COLLEGE employee and/or contractor and any HIGH SCHOOL employee in the performance of its obligations under this contract shall be jointly owned by the COLLEGE and HIGH SCHOOL. Materials developed individually by any HIGH SCHOOL employee in performance of his/her duties under this contract shall belong to HIGH SCHOOL; however, the COLLEGE shall have a non-exclusive, unrestricted right to use such materials in the future. This provision shall not apply to materials developed by the COLLEGE, their contractors and/or employees, or those developed by the HIGH SCHOOL or any HIGH SCHOOL employee prior to the existence of this contract.
- XIII. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the HIGH SCHOOL or its employees individually or jointly with others, or any subcontractors shall identify the COLLEGE as the sponsoring agency and shall not be released prior to approval by COLLEGES' authorized representative.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. SCHOOL DISTRICT

By (authorized signature)
Title: Kevin Grover, Superintendent, International Falls School District #361
Date

2. HIBBING COMMUNITY COLLEGE

By (authorized signature)
Title: Aaron Reini, Interim Provost, Hibbing Community College
Date

AT WILL POSITION EMPLOYMENT SCHEDULE

This employment schedule covers the wages and benefits for At Will positions. This includes part time, nonunion, casual, substitute and 12 month “At Will” employees. It is to be understood the wage and benefit descriptions are separate from position job descriptions. Wage and benefit descriptions, as well as, position job descriptions exist only as a result of school board action, and may be changed at any time by the school board to best meet the needs of the school district as such needs are interpreted by the school board.

The school district follows a fiscal year from July 1 to June 30; therefore, all wage and benefits follow a July 1 effective date unless noted otherwise.

An “At Will” employee serves at the sole discretion of the school board and has no expectation of a contractual relationship. As a matter of policy action only, an “At Will” employee who is terminated from service may expect two weeks of immediate severance, unless the employee’s severance from employment is as a result of blatant disregard of school district policies governing the position’s function, or insubordination to the employee’s supervisor, or conviction of a felony. In those instances the employee will be terminated with forfeiture of two weeks’ salary, as well as, forfeiture of any and all severance benefits which the employee may have accrued up to the date of termination.

SECTION A – PART TIME NON UNION, CASUAL AND SUBSTITUTE POSITIONS:

This section covers the wages for those positions defined as general part time, non-union, casual and substitute positions. These positions do not qualify for any paid benefits or paid leave time. Unpaid personal time off is at the discretion and approval of the positions immediate supervisor.

PART TIME NON UNION POSITION: A position which is not covered by a collective bargaining agreement and does not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee’s appropriate unit.

CASUAL POSITION: A position which is basically temporary or seasonal in character and: (i) are not for more than 67 working days in any calendar year; or (ii) are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.

SUBSTITUTE POSITION: A position which works on an as needed basis, due to the absence of an employee regularly assigned.

AT WILL POSITION EMPLOYMENT SCHEDULE

Hourly Wage Schedule A

POSITION	TYPE	07/01/2019	Effective: 03/02/2020	Effective 03/01/2021 7/01/2020
Arena Helper	Seasonal	\$ 10.00	\$ 10.25	\$ 10.46
AWD Program Aide / Van Driver	Casual	\$ 13.79	\$ 14.13	\$ 14.42
Bus Driver Training	Part Time	\$ 15.61	\$ 16.00	\$ 16.32
Custodial Summer Worker	Seasonal		\$ 10.76	\$ 10.98
Lifeguard	Casual	\$ 11.00	\$ 11.28	\$ 11.50
Locker Room Supervision*	Casual	\$15.00/class period	\$15/class period	\$15/class period
Red Cross Instructor	Casual	\$ 13.99	\$ 14.34	\$ 14.63
Substitute Bus Driver	Substitute	\$ 21.07	\$ 21.60 \$ 21.49	\$ 22.03 \$ 21.92
Substitute Café Helper	Substitute	\$ 10.00	\$ 10.25	\$ 10.46
Substitute Custodian	Substitute	\$ 13.16	\$ 13.49	\$ 13.76
Substitute LPN	Substitute	\$ 17.69	\$ 18.13 \$ 18.04	\$ 18.49 -18.40
Substitute Paraprofessional	Substitute	\$ 11.86	\$ 12.16	\$ 12.40
Substitute Secretary	Substitute	\$ 13.16	\$ 13.49	\$ 13.76
Student Worker - Tech. Depart.	Casual	\$ 11.00	\$ 10.82	\$ 11.04
Water Safety Instructor	Casual	\$ 11.76	\$ 12.05	\$ 12.30
Weight Room Coordinator	Casual	\$ 15.00	\$ 15.38	\$ 15.68

** All rates are hourly wage per hour except where noted.*

AT WILL POSITION EMPLOYMENT SCHEDULE

SECTION A, SUBD. 1 – PART TIME BUS DRIVERS:

POSITION	Effective: 07/01/2019	Effective: 07/01/2020
Bus Drivers	\$ 21.49	\$ 21.92

Bus Driver Stipend: An employee who qualifies for this stipend must be employed in a position as a non-union regular route bus driver (to/from transportation) and assigned to a daily route as of March 2, 2020. Employees who meet this qualification and are employed on March 31, 2021 will qualify for a \$500 bonus stipend.

