

Regular School Board Meeting

Monday, August 16, 2021 5:00 PM

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

Topic: August Regular School Board Meeting

**Time: Aug 16, 2021 05:00 PM Central Time (US and
Canada)**

Join Zoom Meeting

**[https://isd361.zoom.us/j/89699604305?pwd=ZlRvcEls
WGtyVFo3UmxxcUxXQjFtQT09](https://isd361.zoom.us/j/89699604305?pwd=ZlRvcElsWGtyVFo3UmxxcUxXQjFtQT09)**

Meeting ID: 896 9960 4305

Passcode: 423974

One tap mobile

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Meeting ID: 896 9960 4305

Passcode: 423974

Find your local number:

<https://isd361.zoom.us/u/kcecFwQVgE>

CALL TO ORDER

1. Roll Call:

___ Toni Korpi

___ Emily McGonigle

___ Bruce Raboin

___ Ted Saxton

___ Roxanne Skogstad-Ditsch

JoAnn Smith

___ Jennifer Windels

___ Kevin Grover

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

a. Mike Pelland

Consent Agenda

1. Approve past meeting minutes for the regular school board meeting on July 19, 2021 and special school board meeting minutes of August 3, 2021.
2. Approve current accounts payable due in the amount of \$286,024.17.
3. Approve payroll in the amount of \$73,761.31 for pay periods July 30th, and August 18th.
4. Appoint Marc Glowack as Section 504 Officer for Grades 6-12, and appoint Melissa Tate as alternate Section 504 Office for Grades 6-12.
5. Accept resignation of Michelle McDonald as Head Girls Hockey Coach for the 2021-2022 season.
6. Accept resignation of Alexis Graves, Paraprofessional, effective immediately.
7. Approve hire of Amis MacKenzie as Assistant Girls Basketball Coach for the 2021 - 2022 season. This position is hired contingent upon the activity season being held during the 2021-2022 school year. Payment of wages may be prorated based upon whether the season is cut short due to COVID.
8. Approve hire of Erin Hall as Head Girls Hockey Coach for the 2021 - 2022 season. This position is hired contingent upon the activity season being held during the 2021-2022 school year. Payment of wages may be prorated based upon whether the season is cut short due to COVID.
9. Approve hire of Rebecca Nelson as Speech Language Pathologist at a 1.0 FTE for the 2021 - 2022 school year.
10. Appoint Melissa Tate as Section 504 Officer for Grades K-5, and appoint Marc Glowack as alternate Section 504 Office for Grades K-5.
11. Appoint Kevin Grover as Title IX Officer (District Wide), and appoint Tim Everson as alternate Title IX Officer (District Wide).
12. Appoint Tim Everson as Human Rights Officer, and Melissa Tate as alternate Human Rights Officer.
13. Approve FHS Student handbook for the 2021-2022 school year.
14. Approve annual notice of compliance for academic vocational programs of non-discrimination per attached.
15. Renew prime vendor contract with to US Food Service, Grand Forks, for the 2020-2021 school year. Year 4 of contract agreement.
16. Approve agreement with McDowell Agency for background check services.
17. First Reading of School Board Policy 534 - Unpaid Meal Charges.
18. Approve meal prices for students and adults for the 2021 - 2022 school year.
19. Approve Preschool Class Rates for the 2021 - 2022 school year.

Action Items

1. Resolution Acceptance of Gifts and Donations. Motion by __, second by __. Motion carried / failed.
2. Accept resignation of Steve Windels as Assistant Girls Basketball Coach for the 2021-2022 season. Motion by __, second by ____. Motion Carried / Failed. *Jennifer Windels to abstain from voting.*
3. Approve collective bargaining agreement with L4798 Education Minnesota Educational Support Paraprofessionals for July 1, 2021 to June 30, 2023.
4. Approve changing November 1, 2021 to a teacher in service day and the revised school year 2021-2022 calendar. Motion by ____, second by ____. Motion carried / failed.
5. Adopt Resolution of Health and Safety Measures for the 2021 - 2022 School Year. Motion by __, second by ____. Roll Call Vote. Motion carried / failed.

Committee and 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

Closed Session

The meeting will be closed as permitted by Minnesota Statutes, section 13D.03 to discuss the Districts labor negotiation strategy related to negotiations with L4798, L510 and L331, and to conduct performance review of Superintendent, Kevin Grover. Motion by ____, second by ____. Motion carried / Failed

Reopen

Adjournment

SPECIAL MEETING MINUTES
SPECIAL MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
Tuesday, August 3, 2021 at 5:30 p.m.
Meeting Held Via Zoom Meeting and in FHS Library

Call to Order

Toni Korpi: Present
Emily McGonigle: Present
Bruce Raboin: Present
Ted Saxton: Present
Roxanne Skogstad-Ditsch: Present
Joann Smith: Present
Jennifer Windels: Present

Present: 7.

~~2. Emily McGonigle will attend meeting remotely via Zoom from 1880 Highway 11 E, International Falls MN 56649.~~ Emily McGonigle attended in person.

Approval of Agenda

1. Approve agenda as presented. Motion by Roxanne Skogstad-Ditsch, then second by Jennifer Windels.
Motion Carried.

Toni Korpi: Yea, Emily McGonigle: Yea, Bruce Raboin: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 7, Nay: 0

Discussion

1. Discussion of plan for 2021-2022 opening of school.
 - a. Superintendent Grover reviewed masking options, employee survey results, MSBA information, CDC recommendations. Discussion included legal implications, reporting of exposure, and bussing. Need to plan for start of school, but need to know direction of Board for mask requirements.

Action Item

1. Require all students (K-12) and staff without medical exemptions to wear a mask while in District buildings with exception to lunch/snack time. Staff would be allowed to remove mask when other people are not present in their assigned area. Motion by Roxanne Skogstad-Ditsch, then second by Toni Korpi. Motion Carried.

Toni Korpi: Yea, Emily McGonigle: Yea, Bruce Raboin: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 7, Nay: 0

Adjournment

1. Motion by Jennifer Windels, then second by Toni Korpi to adjourn at 6:12 pm. Motion Carried.
Toni Korpi: Yea, Emily McGonigle: Yea, Bruce Raboin: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 7, Nay: 0

Approved Minutes:

District Clerk

Date

Board Chair

Date

REGULAR MEETING MINUTES
REGULAR MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
Monday, July 19, 2021 at 5:00 p.m.
Meeting Held Via Zoom Meeting and in FES Library

CALL TO ORDER

Toni Korpi:	Absent
Emily McGonigle:	Absent
Bruce Raboin:	Present
Ted Saxton:	Present
Roxanne Skogstad-Ditsch:	Present
Joann Smith:	Present
Jennifer Windels:	Present

Present: 5, Absent: 2.

2. Pledge of Allegiance

Approval of Agenda

1. Approve agenda as presented with additions of item 15 & 16. Motion by Roxanne Skogstad-Ditsch, then second by Bruce Raboin. Motion Carried.

Toni Korpi: Absent, Emily McGonigle: Absent, Bruce Raboin: Yea, Ted Saxton: Yea,
Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

Open Forum

1. Public Open Forum
 - a. Jessica Crosby

Consent Agenda

Motion by Roxanne Skogstad-Ditsch, then second by Joann Smith to approve consent agenda. Motion Carried.

Toni Korpi: Absent, Emily McGonigle: Absent, Bruce Raboin: Yea, Ted Saxton: Yea,
Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

1. Approve past meeting minutes for the regular school board meeting on June 21, 2021 and June 28, 2021
2. Approve current accounts payable due in the amount of \$935,830.
3. Approve payroll in the amount of \$497,435.97 for pay periods June 30th, July 2nd, and July 16th.
4. Accept resignation from Dan Zika, Assistant Boy's Track coach.
5. Approve FES Student Handbook for school year 2021-2022.
6. Receive FHS Student handbook for approval at the August 16th board meeting.
7. Approve Joint Powers Agreement between the City of International Falls and ISD 361 for a Joint Recreation Commission for the period of July 1, 2021 through September 30, 2021 to allow time for the two entities to review and propose updates to the Agreement.
8. Approve Athletic Director Services Agreement with the Recreation Commission for July 1, 2021 to June 30, 2022 in amount of \$20,078.42.
9. Second reading of School Board Policy #730 - Delinquent Meal Bad Debt.

REGULAR MEETING MINUTES
REGULAR MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
Monday, July 19, 2021 at 5:00 p.m.
Meeting Held Via Zoom Meeting and in FES Library

10. Approve the Allocation of Unpaid Meal Debt Donation Procedure.
11. Approve food service account write off in amount of \$462 as of 6/30/2021.
12. Approve non financial agreement with Koochiching County Public Health and Human Resources for collaboration of services to students and families.
13. Approve PSEO and PSEO Concurrent Enrollment agreement with Mesabi Range College for the 2021-2022 school year.
14. Approve update to the At Will Employee Schedule effective July 1, 2021.
15. Approve PSEO contract with Rainy River Community College for the 2021-2022 school year.
16. Accept resignation from Kevin Erickson as Assistant Girls Hockey coach for the 2021-2022 season.

Action Items

1. Resolution Acceptance of Gifts and Donations. Motion by Jennifer Windels, then second by Joann Smith. Motion Carried.
Toni Korpi: Absent, Emily McGonigle: Absent, Bruce Raboin: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2
2. Resolution Adopting The School Districts FY2022-2023 Long Term Facilities Maintenance Ten Year Plan. Motion by Jennifer Windels, then second by Joann Smith. Motion Carried.
Toni Korpi: Absent, Emily McGonigle: Absent, Bruce Raboin: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2
3. Approve non-renewal of Jessica Crosby, Football Cheerleader Advisor, for the upcoming 2021-2022 Football Cheerleading season.
Motion by Roxanne Skogstad-Ditsch, then second by Jennifer Windels. Motion Carried.
Toni Korpi: Absent, Emily McGonigle: Absent, Bruce Raboin: Nay, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 4, Nay: 1, Absent: 2
Bruce Raboin: Nay

Committee and Administrative Reports

1. Melissa Tate, Elementary Principal: Summer school update, hosting Book Fair fundraiser on back to school open house.
2. Tim Everson, Secondary Principal: Enrollment is down 21 from last year at this time; summer school update, and planning for new school year.
3. Kevin Grover, Superintendent: Guidance for upcoming school year will be left more to local School Board to make decisions. Will need to discuss in more detail after final MDE guidance is given soon. Need Superintendent goals for new school year; FES is requesting staff development days will bring formal request in August once dates confirmed. Will only be for FES.
4. Committee Reports:
 - 4.a. Community Education Advisory Board: Kevin provided report summary from Dan: Camp Invention had 44 participants; Football and Hockey Camps are running; Open Skating and Swimming lessons.

REGULAR MEETING MINUTES
REGULAR MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
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4.b. Recreation Commission: Meeting on Wednesday; City Beach has no lifeguards.

Closed Session

The meeting will be closed as permitted by Minnesota Statutes, section 13D.03 to discuss the Districts labor negotiation strategy related to negotiations with L4798, L510 and L331, and to conduct performance review of Superintendent, Kevin Grover.

Motion by Roxanne Skogstad-Ditsch, then second by Jennifer Windels to close meeting at 5:35 pm Motion Carried.

Toni Korpi: Absent, Emily McGonigle: Absent, Bruce Raboin: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

Reopen

1. Board Chair, Ted Saxton presented summary statement of Superintendent's review: "Superintendent Grover managed our district through a pandemic and adapted well to COVID-related issues. This impacted his ability to fully achieve some of his goals. Areas of improvement are communication and being spread too thin. Strengths are being adaptable and flexible, knowledgeable about his role, very knowledgeable about district finance, and community involvement. The board is grateful for Kevin's leadership to the district".

Motion by Roxanne Skogstad-Ditsch, then second by Bruce Raboin to reopen at 6:34 pm.. Motion Carried.

Toni Korpi: Absent, Emily McGonigle: Absent, Bruce Raboin: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

Adjournment

Motion by Jennifer Windels, then second by Roxanne Skogstad-Ditsch to adjourn at 6:37 pm. Motion Carried.

Toni Korpi: Absent, Emily McGonigle: Absent, Bruce Raboin: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 5, Nay: 0, Absent: 2

Approved Minutes:

District Clerk

Date

Board Chair

Date

Payables Summary
August 16, 2021

Check No	Vendor	Check Date	Invoice Number	Invoice Description	PO Number	Amount
201124311	AFSCME Council 65	7/16/2021	20210716ADAFS%	Payroll accrual	0	\$ 692.40
	AFSCME Council 65	7/16/2021	20210716ADAFSL	Payroll accrual	0	\$ 12.00
201124312	ND Child Support Division	7/16/2021	20210716ADCSP1	Child Support	0	\$ 276.93
201124322	ARROWHEAD LIBRARY SYSTEM	7/22/2021	7530	Library Catalog System	6202100000	\$ 625.00
	ARROWHEAD LIBRARY SYSTEM	7/22/2021	7531	July Library Catalog System	6202200000	\$ 625.00
201124323	CRANDALLS SEPTIC PUMPING	7/22/2021	6764	Portable Toilets (Track/Baseball)	0	\$ 200.00
201124324	Forecast5 Analytics	7/22/2021	14587	Forecast5	1102200008	\$ 13,047.50
201124325	KANTOR ELECTRIC INC	7/22/2021	16548	Dive pool chlorinator	8102100218	\$ 100.00
	KANTOR ELECTRIC INC	7/22/2021	16550	Electrical Switch gear Replacement FHS	8102200001	\$ 52,773.00
201124326	NORTHEAST SERVICE COOPERATIVE	7/22/2021	2623	Lead in Water Testing	0	\$ 163.00
201124327	RATWIK ROSZAK & MALONEY PA	7/22/2021	63021	Services	1102100006	\$ 164.50
201124329	Marco Technologies LLC	7/22/2021	INV8938976	Bus Office Copy Per Copy	1102200017	\$ 26.08
	Marco Technologies LLC	7/22/2021	8935690	Guid Office Cost per Copy	7102200000	\$ 4.30
201124330	ND Child Support Division	7/30/2021	20210730ADCSP1	Child Support	0	\$ 276.93
201124331	AUTO-JET MUFFLER CORP	7/30/2021	71729	School Bus Exhaust Parts.	7602200005	\$ 265.88
201124332	FRONTIER	7/30/2021	71621	Monthly Telephone Service	8102200018	\$ 35.92
	FRONTIER	7/30/2021	71621	Monthly Telephone Service	8102200018	\$ 864.20
	FRONTIER	7/30/2021	71621	Monthly Telephone Service	8102200018	\$ 11.75
	FRONTIER	7/30/2021	71621	Monthly Telephone Service	8102200018	\$ 39.03
201124333	GUARDIAN PEST CONTROL INC	7/30/2021	72121	Pest Control Service	8102200019	\$ 64.65
201124334	Marco Technologies LLC	7/30/2021	448439315	FES; Color Copier and FHS; Mailroom Copier	3002200008	\$ 469.07
	Marco Technologies LLC	7/30/2021	448439315	FES; Color Copier and FHS; Mailroom Copier	3002200008	\$ 474.96
201124335	MIDCONTINENT COMMUNICATIONS	7/30/2021	71621	FHS; Fields (Seasonal)	3002200009	\$ 5.39
201124336	MN SCHOOL BOARD ASSN	7/30/2021	27460R6F6D7	MSBA Dues	102200000	\$ 7,389.00
201124337	WATER DEPT	7/30/2021	72021	Water Usage	8102200021	\$ 1,517.69
	WATER DEPT	7/30/2021	72021	Water Usage	8102200021	\$ 798.97
	WATER DEPT	7/30/2021	72021	Water Usage	8102200021	\$ 304.85
	WATER DEPT	7/30/2021	72021	Water Usage	8102200021	\$ 59.94
	WATER DEPT	7/30/2021	72021	Water Usage	8102200021	\$ 1,463.14