New hired regular route bus driver (to/from transportation) holding a current bus driving license which requires no training or license testing assigned to a daily route employed as of March 31, 2021 will qualify for a \$500 bonus stipend.

SECTION B – COMMUNITY EDUCATION ADULTS WITH DISABILITIES COORDINATOR:

This section defines the wages and benefits for the Adults with Disabilities Coordinator position.

The Adults with Disabilities Coordinator position is assigned to work not to exceed 1,220 hours per fiscal year, July 1 to June 30. Basic work day is 4 hours per day.

The wages and benefits for this position are as follows:

	Effective: 07/01/2019	Effective: 07/01/2020
Hourly Rate:	\$16.19	\$16.51

Vacation: 4 hours of paid vacation. Vacation cannot be carried over. Unused vacation at the end of the fiscal year will not be paid out.

Sick Leave: 40 hours of sick leave. Sick leave cannot be carried over and will not accumulate. Unused sick leave at the end of the fiscal year will be lost.

Flex Benefit: No District Contribution. Employee at their own expense may elect to participate in either the medical or dependent care flexible spending benefit.

TSA Match: No District Contribution. Employee at their expense may elect to participate in the 403(b) program.

AT WILL POSITION EMPLOYMENT SCHEDULE

SECTION C – LPN AIDE:

This section defines the wages and benefits for the LPN Aide position.

The LPN Aide position is assigned to work not to exceed 1,232 hours per school year beginning two days prior to the 174 student days. Basic work day is 7 hours per day, five days per week or days of student attendance.

The wages and benefits for this position are as follows:

	Effective: 07/01/2019	Effective: 07/01/2020
Hourly Rate:	\$18.04	\$18.40

Health Insurance: Maximum District Contribution \$4,160;
(\$346.67/month for 12 months assuming employee works 176 days)

Personal Time Off: Earn .0398 hours PTO/hour worked (49 hours for working 1,232 hours)

SECTION D – DISTRICT SCHOOL NUTRITION DIRECTOR:

This section defines the wages and benefits for the District School Nutrition Director.

The District School Nutrition Director position is assigned to work not to exceed 550 hours per fiscal year.

The wage information for this position is as follows:

	Effective: 07/01/2019	Effective: 07/01/2020
Hourly Rate:	\$26.52	\$27.05

All required state, federal and district training will be paid per the above wage schedule.

SECTION E – INDIAN EDUCATION COORDINATOR:

	Effective: 07/01/2019	Effective: 07/01/2020
Hourly Rate:	\$ 21.90	\$ 22.34

AT WILL POSITION EMPLOYMENT SCHEDULE

SECTION D – FULL TIME POSITIONS:

Effective June 1, 2018 this section covers the wages and benefits for the following positions:

- Accounts Payable/Receivable Clerk
- Business Manager
- Business Office Clerk
- Maintenance/Transportation Director
- Personnel/Payroll Clerk
- Technology Assistant

At Will 12 month positions are assigned to work all 12 months of the calendar year. The wages and benefits for these positions are defined in this section.

Positions less than 2,080 hours per year will receive prorated benefits. Positions less than 1,560 hours per fiscal year will not qualify for paid benefits or paid vacation.

Positions shall be defined by a six level wage schedule, with level six to be the highest level for all positions. The school board shall reserve the right to place a new hire on any level it deems appropriate. Any and all advancements to the next highest level will be determined by the employee's job performance in terms of meeting the employee's own professional goals, and goals approved by the school board for the specific positions. The employee's individual professional goals shall be submitted annually by the employee to the Superintendent of schools who shall have the responsibility to assess the appropriateness of the employee's continued professional development. All professional goals shall be capable of being assessed using reliable and valid measures and data. The school board reserves the right to establish position goals for all positions. The superintendent is responsible for the assessment of district goals and shall provide the employee with an annual performance evaluation.

It is assumed under usual conditions that an employee shall require two service years in each level prior to advancing to the next level. The first year will be to demonstrate the professional growth, and the second year to demonstrate ability to sustain the level of professional growth achieved the first year.