Payables Summary
August 16, 2021

Check No	Vendor	Check Date	Invoice Number	Invoice Description	PO Number	Amount
201124338	MN DEPT OF HEALTH	8/3/2021	ISD #361	Monthly Birth Records Request	5002200004	\$ 180.00
201124339	Align Chiropractic & Wellness Center, PLLC	8/6/2021	1053-C01	DOT Physical (N.O)	7602200009	\$ 95.00
	Align Chiropractic & Wellness Center, PLLC	8/6/2021	1197-C01	DOT Physical (K.M)	7602200009	\$ 95.00
201124340	Aviben	8/6/2021	19987	403b Third Party Admin Svc	1102200006	\$ 166.93
201124341	Baldwin, Chad	8/6/2021	80321	Hockey Camp Coach (Reimburse for fees collected)	0	\$ 16,150.00
201124342	Hand2mind	8/6/2021	60327147	Stem Lab	1302200004	\$ 3,359.99
201124343	HAWKINS INC	8/6/2021	4977386	Pool Chemicals	8102200029	\$ 753.88
201124344	LVC Companies Inc	8/6/2021	65623	LVC Annual Fire Extinguisher	8102200020	\$ 84.55
	LVC Companies Inc	8/6/2021	65624	FHS; Annual Fire Extinguisher	8102200020	\$ 362.70
	LVC Companies Inc	8/6/2021	65050	Garage; Annual Fire Extinguisher	8102200020	\$ 335.65
	LVC Companies Inc	8/6/2021	65049	FES; Annual Fire Extinguisher	8102200020	\$ 123.00
201124345	Marsh & McLennan Agency, LLC	8/6/2021	1558462	Cyber Insurance	1102200019	\$ 4,503.44
201124346	MIDCONTINENT COMMUNICATIONS	8/6/2021	72721	ALC Phone & Data	3002200001	\$ 170.81
201124347	MN ENERGY RESOURCES CORP	8/6/2021	72821	Natural Gas Services	8102200031	\$ 67.73
	MN ENERGY RESOURCES CORP	8/6/2021	72821	Natural Gas Services	8102200031	\$ 955.39
	MN ENERGY RESOURCES CORP	8/6/2021	72821	Natural Gas Services	8102200031	\$ 318.46
	MN ENERGY RESOURCES CORP	8/6/2021	73021	Bus Garage; Natural Gas Services	8102200031	\$ 444.19
201124348	ROCHESTER TELECOM SYSTEMS INC	8/6/2021	9342	Long Distance Phone Calls	8102200032	\$ 10.34
	ROCHESTER TELECOM SYSTEMS INC	8/6/2021	9342	Long Distance Phone Calls	8102200032	\$ 10.34
201124349	GOPHER SPORT	8/17/2021	42630	PHY ED. EQUIPMENT-J KOENIG	2402100001	\$ 310.27
201124350	INTERMEDIATE DISTRICT 287	8/17/2021	2100485	FY21 NSO Services	0	\$ 26,394.00
201124351	Marco Technologies LLC	8/17/2021	INV8739216	Bus Office Copy Per Copy	1102100005	\$ 26.58
201124352	MESABI EAST SCHOOLS	8/17/2021	2341	FY21 Gifted and Talented Program	0	\$ 348.72
201124353	SCHOLASTIC	8/17/2021	30848702	FES FEF (Cipriano)	1302100398	\$ 28.89
	SCHOLASTIC	8/17/2021	30721352	FES FEF (Cipriano)	1302100398	\$ 393.82
201124354	AT & T Mobility	8/17/2021	72521	IT Dir. Phone and Bus WI-FI	1102200028	\$ 229.38
	AT & T Mobility	8/17/2021	72521	IT Dir. Phone and Bus WI-FI	1102200028	\$ 49.92
201124355	CITIZENS FOR BACKUS	8/17/2021	80121	ALC Lease Agreement	3002200000	\$ 722.62
201124356	CXTec	8/17/2021	7102560	Supplies	6052200010	\$ 215.64

Payables Summary
August 16, 2021

Check No	Vendor	Check Date	Invoice Number	Invoice Description	PO Number	Amount
201124357	FLEETPRIDE TRUCK & TRAILER PARTS	8/17/2021	78122741	Transpor; Filter Order	7602200008	\$ 405.53
201124358	FRIENDS GARBAGE SERVICE, LLC	8/17/2021	9233522	Garbage Pickups	8102200034	\$ 1,874.34
201124359	FRONTIER	8/17/2021	72521	Monthly Maintenance Agree	8102200018	\$ 284.10
201124360	KANTOR ELECTRIC INC	8/17/2021	16570	Supplies	6052200004	\$ 368.21
	KANTOR ELECTRIC INC	8/17/2021	16589	FHS Switch Gear replacement (LABOR)	8102200003	\$ 17,072.00
	KANTOR ELECTRIC INC	8/17/2021	16586	Pool pump trouble shooting	8102200023	\$ 562.65
201124361	Laugtug PE, LLC, Bruce	8/17/2021	21-10106	Electrical Engineering services FHS	8102200033	\$ 900.00
201124362	MN TELECOMMUNICATIONS	8/17/2021	7601	Monthly Broadband Services	6052200003	\$ 1,512.50
201124363	PERMA BOUND	8/17/2021	1897289-00	FEF- BRENDA H. FHS LIBRARY	3002200016	\$ 298.67
201124364	Pioneer Manufacturing Co	8/17/2021	IN7848	Field paint	8102200016	\$ 615.00
201124365	RAINY LAKE MEDICAL CENTER	8/17/2021	3722	OT/PT & Speech Services	1102200014	\$ 713.10
	RAINY LAKE MEDICAL CENTER	8/17/2021	3722	OT/PT & Speech Services	1102200014	\$ 552.54
201124366	SHANNONS INC	8/17/2021	21453	Pool recirculation line repair	8102200008	\$ 2,246.75
	SHANNONS INC	8/17/2021	21453	Pool recirculation line repair	8102200008	\$ 320.00
201124367	SOUND NORTH	8/17/2021	7782	Envelopes for Back To School Mailing	1102200025	\$ 395.00
201124368	AMERICAN RED CROSS	8/13/2021	22349856	Lifeguard review class	5002200006	\$ 200.00
202100025	Aviben	7/16/2021	20210716ADTSAS	Payroll accrual	0	\$ 280.50
	Aviben	7/16/2021	20210716ADTSEC	Payroll accrual	0	\$ 175.00
	Aviben	7/16/2021	20210716ADTSHC	Payroll accrual	0	\$ 196.00
	Aviben	7/16/2021	20210716ADTSIN	Payroll accrual	0	\$ 60.00
	Aviben	7/16/2021	20210716ADTSSY	Payroll accrual	0	\$ 150.00
	Aviben	7/16/2021	20210716ADTSVA	Payroll accrual	0	\$ 184.32
	Aviben	7/16/2021	20210716AFTSASI	TSA Benefit	0	\$ 192.16
	Aviben	7/16/2021	20210716AFTSECI	TSA Benefit	0	\$ 115.50
	Aviben	7/16/2021	20210716AFTSINI	TSA Benefits	0	\$ 60.00
	Aviben	7/16/2021	20210716AFTSVA	TSA Benefit	0	\$ 192.40
202100026	Empower Retirement	7/16/2021	20210716ADDEFC	Payroll accrual	0	\$ 180.00
	Empower Retirement	7/16/2021	20210716ADDEFC	Payroll accrual	0	\$ 20.00

Payables Summary
August 16, 2021

Check No	Vendor	Check Date	Invoice Number	Invoice Description	PO Number	Amount
	Empower Retirement	7/16/2021	20210716AFHCSP	HCSP	0	\$ 586.18
	Empower Retirement	7/16/2021	20210716AFHCSP	HCSP	0	\$ 13.82
202100027	Internal Revenue Service	7/16/2021	20210716ADFICA	Payroll accrual	0	\$ 3,566.66
	Internal Revenue Service	7/16/2021	20210716ADFICA	Payroll accrual	0	\$ 203.19
	Internal Revenue Service	7/16/2021	20210716ADFICA	Payroll accrual	0	\$ 22.64
	Internal Revenue Service	7/16/2021	20210716ADFTX	Payroll accrual	0	\$ 4,349.95
	Internal Revenue Service	7/16/2021	20210716ADFTX	Payroll accrual	0	\$ 286.95
202100027	Internal Revenue Service	7/16/2021	20210716ADFTX	Payroll accrual	0	\$ -
	Internal Revenue Service	7/16/2021	20210716ADMDC	Payroll accrual	0	\$ 834.12
	Internal Revenue Service	7/16/2021	20210716ADMDC	Payroll accrual	0	\$ 47.51
	Internal Revenue Service	7/16/2021	20210716ADMDC	Payroll accrual	0	\$ 5.30
	Internal Revenue Service	7/16/2021	20210716AFFICA	FICA Benefit	0	\$ 3,566.66
	Internal Revenue Service	7/16/2021	20210716AFFICA	FICA Benefit	0	\$ 203.19
	Internal Revenue Service	7/16/2021	20210716AFFICA	FICA Benefit	0	\$ 22.64
	Internal Revenue Service	7/16/2021	20210716AFMDCI	Medicare Benefit	0	\$ 834.12
	Internal Revenue Service	7/16/2021	20210716AFMDCI	Medicare Benefit	0	\$ 47.51
	Internal Revenue Service	7/16/2021	20210716AFMDCI	Medicare Benefit	0	\$ 5.30
202100028	MINNESOTA REVENUE	7/16/2021	20210716ADSITM	Payroll accrual	0	\$ 2,022.72
	MINNESOTA REVENUE	7/16/2021	20210716ADSITM	Payroll accrual	0	\$ 123.45
	MINNESOTA REVENUE	7/16/2021	20210716ADSITM	Payroll accrual	0	\$ -
202100029	MN Teachers Retirement Association	7/16/2021	20210716ADTRAC	Payroll accrual	0	\$ 1,324.69
	MN Teachers Retirement Association	7/16/2021	20210716ADTRAC	Payroll accrual	0	\$ 161.83
	MN Teachers Retirement Association	7/16/2021	20210716ADTRAC	Payroll accrual	0	\$ 27.39
	MN Teachers Retirement Association	7/16/2021	20210716AFTRAC	TRA Benefit	0	\$ 1,473.07
	MN Teachers Retirement Association	7/16/2021	20210716AFTRAC	TRA Benefit	0	\$ 179.95
	MN Teachers Retirement Association	7/16/2021	20210716AFTRAC	TRA Benefit	0	\$ 30.46
202100030	Public Employees Retirement Association	7/16/2021	20210716ADDCP	Payroll accrual	0	\$ 30.00
	Public Employees Retirement Association	7/16/2021	20210716ADPERA	Payroll accrual	0	\$ 2,704.94
	Public Employees Retirement Association	7/16/2021	20210716ADPERA	Payroll accrual	0	\$ 47.20
	Public Employees Retirement Association	7/16/2021	20210716AFDCP	DCP Benefit	0	\$ 30.00
	Public Employees Retirement Association	7/16/2021	20210716AFPERA	PERA Benefit	0	\$ 3,121.07
	Public Employees Retirement Association	7/16/2021	20210716AFPERA	PERA Benefit	0	\$ 54.46
202100035	DELTA DENTAL	7/15/2021	717922	JULY PREMIUMS 2021	0	\$ 4,511.42

Payables Summary
August 16, 2021

Check No	Vendor	Check Date	Invoice Number	Invoice Description	PO Number	Amount
	DELTA DENTAL	7/15/2021	717922	JULY PREMIUMS 2021	0	\$ 1,940.66
202100036	DELTA DENTAL	7/15/2021	739051	AUGUST PREMIUMS 2021	0	\$ 4,274.60
	DELTA DENTAL	7/15/2021	739051	AUGUST PREMIUMS 2021	0	\$ 1,792.36
202100041	Aviben	7/30/2021	20210730ADTSAS	Payroll accrual	0	\$ 280.48
	Aviben	7/30/2021	20210730ADTSEC	Payroll accrual	0	\$ 175.00
	Aviben	7/30/2021	20210730ADTSHC	Payroll accrual	0	\$ 196.16
	Aviben	7/30/2021	20210730ADTSIN	Payroll accrual	0	\$ 60.00
202100041	Aviben	7/30/2021	20210730ADTSSY	Payroll accrual	0	\$ 150.00
	Aviben	7/30/2021	20210730ADTSVA	Payroll accrual	0	\$ 184.62
	Aviben	7/30/2021	20210730AFTSASI	TSA Benefit	0	\$ 96.16
	Aviben	7/30/2021	20210730AFTSECI	TSA Benefit	0	\$ 115.38
	Aviben	7/30/2021	20210730AFTSIN	TSA Benefits	0	\$ 60.00
	Aviben	7/30/2021	20210730AFTSVA	TSA Benefit	0	\$ 96.15
202100042	Empower Retirement	7/30/2021	20210730ADDEFC	Payroll accrual	0	\$ 450.00
	Empower Retirement	7/30/2021	20210730ADDEFC	Payroll accrual	0	\$ 50.00
	Empower Retirement	7/30/2021	20210730AFHCSP	HCSP	0	\$ 293.08
	Empower Retirement	7/30/2021	20210730AFHCSP	HCSP	0	\$ 6.92
202100043	Internal Revenue Service	7/30/2021	20210730ADFICA	Payroll accrual	0	\$ 3,117.44
	Internal Revenue Service	7/30/2021	20210730ADFICA	Payroll accrual	0	\$ 173.11
	Internal Revenue Service	7/30/2021	20210730ADFTX	Payroll accrual	0	\$ 4,024.65
	Internal Revenue Service	7/30/2021	20210730ADFTX	Payroll accrual	0	\$ 261.32
	Internal Revenue Service	7/30/2021	20210730ADMDC	Payroll accrual	0	\$ 729.09
	Internal Revenue Service	7/30/2021	20210730ADMDC	Payroll accrual	0	\$ 40.48
	Internal Revenue Service	7/30/2021	20210730AFFICA	FICA Benefit	0	\$ 3,117.44
	Internal Revenue Service	7/30/2021	20210730AFFICA	FICA Benefit	0	\$ 173.11
	Internal Revenue Service	7/30/2021	20210730AFMDCI	Medicare Benefit	0	\$ 729.09
	Internal Revenue Service	7/30/2021	20210730AFMDCI	Medicare Benefit	0	\$ 40.48
202100044	MINNESOTA REVENUE	7/30/2021	20210730ADSITM	Payroll accrual	0	\$ 1,832.08
	MINNESOTA REVENUE	7/30/2021	20210730ADSITM	Payroll accrual	0	\$ 109.80
202100045	MN Teachers Retirement Association	7/30/2021	20210730ADTRAC	Payroll accrual	0	\$ 1,220.81
	MN Teachers Retirement Association	7/30/2021	20210730ADTRAC	Payroll accrual	0	\$ 161.83
	MN Teachers Retirement Association	7/30/2021	20210730AFTRAC	TRA Benefit	0	\$ 1,357.54
	MN Teachers Retirement Association	7/30/2021	20210730AFTRAC	TRA Benefit	0	\$ 179.95