Growth in the wage schedule reflected by the schedule itself will in part be governed by the cost of living measures. However, the school board shall not be bound to incorporate cost of living adjustments to the salary intervals and shall make any and all adjustments in the best interest of the district's students and resources available to the school board.

AT WILL POSITION EMPLOYMENT SCHEDULE

Wage Schedule - At Will 12 Month Positions:

Position	Rate Type	Level	07/01/19	07/01/20
Accounts Payable / Receivable Clerk	Hourly	Level 1	\$ 19.66	\$ 20.05
		Level 2	\$ 20.44	\$ 20.85
		Level 3	\$ 21.27	\$ 21.69
		Level 4	\$ 22.12	\$ 22.57
		Level 5	\$ 22.99	\$ 23.45
		Level 6	\$ 23.91	\$ 24.39
Business Manager	Annual - Exempt	Level 1	\$ 61,734	\$ 62,969
		Level 2	\$ 64,204	\$ 65,488
		Level 3	\$ 66,773	\$ 68,109
		Level 4	\$ 69,445	\$ 70,834
		Level 5	\$ 72,223	\$ 73,668
		Level 6	\$ 75,111	\$ 76,613
Maintenance / Transportation Director	Annual - Exempt	Level 1	\$ 64,257	\$ 65,542
		Level 2	\$ 66,827	\$ 68,164
		Level 3	\$ 69,499	\$ 70,889
		Level 4	\$ 72,280	\$ 73,726
		Level 5	\$ 75,171	\$ 76,674
		Level 6	\$ 78,139	\$ 79,702
Personnel / Payroll Clerk	Hourly	Level 1	\$ 19.66	\$ 20.05
		Level 2	\$ 20.44	\$ 20.85
		Level 3	\$ 21.27	\$ 21.69
		Level 4	\$ 22.12	\$ 22.57
		Level 5	\$ 22.99	\$ 23.45
		Level 6	\$ 23.91	\$ 24.39
Technology Assistant	Hourly	Level 1	\$ 22.06	\$ 22.50
		Level 2	\$ 22.95	\$ 23.41
		Level 3	\$ 23.87	\$ 24.35
		Level 4	\$ 24.83	\$ 25.32
		Level 5	\$ 25.80	\$ 26.33
		Level 6	\$ 26.85	\$ 27.38

AT WILL POSITION EMPLOYMENT SCHEDULE

BENEFITS:

All benefits will be prorated based upon the employee's full time equivalency (FTE) which is calculated by dividing the number of contract hours by 2,080 for a 260 day assignment.

DENTAL INSURANCE:

Single Coverage Dental Insurance: Effective July 1, 2015 the District will contribute a \$24.17 per month towards the cost of a single dental health insurance coverage offered through the current dental insurance plan provider.

Family Coverage Dental Insurance: Effective July 1, 2015 the District will contribute \$60.25 per month towards the cost of a family dental health insurance coverage offered through the current dental insurance plan provider.

FLEX BENEFIT

Employees at their own expense may participate in either the flexible medical spending or dependent care spending plans.

HEALTH INSURANCE:

Single Coverage Health Insurance: Effective July 1, 2019 the District shall contribute \$532.33 per month towards the cost of single health insurance coverage offered through the current health insurance plan provider.

Family Coverage Health Insurance: Effective July 1, 2019 the District will contribute \$1,284.33 per month towards the cost of family health insurance coverage offered through the current health insurance plan provider.

LIFE INSURANCE:

Employees shall receive \$100,000 term life insurance with eligibility determined by the school districts life insurance provider. Employees will be responsible for any excess life tax amount.

LTD INSURANCE:

Employees shall participate in the Districts Long Term Disability Insurance program. Eligibility for participation is determined by the school districts long term disability provider. The District will add the amount of the premium cost to the individual employee's wage. Employees will pay for the cost of their individual premium via payroll deduction.

AT WILL POSITION EMPLOYMENT SCHEDULE

LEAVE OF ABSENCES:

VACATION LEAVE:

Effective July 1, 2016 employees will receive paid Vacation days as per the following schedule. A maximum of 10 days of vacation shall be allowed to carry over at the end of a fiscal year. Any vacation days in excess of 10 days carry over will be lost. Vacation may be taken in no less than ½ hour increments. Vacation days will be accrued on July 1 of each fiscal year. Employees upon termination of service will be paid for any unused and accrued vacation through their last day of employment.

Start	0
Year 1	10 Days
Year 5	15 Days
Year 10	20 Days
Year 15	25 Days
Year 20	30 Days

SICK LEAVE:

Employees shall receive fifteen (15) paid sick leave days per fiscal year. Sick leave days will be advanced to employees on July 1 of each fiscal year.