Payables Summary
August 16, 2021

Check No	Vendor	Check Date	Invoice Number	Invoice Description	PO Number	Amount
202100046	Public Employees Retirement Association	7/30/2021	20210730ADDCP	Payroll accrual	0	\$ 30.00
	Public Employees Retirement Association	7/30/2021	20210730ADPERA	Payroll accrual	0	\$ 2,313.09
	Public Employees Retirement Association	7/30/2021	20210730ADPERA	Payroll accrual	0	\$ 44.02
	Public Employees Retirement Association	7/30/2021	20210730AFDCP	DCP Benefit	0	\$ 30.00
	Public Employees Retirement Association	7/30/2021	20210730AFPERA	PERA Benefit	0	\$ 2,668.91
	Public Employees Retirement Association	7/30/2021	20210730AFPERA	PERA Benefit	0	\$ 50.80
202100047	First Dakota Indemnity Co	7/29/2021	3637443	Work Comp	1102200020	\$ 48,003.00
202100048-	BMO	8/3/2021	C/C00000	See C/C Report		\$ 5,165.13
202100069						0
212200003	Horne, Jennifer	8/13/2021	ERIN20210726A	7/21/2021 postage	0	\$ 6.45
TOTAL						\$ 286,024.17

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	07/21/2021	7654	SteelEug000	Steele Eugene L	United Truck Body Co, Hermantow	UNITED T000	07/29/2021		Invoiced	A	163.01
	1	P.o. # 7602200007 Jeremy				Gene's C/C00000	08/03/2021	163.01			
	07/16/2021	7653	SteelEug000	Steele Eugene L	Oreilly Auto Parts 39, Internat	O'REILLY000	07/29/2021		Invoiced	A	38.73
	1	Jeremy P.O# 7602200006				Gene's C/C00001	08/03/2021	38.73			
	07/14/2021	7652	SteelEug000	Steele Eugene L	Napa Falls Suply 00229, Interna	NAPA FAL000	07/29/2021		Invoiced	A	73.29
	1	Jeremy P.O.# 7602200003				Gene's C/C00002	08/03/2021	73.29			
											3 transaction(s) for XXXXXXXXXXXX8335. Total Amount ==>> 275.03
XXXXXXXXXXXX7362	07/26/2021	7656			Frontier Comm Corp Web, 8009218	FRONTIER000	07/29/2021		Invoiced	A	185.33
	2	Arena Phone Service			8102200018	Stacy's C/C00000	08/03/2021	185.33			
	07/08/2021	7655			Paul Bunyan Communicat, 2184441	PAUL BUN000	07/29/2021		Invoiced	A	1,200.00
	2	12 Month Contract for 1000Mbps, Midnight-4pm/5			6052200008	Stacy's C/C00001	08/03/2021	1,200.00			
	06/29/2021	7657			Amzn Mktp US 218vh5r10, Amzn.Co	AMAZON B000	07/29/2021		Invoiced	A	864.75
	2	Pigeon Series 7 Book Set : Don't Let the Pigeo			1302200002	Stacy's C/C00003	08/03/2021	39.88			
	3	A Little SPOT of Life Skills 8 Book Box Set (B			1302200002	Stacy's C/C00003	08/03/2021	39.71			
	4	HIHIYO Princess Castle Play Tent for Girls,Lar			1302200002	Stacy's C/C00003	08/03/2021	43.99			
	5	Grumpy Monkey			1302200002	Stacy's C/C00003	08/03/2021	6.97			
	6	Meland Kids Camping Set with Tent 24pcs - Camp			1302200002	Stacy's C/C00003	08/03/2021	29.99			
	7	The Color Monster: A Story About Emotions			1302200002	Stacy's C/C00003	08/03/2021	10.20			
	8	Rissy No Kissies			1302200002	Stacy's C/C00003	08/03/2021	15.46			
	9	A Little SPOT of Empathy: A Story about Unders			1302200002	Stacy's C/C00003	08/03/2021	10.83			
	10	InnoRock Arts and Crafts Supplies for Kids - A			1302200002	Stacy's C/C00003	08/03/2021	65.88			
	11	A Little SPOT Takes Action! 8 Book Box Set (Bo			1302200002	Stacy's C/C00003	08/03/2021	43.20			
	12	Don't Hug Doug: (He Doesn't Like It)			1302200002	Stacy's C/C00003	08/03/2021	14.64			
	13	Breathe Like a Bear: 30 Mindful Moments for Ki			1302200002	Stacy's C/C00003	08/03/2021	9.16			
	14	Osmo - Creative Starter Kit for iPad - 3 Educa			1302200002	Stacy's C/C00003	08/03/2021	171.06			
	15	The Boy with Big, Big Feelings (The Big, Big)			1302200002	Stacy's C/C00003	08/03/2021	13.49			
	16	Osmo - Coding Starter Kit for iPad - 3 Educati			1302200002	Stacy's C/C00003	08/03/2021	299.97			
	17	1405 Pcs Art and Craft Supplies for Kids, Todd			1302200002	Stacy's C/C00003	08/03/2021	131.96			
	18	Discount				Stacy's C/C00002	08/03/2021	-81.64			
											3 transaction(s) for XXXXXXXXXXXX7362. Total Amount ==>> 2,250.08
XXXXXXXXXXXX5747	07/09/2021	7650	GROVEKEV000	Grover Kevin K	Minnesota School Board, Saint P	AMAZON B000	07/29/2021		Invoiced	A	210.00
	1				Kevin's C/C00000	08/03/2021		210.00			
	07/09/2021	7651	GROVEKEV000	Grover Kevin K	Minnesota School Board, Saint P	AMAZON B000	07/29/2021		Invoiced	A	125.00
	1				Kevin's C/C00000	08/03/2021		125.00			
											2 transaction(s) for XXXXXXXXXXXX5747. Total Amount ==>> 335.00

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			
XXXXXXXXXXXX3600	07/06/2021	7649	HUMBELAU002	Humbert Laurie A	Dominos 7380, 218-324-0367, MN,	DOMINO'S000	07/29/2021		Invoiced	A	9.99
	1	Pizza for Preschool			Laurie's C/C00000	08/03/2021		9.99			
XXXXXXXXXXXX2606	07/20/2021	7663	HOLT THO000	Holt Thomas T	Department Of Labor An, 651-284	MN DEPT 000	07/29/2021		Invoiced	A	50.00
	1	JoDee Lindvall's Boiler license test fee			Tom's C/C00000	08/03/2021		50.00			
	07/19/2021	7662	HOLT THO000	Holt Thomas T	Amzn Mktp US 2e18071x2, Amzn.Co	AMAZON B000	07/29/2021		Invoiced	A	59.85
	2	Professional Desk Calendar 2021-2022: Large Mo			7602200002	Tom's C/C00001	08/03/2021		59.85		
	07/15/2021	7660	HOLT THO000	Holt Thomas T	Department Of Labor An, 651-284	MN DEPT 000	07/29/2021		Invoiced	A	50.00
	1	Tom Holt Boilers test Fee			Tom's C/C00000	08/03/2021		50.00			
	07/15/2021	7661	HOLT THO000	Holt Thomas T	Department Of Labor An, 651-284	MN DEPT 000	07/29/2021		Invoiced	A	50.00
	1	Jeff Trask's Boiler license test fee			Tom's C/C00000	08/03/2021		50.00			
	07/13/2021	7659	HOLT THO000	Holt Thomas T	Dalco Enterprises, 6512516657,	DALCO 000	07/29/2021		Invoiced	A	503.32
	2	DAL DAL3858X3B BLACK 100CA38X58 1.5M ROLL CAN			7602200001	Tom's C/C00002	08/03/2021		205.40		
	3	FP EA36CM ECO AIR REFILL 6X6CACUCUMBER MELON P			7602200001	Tom's C/C00002	08/03/2021		194.10		
	4	DAL DAL2432XB BLACK 500CA24X32 1M ROLL CAN LIN			7602200001	Tom's C/C00002	08/03/2021		103.82		
	07/09/2021	7658	HOLT THO000	Holt Thomas T	Oreilly Auto Parts 39, Internat	O'REILLY000	07/29/2021		Invoiced	A	166.94
	2	Belts for FES air handlers			8102200006	Tom's C/C00003	08/03/2021		166.94		
									6 transaction(s) for XXXXXXXXXXXX2606. Total Amount ==>		880.11
XXXXXXXXXXXX8806	07/26/2021	7675	GROVESTA000	Grover Stacy M	Assoc For Middle Level, 6148954		07/29/2021		Invoiced	A	249.99
	1	L.West PDT			FES Travel C/C00000	08/03/2021		249.99			
XXXXXXXXXXXX8863	07/12/2021	7666	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2021		Invoiced	A	53.55
	2	FHS Blanket p.o. for Menards			8102200007	FHS Cust C/C00000	08/03/2021		53.55		
	07/05/2021	7664	HOLT THO000	Holt Thomas T	Oreilly Auto Parts 39, Internat	O'REILLY000	07/29/2021		Invoiced	A	9.99
	2	FHS Blanket p.o. for Menards			8102200007	FHS Cust C/C00001	08/03/2021		9.99		
	07/05/2021	7665	HOLT THO000	Holt Thomas T	Shell Oil 12794875000, Internat		07/29/2021		Invoiced	A	47.01
	1	Fuel for small motors			FHS Cust C/C00002	08/03/2021		47.01			
	06/29/2021	7667	HOLT THO000	Holt Thomas T	Oreilly Auto Parts 39, Internat	O'REILLY000	07/29/2021		Invoiced	A	355.31
	2	16 belts for air handlers			8102100215	FHS Cust C/C00003	08/03/2021		355.31		
									4 transaction(s) for XXXXXXXXXXXX8863. Total Amount ==>		465.86
XXXXXXXXXXXX7691	07/26/2021	7672	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2021		Invoiced	A	44.75
	1	Misc. doors and window weather striping			FES Cust C/C00000	08/03/2021		44.75			
	07/26/2021	7673	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2021		Invoiced	A	10.84
	1	Mouse traps			FES Cust C/C00000	08/03/2021		10.84			
	07/22/2021	7671	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2021		Invoiced	A	64.35
	1	Hornet spray, laundry detergent, batteries, sc			FES Cust C/C00000	08/03/2021		64.35			