Sick leave shall be allowed by the employees Supervisor whenever an employee's absence is found to have been due to illness of the member, dependent minor child, adult child, spouse, sibling, parent, grandparent, or stepparent, and which prevents his/her attendance and performance of duties on that day or days with a limit of 160 hours in any twelve (12) month period for all except the member, spouse, and dependent minor child.

Sick leave may be used as bereavement leave by an employee for leave due to death of an immediate family member. A maximum of three (3) days leave will be allowed when no travel is necessary. In the event travel is necessary an employee will be allowed to use a maximum of five (5) days. Immediate family is defined as: father, mother, sister, brother, son, daughter, wife, husband, grandfather, grandmother, mother in-law, father in-law, daughter in-law, son in-law, brother in-law, and sister in-law.

Unused sick leave days may accumulate to a maximum credit of 180 days. When an employee's sick leave account is at its maximum, any additional sick leave days earned will accrue in a separate individual catastrophe account. The days in the catastrophe sick leave account may be used only if the following criteria are met:

A health catastrophe(s) must have caused an extreme depletion of accrued sick leave hours in accordance with the following:

- A. A health catastrophe is defined as being any illness or injury resulting in loss of accrued sick leave in excess of eighty (80) sick leave days during any 365 day period. An illness cannot be considered a catastrophe until the employee has accumulated an unused balance in his sick leave account of 180 days.

AT WILL POSITION EMPLOYMENT SCHEDULE

- B. For the purpose of this subdivision, health absences within a 365 day period need not be consecutive to be considered catastrophic

The School Board may at its option, grant the use of catastrophic sick leave account days in unusual circumstances covered by this section.

At the beginning of each fiscal year (July 1), sick leave days will be credited to the regular sick leave account first. Any days in excess of 180 shall be credited to the employees catastrophic sick leave account.

The School Board may require an employee to furnish a medical certificate from the school health officer or from a Licensed Practitioner of the Healing Arts as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. Sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.

Sick leave pay shall be approved only upon electronic submission of a request on the district Skyward Employee Access system or the district paper form if requested by the employee Supervisor.

Sick leave balance upon termination of employment will not be paid out.

HEALTH CARE SAVINGS PLAN:

International Falls Public Schools At Will Full Time 12 Month employees covered under this section are eligible to participate in the Minnesota Post Employment Health Care Savings Plan established under Minnesota Statute, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents.

Subdivision 1:

This subdivision is effective July 1, 2016. Employees hired after July 1, 2005 shall receive District contributions into a Health Care Savings Plan as follows:

Employees who qualify under this subdivision and whom have provided the District with 10 years of service will qualify for a maximum District contribution of \$30,000 to an individual health care savings plan account administered by the Minnesota State Retirement System. Annual contributions will begin the first payroll in July of the employees 11th year of service to the District. The annual contribution amount will be \$1,800. The annual contribution will be prorated based upon the employee's FTE each fiscal year.

District contributions will cease upon retirement, termination of service or when the maximum District contribution amount is reached, whichever occurs first.

In the event the employee dies before the deposit is made, the payment will be made in cash to the employee's estate.

AT WILL POSITION EMPLOYMENT SCHEDULE

PAID HOLIDAYS:

Employees will receive the following paid holidays: July 3rd, 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Presidents Day, Good Friday and Memorial Day.

Effective July 1, 2016 employees will receive Christmas Eve, the day after Thanksgiving and New Year's Eve Day as paid Holiday's.

In the event a holiday falls on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on a Sunday, it shall be observed the following Monday. If July 3rd and 4th fall on a weekend, the holiday dates shall be observed as determined by the Superintendent of Schools.

PAID FLOATERS:

Employees shall receive two (2) floating holidays to be taken as scheduled by their immediate Supervisor.

POST-EMPLOYMENT BENEFIT OPTIONS:

Employees who retire or are disabled and are participating in the health insurance benefit offered may elect to continue participation at their own expense. Upon death of the employee the employee's surviving spouse or legal dependent(s) if covered by the health insurance plan at the time of employees death may elect to participate at 100% their own expense.

STIPEND:

Employees employed on March 31, 2021 shall receive a stipend of \$500.