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	continued...										
	07/20/2021	7670	HOLT THO000 Holt Thomas T		Northern Lumber Yard I, Intl Fa	NORTHERN005	07/29/2021		Invoiced	A	192.40
		2	Paint for rooms FES		8102200012	FES Cust C/C00001	08/03/2021	192.40			
	07/19/2021	7669	HOLT THO000 Holt Thomas T		Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2021		Invoiced	A	12.00
		2	Paint and supplies Menards Blanket		8102200015	FES Cust C/C00002	08/03/2021	12.00			
	07/14/2021	7668	HOLT THO000 Holt Thomas T		Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2021		Invoiced	A	35.73
		1	Laundry supplies, scrapper and blades			FES Cust C/C00000	08/03/2021	35.73			
											6 transaction(s) for XXXXXXXXXXXX7691. Total Amount ==>
											360.07
XXXXXXXXXXXX8122	07/23/2021	7674	MCGONDAN000 McGonigle Daniel		Minnesota Community Ed, 6512570		07/29/2021		Invoiced	A	339.00
		2	Community Ed. Annual Meeting		5002200002	Dan's C/C00000	08/03/2021	339.00			
											27 transaction(s). Total Amount ==>
											5,165.13

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

MA-7 at 1.00 FTE – Speech Language Pathologist

TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOL DISTRICTS

The School Board of Independent School District No. 361 of the State of Minnesota, International Falls, Minnesota, enters into this Contract, pursuant to M.S. 122A.40, as amended, with Rebecca Nelson, a legally qualified licensed teacher who agrees to teach in the public schools of said District as Speech Language Pathologist for the school year 2021 to 2022.

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

1. **Basic Services:** Said teacher shall faithfully perform the services prescribed by the School Board, or its designated representative(s), whether or not such services are specifically described in this Contract, abide by the rules and regulations as established by the School Board and the State of Minnesota, and any additions or amendments thereto, for the annual salary indicated below, and agrees to teach for the School District as assigned in such grades or subjects for which the teacher has the necessary license.
2. **Duration:** This Contract is subject to the provisions of M.S. 122A.40, as amended, and to all laws, rules, and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination, and discharge of teachers for cause. Thereafter, this Contract shall remain in full force and effect except if modified by mutual consent of the School Board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S. 122A.40.
3. **Duty Year:** The teacher's duty year and vacation days shall be as adopted by the School Board, and the teacher agrees to teach on those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the School Board.
4. **Additional Services:** The School Board, or its designated representative(s), may assign the teacher to extra-curricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extra-curricular, co-curricular, or other assignments may be described in paragraph 6. of this Contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The School Board, or its designated representative(s), may make any additions or amendments during the duty year as shall be necessary. Said extra-curricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's continuing contract rights unless the words, "continuing contract," are recorded immediately following the assignment.
5. **Reference:** This Contract shall be subject to the agreement between the School District and the exclusive representative, if any, and the provisions of the Public Employment Labor Relations Act, as amended.
6. **Special Provisions:** [*insert any other contractual provisions*].

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

Additional Service	Additional Compensation
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

7. In consideration thereof, the School Board agrees to pay said teacher the following annual salary:
 \$ 63,178.00 For basic services*
 \$ _____ For additional services as set forth in paragraph 6.
 \$ 63,178.00 Total salary, exclusive of fringe benefits

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

IN WITNESS WHEREOF, I have subscribed my signature this _____ day of _____, 20____.

Rebecca Nelson
Teacher

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

School Board Chair

School Board Clerk

*FALLS HIGH SCHOOL
STUDENT HANDBOOK
2021-2022*



INDEX

Absences	7	Intimacy.....	12
Academic Excellence Award	19	Leaving School Grounds.....	15
Activities	19	Lock Down Drills	14
Alcohol & Drugs	10	Lockers.....	14
Annual Staff	20	Lunch Detention.....	8
Assault.....	9	MCA Refusal to Participate.....	23
Assemblies	15	MCA Refusal to Part. Form.....	24
Attendance.....	7	Media Center.....	18
Attendance (Extra-Cir.).....	7	Medication.....	18
Background Check	17	MN Honor Society	20
Behavior Contract	13	M.S.H.S.L	20
Books & Fines.....	18	Music.....	20
Bullying and Harassment.....	9	Obscenity	9
Bullying Prohibition Policy.....	30	Officers.....	21
Bus Policy	22	One Act Play.....	20
Cafeteria	15	Open Study Hall.....	13
Canine Detection Services	13	Out of Town Trips.....	14
Cheerleading	20	Parent/Teacher Conferences.....	16
Class Schedule	17	Parking Regulations	14
Closed Noon Hour	15	PBIS.....	8
Daily Announcement.....	16	Pre-Excused Absence.....	8
Dances	16	Preface.....	3
Data Privacy Act	7	Prom	20
Detention.....	8	Physical Education Class.....	18
Directory Information	21	Race/Religious/Sexual Harass	21
Disciplinary Actions.....	12	Removal From Class.....	8
Disciplinary Guidelines.....	9	School Calendar	5
Disorderly Conduct	9	Searches.....	14
Distribution of Lit./Posters.....	17	Speech	20
Distribution of Non-School Material..	39	Student Council.....	17
District Harassment/Violence Policy..	25	Student on School Board.....	16
Dress Code	12	Suspension	8
Dropping Classes	13	Tardy Regulations	8
Early Dismissal Schedule.....	6	Technology/WIFI Use.....	17
Electronic Devices.....	11	Terroristic Threat	11
Emergency Contact.....	16	Testing Plan & Procedures.....	50
Extension List.....	4	Tobacco Violations	10
Fees	18	Transportation Safety Policy.....	42
Fire & Tornado Drills.....	14	Truancy	9
Fundraising.....	17	Unpaid Meal Charges Policy.....	36
Grading System.....	19	Vandalism & Theft.....	10
Grad. Requirements.....	18	Visitors	16
Hall Passes	16	Weapons.....	11
Hazing	16	Weather Policy	22
Health Service	18	Weighted Grades.....	19
Homebound Instruction.....	18	Welcome	3
Honor Policy.....	13		
Honor Roll.....	19		

WELCOME TO FALLS HIGH SCHOOL

The staff at Falls High School is looking forward to making this a successful school year for all of our students. With parents and staff working together, we can assure a quality educational experience.