School Board approved 03/16/2020

Independent School District #361

1515 11th Street, International Falls, MN 56649-2501 www.isd361.k12.mn.us

BOARD OF EDUCATION: Ted Saxton, Chairperson • Michelle Hebner, Vice-Chairperson • Terry Murray, Director
Mike Holden, Treasurer • Jennifer Windels, Clerk • Toni Korpi, Director • Roxanne Skogstad-Ditsch, Director

August 13, 2020

TO: School Board

FROM: Stacy Grover, Business Manager

SUBJECT: Meal Price Increases for School Year 2019-2020

School Board Members,

Per the USDA Paid Lunch Equity requirements we are required to increase our school lunch prices by .05 cents for the school year 2020-2021.

As we are not required to increase the price for breakfast to students we recommend holding our breakfast meal prices at the current rate for the 2020-2021 school year.

Attached for your review is the meal pricing schedule being recommended.

Thank you.

Cc: Karla Olson-Line, Food Service Director
Michelle Hopkins, Food Service Coordinator

Kevin Grover, Superintendent	V-218-283-2571 x112	F-218-283-8104	kgrover@isd361.k12.mn.us
Tim Everson, FHS Principal	V-218-283-2571 x104	F-218-283-2384	teverson@isd361.k12.mn.us
Marc Glowack, Dean of Students	V-218-283-2571 x110	F-218-283-8104	mglowack@isd361.k12.mn.us
Bill Mason, Activities Director	V-218-283-2571 x138	F-218-283-2384	bmason@isd361.k12.mn.us
Melissa Tate, FES Principal	V-218-283-2571 x232	F-218-283-3135	mtate@isd361.k12.mn.us



**ISD 361 Meal Pricing
School Year 2020 - 2021**

			Full Paid Meals		Free and Reduced Meals	
	Grade Level	Meal Type	1st Qty	2nd Qty	1st Qty	2nd Qty
Student Pricing:	PreSchool:	Breakfast	\$ 2.00	\$ 2.10	\$ -	\$ 2.10
		Lunch	\$ 2.55	\$ 2.65	\$ -	\$ 2.65
	Kindergarten:	Breakfast	\$ -	\$ 2.10	\$ -	\$ 2.10
		Lunch	\$ 2.55	\$ 2.65	\$ -	\$ 2.65
	1st - 5th:	Breakfast	\$ 2.00	\$ 2.10		\$ 2.10
		Lunch	\$ 2.55	\$ 2.65	\$ -	\$ 2.65
	6th:	Breakfast	\$ 2.10	\$ 2.35	\$ -	\$ 2.35
		Lunch	\$ 2.65	\$ 2.90	\$ -	\$ 2.90
	7th-12th:	Breakfast	\$ 2.10	\$ 2.35	\$ -	\$ 2.35
		Lunch	\$ 2.65	\$ 2.90	\$ -	\$ 2.90

		Meal Type	1st Qty	2nd Qty
Adult and Guest Pricing:	Adults:	Breakfast	\$ 3.35	\$ 3.35
		Lunch	\$ 4.00	\$ 4.00
	Student Visitor:	Breakfast	\$ 3.35	\$ 3.35
		Lunch	\$ 3.60	\$ 3.60

Adopted: _____

Orig. 1995

Revised: _____

Rev. 2020

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

[Note: On May 6, 2020, the U.S. Department of Education, Office for Civil Rights (OCR), released the long-awaited final rule amending Title IX regulations at 34 C.F.R. Part 106. These regulations, which go into effect on August 14, 2020, are the first Title IX regulations applicable to sexual harassment and are applicable to complaints by both school district students and employees. The extensive regulations will require districts to revise their policies and procedures with respect to sexual harassment and ensure that administration and staff are trained on the new requirements.

The final rule requires school districts to provide notice of its nondiscrimination policy and grievance procedures, including how to file or report sexual harassment and how the school district will respond to the following groups: applicants for admission and employment; students; parents or legal guardians; and unions or professional organizations holding agreements with the school district. 34 C.F.R. § 106.8(b). The provisions of this policy generally conform to the requirements of the new regulations].

I. GENERAL STATEMENT OF POLICY

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic

International Falls Public Schools

Independent School District #361

School Board Policy: 522 Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process

boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Kevin Grover – Superintendent, (218)-283-2571 ext 1112
1515 11th Street
International Falls, MN 56649
kgrover@isd361.org

Alternate:

Tim Everson – FHS Principal, (218)-283-2571 ext 1104
1515 11th Street
International Falls, MN 56649
teverson@isd361.org

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- A. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to

International Falls Public Schools

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sexual harassment is clearly unreasonable in light of the known circumstances.

- B. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- C. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
 - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
 - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- D. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- E. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
- F. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- G. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

International Falls Public Schools

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- H. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
 2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
 3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- I. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- J. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.
 2. “Investigator” means a person who investigates a formal complaint. The

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investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

[NOTE: It is recommended that school districts designate a primary Title IX Coordinator and at least one alternate Title IX Coordinator so that the alternate can undertake Title IX Coordinator responsibilities in the event the primary Title IX Coordinator is a party to a complaint, or is otherwise not qualified under this policy to serve in that role in a particular case.]

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent

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has been found responsible.

3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or

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respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard

(i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

[NOTE: The Title IX regulations require reasonably prompt timeframes for conclusion of the grievance process, but do not specify any particular timeframes. The time periods below are suggested. School districts may establish their own district-specific timeline, although it is recommended that legal counsel be consulted before adjusting time periods.]

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility:

counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

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- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
 5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
 6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans

with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an information resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;
 - 2. Did not occur in the school district's education program or activity; or
 - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
 - 1. The complainant informs the Title IX Coordinator in writing that the

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- complainant desires to withdraw the formal complaint or allegations therein;
2. The respondent is no longer enrolled or employed by the school district; or
 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

[NOTE: For example, school districts are reminded of the obligation under Minn. Stat. § 122A.20, subd. 2, to make a mandatory report to PELSB concerning any teacher who resigns during the course of an investigation of misconduct.]

IX. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any

inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
 - 1. Identification of the allegations potentially constituting sexual harassment;
 - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - 3. Findings of fact supporting the determination;

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4. Conclusions regarding the application of the school district's code of conduct to the facts;
 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the

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matter.

- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

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XIII. TRAINING

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the school district's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
 - 1. The name or title, office address, electronic mail address, and telephone

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number of the Title IX Coordinator;

2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

[NOTE: School districts should consider amending their respective retention schedules to reflect the recordkeeping requirements discussed below].

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
 3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:

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1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
2. Any appeal and the result therefrom;
3. Any informal resolution and the result therefrom; and
4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

INTERNATIONAL FALLS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 0361

UNLAWFUL SEX DISCRIMINATION TOWARD A STUDENT

General Statement of Policy Prohibiting Unlawful Sex Discrimination Toward a Student

Independent School District No. 0361 maintains a firm policy prohibiting all forms of unlawful sex discrimination. All students are to be treated with respect and dignity. Unlawful sex discrimination by any teacher, administrator or other school personnel will not be tolerated under any circumstances.

Complainant: _____

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

Date of Alleged Incident(s): _____

Name of person you believe unlawfully discriminated toward you or a student on the basis of sex: _____

If the alleged unlawful sex discrimination was toward another person, identify that person: _____

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

Where and when did the incident(s) occur: _____

List any witnesses that were present: _____

This complaint is filed based on my honest belief that _____ has unlawfully discriminated against me or a student on the basis of sex. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

(Complainant Signature)

(Date)

Received by: _____

INTERNATIONAL FALLS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #361

Board Policy: 422 -Policies Incorporated by Reference

Adopted: By Reference

Revised: 08/17/2020

PURPOSE:

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. In order to avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies which also apply to employees:

Model Policy 102	Equal Educational Opportunity
Model Policy 103	Complaints – Students, Employees, Parents, Other Persons
Model Policy 206	Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations
Model Policy 211	Criminal or Civil Action Against School District, School Board Member, Employee, or Student
Model Policy 305	Policy Implementation
Model Policy 505	Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees
Model Policy 507	Corporal Punishment
Model Policy 510	Student Activities
Model Policy 511	Student Fundraising
Model Policy 517	Student Recruiting
Model Policy 518	DNR-DNI Orders
Model Policy 519	Interviews of Students by Outside Agencies
Model Policy 522	Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process Policy
Model Policy 524	Internet Acceptable Use and Safety Policy
Model Policy 525	Violence Prevention
Model Policy 535	Service Animals in Schools
Model Policy 610	Field Trips
Model Policy 710	Extracurricular Transportation
Model Policy 711	Video Recording on School Buses
Model Policy 712	Video Surveillance Other Than on Buses
Model Policy 802	Disposition of Obsolete Equipment and Material

Employees are charged with notice that the above cited policies are also applicable to employees; however, employees are also on notice that the provisions of the various policies speak for themselves and may be applicable although not specifically listed above.

Legal References:
Cross References:

RESOLUTION FOR ACCEPTANCE OF GIFTS AND DONATIONS

Whereas, School Board Policy 706 establishes the guidelines for the acceptance of gifts or donations to the District;

Whereas, the International Falls School District Board encourages the support of the District’s educational programs through gifts or donations that meet the goals and objectives of the School District;

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;

Therefore, be it resolved, the School Board of International Falls Public Schools, ISD #361, accepts with appreciation the following gifts, donations or grants received by the School District:

District donations received:

Touch Pro Cart

From:

The Nevanen Family	\$3000.00
In Memory of Larry Roche	\$3000.00
Ardel Hendrickson	\$1500.00
Kathi Hendrickson	\$1500.00

Larry Ross Shadow Box Project

From Dean Blais \$200.00

Falls Elementary School

From Wells Fargo (Your Cause) \$70.00

Motion by _____, seconded by _____, to accept the gifts and donations.