Part of our mission statement at FHS says that the school has the responsibility to provide broad educational opportunities for all students, and the student has the responsibility to take advantage of these opportunities, and demonstrate this responsibility by taking ownership of his/her own education. Let's work together to make our school the best it can be. Have a great school year!

Superintendent
Kevin Grover

Falls High School Principal
Tim Everson

Dean of Students
Marc Glowack

Counselor
Thane Grewatz

Athletic Director
Bill Mason

Police Liaison
Dane Olson



PREFACE

The purpose of this handbook is to present information needed by the student and his/her parent(s) or legal guardian(s). By working with school staff, the student will be provided with opportunities he/she needs to do well in high school and therefore be more ready for life and future educational opportunities.

This handbook should be kept available for students and parent(s)/guardian(s) to use and for referral when you have questions about rules, regulations, and procedures at Falls High School and Alternative Learning Center at Backus.

An overall rule and operational procedure is to be in the right place, at the right time, doing the best you can of what is expected. When you are uncertain or do not understand a rule/procedure, politely ask questions. If you have questions regarding Falls High School procedures and practices, please feel free to contact an administrator by calling 283-2571.

ISD #361 Phone Extension List / Room Assignment 2021-2022

All Extensions Dial: (218) 283-2571

EXT	NAME	ROOM	EXT	NAME	ROOM	EXT	NAME	ROOM
1107	Anderson, Charlie	FHS 218	1194	Grover, Stacy	FHS 122	1239	Pavleck, Molly	FES 110
1282	Auran, Lisa	FES 106	1123	Hall Monitor	FHS 206A	1130	Pederson, Randi	FES/FHS
1153	Awe, Will	FHS 210	1164	Hammers, Katie	FHS 217	1242	Peterson, Paul	FES 112
1231	Bacon, Leah - NURSE	FHS/FES	1267	Hamilton, Jody	FES 4	1135	Peterson, Sarah	FHS 140
1108	Baron, Mandi	FHS 102	1168	Harnit, Nate	FHS 205	1126	Rolando, Don	FHS 119
1119	Blesi, Mike	FHS 221	1257	Hayward, Laura	FES 100	1152	Rudolph, Jeanna	FHS 209
1172	Boelk, Michelle	FHS 241	1169	Health Room	FHS 226	1120	Sandberg, John	FHS 113
1175	Boiler Room	FHS 141	1100	Heiss, Vicki	FHS Ofc	1234	Schmidt, Kyle	FES Gym
1312	Boyle, Jay	FHS 200	1279	Hemstad, Chris	FHS 107	1273	Schwartz, Angie	FES 2
1146	Boyle, Karli	FHS 203	1230	Hell, Jamie	FES Ofc	1145	Beth Sherman	FHS 202
1103	Bright, Jordan	FES 108B	1185	Holt, Tom	FHS Ofc	1127	Simon, Lisa	FHS 120
1139	CADD Room	FHS 147	1181	Hopkins, Michelle	FHS 156A	1189	Smith, Cory	FHS Equip
1272	Casareto, Jenessa	FES 3	1182	Horne, Jennifer	FHS 122	1176	Slatinski, Bethanne	FHS 118
1122	Casareto, Tony	FHS 115	1275	Humbert, Laurie	FES Ofc	1148	Staples, Sarah	FHS 224
1174	Casareto, Tony	FHS 116	1128	Jaksa, Carol	FHS 121	1151	Stenberg, Casey	FHS 221
1269	Christianson, Ginger	FES 108A	1183	Johnson, Barb	FHS Ofc	1261	Swanson, Elsa	FES 104
1161	Christianson, Rosa	FHS 213	1236	Johnson, Shawn	FES 108	1170	Swanson, Elsa	FHS 229
1234	Christianson, Rosa	FES gym ofc	1254	Katrin, Jill	FES 206	1124	Study Hall	FHS 206A
1147	Com Ed Activity Rm	FHS 204	1266	Kitchen FES	FES Caf	1302	Sullivan, Anne	ALC
1201	Conf Room FES	FES Ofc	1133	Kitchen FHS	FHS 135	1264	Talmage, Julie	FES 107
1001	Conf Room FHS	FHS Ofc	1140	Koenig, Josh	FHS 150A	1232	Tate, Melissa	FES Ofc
1121	Copy Room FHS	FHS 133A	1101	LaVigne, Kristie	FHS 106	1268	Taylor, Jenny	FES 1
1178	Copy Room WEE	FHS 100	1187	Adults w/Disabilities CE	FHS 157	1150	Telepresence Room	FHS 207
1167	Cowman, Maria	FHS222	1160	Library-FHS	FHS LMC	1191	Thompson, Heidi	FHS 101
1265	Custodians FES	FES Cust	1237	Library-FES	FES LMC	1105	Toninato, Josie	FHS Ofc
1134	Custodians FHS	FHS 137	1132	Line, Karla	FHS 130	1163	Vang, Brandon	FHS 219
1193	Dowty, Derek	FHS 114	1247	Little, Jeanne	FES 200	1113	Vollom, Tom	FHS 214
1260	Ebel, Heather	FES 103	1155	Mannausau, Alex	FHS 212	1162	Walls, Missy	FHS 104
1262	Eldien, Brittany	FES 105	1138	Mason, Bill-AD	FHS Ofc	1240	Wenberg, Jen	FES 111
1102	Erickson, Jen	FHS Ofc	1258	Mason, Terry	FES 101	1244	Wendt, Sara	FES 114
1248	Erickson, Kevin	FES 201	1142	McDonald, George	FHS 155	1154	West, Lisa	FHS 211
1269	Ettestad, Seth	FES 208B	1245	McDonald, Kim	FES 115	1243	Winkel, Katie	FES 113
1158	Ettestad, Seth	FHS 100A	1166	McDonald, Michele	FHS 208	1249	Wood, Nicci	FES 202
1104	Everson, Tim	FHS Ofc	1186	McGonigle, Daniel	CE 157	1144	Wood, Norman	FHS 201
1280	Faculty Lounge FES	FES Ofc	1259	Morrison, Jill	FES 102	1288	Youso, Laurie	FHS 112
1156	Faculty Lounge FHS	FHS 216	1251	Moss, Sasha	FES 203	1255	Zahradka, Ariana	FES 207
1118	Forsythe, Val	FHS 215	1246	Nault, Tylyn	FES #116	1252	Zika, Luke	FES 204
1234	Forsythe, Val	FES gym ofc	1271	Nelson, Rebecca	FES208A			
1110	Glowack, Marc	FHS Ofc	1253	Nemec, Marci	FES 205			
1106	Grewatz, Thane	FHS Ofc	1137	Olson, David	FHS 149			
1112	Grover, Kevin	FHS Ofc	1236	OT/PT	FES108			

Special Numbers/Fax

Bronco Arena 283-2424 or 283-2571 ext. 1301

ALC/Backus 283-5141 or 283-2571 ext. 1302

Bus Garage 283-2050 or 283-2571 ext. 1300

Falls Elementary Fax 218-283-3133

Falls High School Fax 218-283-2384

Central Office Fax 218-283-8104

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA
2021-22 FALLS HIGH SCHOOL CALENDAR