The following voted in favor:

Voting against:

Whereupon, the resolution was declared adopted.

Member _____ introduced the following resolution and moved its adoption:

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

BE IT RESOLVED by the School Board of Independent School District No. 361, State of Minnesota, as follows:

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

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

2. The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 3rd day of November 2020.

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

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

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

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

the official ballot. The sample ballot for a polling place must reflect the offices, candidates, and rotation sequence on the ballots used in that polling place.

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

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

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

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

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

SCHOOL DISTRICT BALLOT

INDEPENDENT SCHOOL DISTRICT NO. 361 INTERNATIONAL FALLS GENERAL ELECTION NOVEMBER 3, 2020

INSTRUCTIONS TO VOTERS

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

SCHOOL BOARD MEMBER
VOTE FOR UP TO FOUR

- Candidate S
- Candidate T
- Candidate U
- Candidate V
- _____
write-in, if any

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

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

8. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

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

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

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon vote being taken thereon, the following voted in favor thereof:

And the following voted against:

Whereupon said resolution was declared duly passed and adopted.

2020 – 2021 School Re-Opening outline

1) Preschool will run in person on a hybrid basis with students attending daily. There will not be a distance learning model for preschool if families choose not to attend. Preschool will have 3 teachers, 3 paraprofessionals, and 6 rooms. Teachers will do the instruction and the paraprofessional will aid in reinforcing concepts and activities. In the event we need to move to distance learning, these programs would be paused and fees would be prorated. Staff would be assigned elsewhere if we need to move to distance learning. Preschool will be housed at Falls High School. Childcare for school age children of tier I essential workers will be provided at FES for families that need this service during the school day.

2) K-5 would run in a hybrid model attending in person daily at FES. We will be adding staff in some of the grades to reduce class numbers and meet hybrid occupancy numbers. Tentative numbers look like classes would have approximately 11 - 14 students and most teachers would have a couple more students solely on distance learning. K-2 will have an iPad for each student (no sharing) that would stay in the classroom. Grades 3-5 will have a Chromebook for each student (no sharing) that will stay in the classroom. The devices may go home if we have to change to distance learning. To meet occupancy requirements, some staff will be changing rooms and a lot of supplemental supplies, furniture, and equipment will not be able to be housed in your rooms at this time. An additional custodian will be on duty to help with cleaning along with getting help from teachers and other available staff. Wednesday will continue to have early release as has been done the last few years.

3) FHS will run on a hybrid model with students attending class as part of group A or B. Group A would attend in person on Monday and Tuesday, while Group B attend each class at the corresponding time via Zoom. Thursday and Friday Group B would attend in person and Group A would attend each class at corresponding time via Zoom. Wednesday would be a day for additional planning, additional time to virtually connect with students that need more help, and allow for more in-depth cleaning of each room at the high school. Students would have work assigned for Wednesday, it is not a day off of school. Staff would be expected to be in school on Wednesday where they have reliable internet, technology to use to prepare for classes, and are easily accessible to students and families. Teachers will have 1 class to zoom with to do attendance and have a short discussion to get input with regards to how things are going. All students in grades 6-12 will have a Chromebook or laptop. If cases increase and a decision is made to go to 100% distance learning for grades 6 - 12, it is highly likely that staff would still report as we would be conducting our classes at assigned times and the feeling is the best place to do this from with the equipment needed to teach most effectively would be in your classroom. Movement of teachers to different classrooms at FHS is going to be higher than normal as well to accommodate the plan

All teachers will have a camera and wireless microphone that syncs with the computer to help make the experience of zooming or producing recordings as good of a product as reasonably possible.

Paraprofessionals will have assignments determined August 20th and very realistically could be filling in in areas of need on days that their assignments have down time.

All staff will have a couple cloth masks provided and a face shield (if desired). Hand sanitizer will be available in each room and we are still working on how to release classes as it pertains to each building.

Food service will be producing food for students in the building as well as students that elect to pick up food on days of distance learning. We are looking at having multiple drop off locations in the community as we do not think we can accommodate door to door delivery.

Transportation looks to be workable as a large number of families are willing to transport their child or children to help make this successful.

Technology department is busier than ever trying to meet demands for the classroom along with having devices ready to be deployed.

INTERNATIONAL FALLS PUBLIC SCHOOLS, ISD 361 SCHOOL RE-OPENING RESOLUTION

Adoption of Base Learning Model for the 2020-2021 School Year and Other COVID-19 Related Matters

WHEREAS, Minnesota Statutes Section 123B.09 vests the care, management, and control of independent districts in the school board; and

WHEREAS, the Superintendent of Independent School District 361 [hereinafter the “Superintendent”] is responsible for the management of the schools, the administration of all School District policies, and is directly accountable to the School Board; and

WHEREAS, when responsibilities are not specifically prescribed nor School District policy applicable, the Superintendent shall use personal and professional judgment, subject to review by the School Board, pursuant to School District Policy 302, *Superintendent*;

WHEREAS, on March 13, 2020, Minnesota Governor Tim Walz issued Emergency Executive Order 20-01, which declared a peacetime emergency in Minnesota in response to the COVID-19 pandemic; and

WHEREAS, on July 30, 2020, Minnesota Governor Tim Walz issued Emergency Executive Order 20-82 and the Safe Learning Plan for 2020-2021 (the “Safe Learning Plan”), which set forth five Learning Models (in-person learning for all, in-person learning for elementary students and hybrid learning for secondary students, hybrid learning for all students, hybrid learning for elementary students and distance learning for secondary students, and distance learning) and authorized all school districts in the State of Minnesota to select and implement an appropriate base Learning Model in accordance with, and subject to, the Safe Learning Plan; and

WHEREAS, the Minnesota Department of Education (“MDE”) has issued and may continue to issue written guidance for Minnesota schools on educational issues related to COVID-19; and

WHEREAS, the Minnesota Department of Health (“MDH”) has issued and may continue to issue written guidance for Minnesota schools on public health issues related to COVID-19; and

WHEREAS, the Superintendent and the administration of the School District have conferred with the School Board regarding the available Learning Models, the current MDE and MDH requirements for each, and other relevant information; and

WHEREAS, based upon the collective consideration of these factors, the Superintendent has recommended to the School Board that students in Preschool through grade 5 will attend school daily in a hybrid model and students in grades 6-12 will attend school in person in a hybrid model two (2) days per week. The students will be broken into two groups (Group A & B) in which Group A attend classes at FHS on Monday and Tuesday while Group B will attend classes via Zoom during the assigned class periods. On Thursday and Friday, Group B will attend classes in person at FHS while Group A will attend classes via Zoom during the assigned class periods. Grades 6-12 will check in to an assigned period on Wednesday via Zoom at a given time for attendance and school update, while the rest of the day they will have to complete work assigned for that day. All students Kindergarten through grade 12 will have the option to attend classes 100% via distance learning. This will be the base Learning Model to be implemented at the commencement of the 2020-2021 school year.

NOW, THEREFORE, BE IT RESOLVED, by the School Board of Independent School District No. 361 as follows:

Section 1: The Superintendent is hereby directed to implement the following base Learning Model to open the 2020-2021 school year: Students in Preschool through grade 5 will attend school daily in a hybrid model and students in grades 6-12 will attend school in person in a hybrid model two (2) days per week. The students will be broken into two groups (Group A & B) in which Group A attend classes at FHS on Monday and Tuesday while Group B will attend classes via Zoom during the assigned class periods. On Thursday and Friday, Group B will attend classes in person at FHS while Group A will attend classes via Zoom during the assigned class periods. Grades 6-12 will check in to an assigned period on Wednesday via Zoom at a given time for attendance and school update, while the rest of the day they will have to complete work assigned for that day. All students Kindergarten through grade 12 will have the option to attend classes 100% via distance learning.

Section 2: The Superintendent is directed to implement the Safe School Reopening Plan that is being developed in conjunction with ISD 361 administration, staff, and IEA.

Section 3: The Superintendent is hereby authorized, after consultation with the School Board Chair and notification to the School Board, to select and implement a different Learning Model for the School District or any specific school buildings without School Board action if the Superintendent reasonably believes that prompt implementation of a different Learning Model is necessary, and that constraints of time and public health considerations render it impractical to hold a School Board meeting to approve the implementation. The Learning Model selected and implemented by the Superintendent shall continue in effect unless and until the School Board, in consultation with the Superintendent and appropriate school district staff and public health officials, deems it in the best interest of the School District and its students to implement a different Learning Model.

Section 4: The Superintendent will provide regular updates to the School Board regarding the School District's efforts to implement COVID-19 related educational and public health guidance issued by the MDE and the MDH, respectively.

Adopted this _____ day of _____, 2020.

Roll Call Vote

School Board Chair

School Board Clerk