TUESDAY	AUGUST 31	TEACHER IN-SERVICE/WORK DAY
WEDNESDAY	SEPTEMBER 1	TEACHER IN-SERVICE/WORK DAY
WEDNESDAY	SEPTEMBER 1	FHS 6 th Grade Orientation, 5:00-5:30PM
WEDNESDAY	SEPTEMBER 1	FHS Meet the Teacher Night 6 th -12 th Grade, 5:30-7:30PM
THURSDAY	SEPTEMBER 2	TEACHER IN-SERVICE/WORK DAY
TUESDAY	SEPTEMBER 7	FIRST DAY OF CLASSES
WEDNESDAY	OCTOBER 6	FHS MID-TERM REPORTS, 1 st Quarter
MONDAY	OCTOBER 11	FHS PARENT-TEACHER CONFERENCES (5:00-8:00 p.m.)
WEDNESDAY	OCTOBER 13	FHS PARENT-TEACHER CONFERENCES (5:00-8:00 p.m.)
THURSDAY	OCTOBER 21	NO CLASSES-EDUCATION MINNESOTA BREAK
FRIDAY	OCTOBER 22	NO CLASSES-EDUCATION MINNESOTA BREAK
MONDAY	NOVEMBER 1	NO CLASSES - TEACHER IN-SERVICE
FRIDAY	NOVEMBER 5	END OF FIRST QUARTER
THURSDAY	NOVEMBER 25	NO CLASSES-THANKSGIVING RECESS
FRIDAY	NOVEMBER 26	NO CLASSES-THANKSGIVING RECESS
FRIDAY	DECEMBER 10	FHS MID-TERM REPORTS, 2 nd Quarter
WEDNESDAY	DECEMBER 15	FHS PARENT-TEACHER CONFERENCES (5:00-8:00 p.m.)
WEDNESDAY	DECEMBER 22	LAST DAY OF CLASSES BEFORE WINTER BREAK
MONDAY	JANUARY 3	SCHOOL REOPENS
MONDAY	JANUARY 17	NO CLASSES - TEACHER IN SERVICE
FRIDAY	JANUARY 21	END OF SECOND QUARTER/END OF FIRST SEMESTER
MONDAY	FEBRUARY 21	NO CLASSES - PRESIDENT'S DAY
FRIDAY	FEBRUARY 25	FHS MID-TERM REPORTS, 3 rd Quarter
TUESDAY	MARCH 1	FHS PARENT-TEACHER CONFERENCES (5:00-8:00 p.m.)
WEDNESDAY	MARCH 16	NO CLASSES
THURSDAY	MARCH 17	NO CLASSES – EXCHANGE DAY FOR CONFERENCES
FRIDAY	MARCH 18	NO CLASSES – EXCHANGE DAY FOR CONFERENCES
WEDNESDAY	MARCH 30	END OF THIRD QUARTER
FRIDAY	APRIL 15	NO CLASSES - GOOD FRIDAY
MONDAY	APRIL 18	NO CLASSES - SPRING BREAK
WEDNESDAY	MAY 4	FHS MID-TERM REPORTS, 4 th Quarter
FRIDAY	MAY 27	LAST DAY FOR SENIORS
MONDAY	MAY 30	NO CLASSES - MEMORIAL DAY
THURSDAY	JUNE 2	LAST DAY OF CLASSES, END OF FOURTH QUARTER
FRIDAY	JUNE 3	TEACHER WORK DAY
SUNDAY	JUNE 5	2022 GRADUATION–3:00 PM

WEDNESDAY EARLY DISMISSAL SCHEDULE

Falls Elementary & West End Elementary Schools

School Day 8:30 AM - 3:10 PM M, T, Th, F
 School Day 8:30 AM - 2:30 PM **Wednesday**

Falls High School

School Day 8:30 AM - 3:20 PM M, T, Th, F
 School Day 8:30 AM - 2:40 PM **Wednesday**

Locate your child's regular drop off time in the first column and follow across to determine Wednesday adjusted time.

Normal Drop-Off Time M, T, TH, F	"Early Out" Drop-Off Time Wednesdays
3:20 PM	2:40 PM
3:22 PM	2:42 PM
3:24 PM	2:44 PM
3:26 PM	2:46 PM
3:28 PM	2:48 PM
3:30 PM	2:50 PM
3:32 PM	2:52 PM
3:34 PM	2:54 PM
3:36 PM	2:56 PM
3:38 PM	2:58 PM
3:40 PM	3:00 PM
3:42 PM	3:02 PM
3:44 PM	3:04 PM
3:46 PM	3:06 PM
3:48 PM	3:08 PM
3:50 PM	3:10 PM
3:52 PM	3:12 PM
3:54 PM	3:14 PM
3:56 PM	3:16 PM
3:58 PM	3:18 PM
4:00 PM	3:20 PM
4:02 PM	3:22 PM
4:04 PM	3:24 PM
4:06 PM	3:26 PM
4:08 PM	3:28 PM
4:10 PM	3:30 PM
4:12 PM	3:32 PM
4:14 PM	3:34 PM
4:16 PM	3:36 PM
4:18 PM	3:38 PM
4:20 PM	3:40 PM
4:22 PM	3:42 PM
4:24 PM	3:44 PM
4:26 PM	3:46 PM
4:28 PM	3:48 PM
4:30 PM	3:50 PM
4:32 PM	3:52 PM
4:34 PM	3:54 PM
4:36 PM	3:56 PM
4:38 PM	3:58 PM
4:40 PM	4:00 PM
4:42 PM	4:02 PM
4:44 PM	4:04 PM
4:46 PM	4:06 PM

DATA PRIVACY ACT Copies of the school district's full data privacy policy may be obtained from the superintendent's office.

ATTENDANCE

Parents are notified on a nightly basis with a recorded phone message of all absences not reported to the school. Parents are notified in writing by mail of all truants. Please clear absences immediately by calling the FHS office at 283-2571. After 3 days all absences not cleared will turn into truants. Please leave a detailed message anytime with the following information: Day of absence, Student's First and Last name, Grade, Reason for absence, and Parent/Guardian's First and Last name.

1. **Six (6) absences per semester in each class.** (Truancies are counted as absences.)
Students are allowed 6 nonexempt absences in each class per semester. The 7th and all subsequent absences not considered exempt in a given period during the semester will be counted as truants. Student will face disciplinary actions from the district for each truant. Continued truancy may result in loss of credit. Students are allowed one (1) appeal per class per semester.
2. **Four (4) unexcused tardies per semester in each class.**
Students may be removed from class when they reach 5 or more tardies (teacher's discretion). Students denied credit may appeal the decision to the principal or his designee. Students are allowed one (1) appeal per class per semester. Students that are removed from class will be assigned to ISS. While in ISS, students may be required to participate in remediation in order to pass the state required MCA test and achieve the school academic goal.
3. **Three (3) truancies per school year.**
Truancy from one or more class periods on three different school days will result in a letter being mailed home outlining repercussions of continued truancy. Truancy from one or more class periods on seven different school days will result in child being referred to the Koochiching County Truancy Program.

Students will **NOT** be dropped from courses because of excess absences or truancies unless it is an action resulting from the county truancy program. In the event a student is removed from class and placed in ISS, they may be given work to ready themselves for MCA testing and achievement of the school academic goal. Students may not receive credit for work during truant periods.

Exceptions to the above rules may be made on an individual basis for extenuating circumstances over which the student has no control, such as the extended illness of the student or a death in the family.

The principal or his/her designee should be contacted by the parent or guardian if **special attendance problems** arise so that an agreement can be made to deal with the problem. A statement by the physician will be required in a case where a chronic or extended medical problem causes excessive absences. An attendance committee comprised of teachers, administrators, and staff will review chronic attendance problems and refer to the proper resource.

Attendance-Extracurricular Activities

Students participating in any extracurricular activity must be in attendance 1/2 day to participate or practice that day, unless prior approval has been obtained through the principal's office. This policy also applies to pre-excused absence.

Students will not be allowed to "sleep in" for a couple of hours the morning after an out-of-town game. Student athletes who fail to comply with this regulation will be rendered **ineligible** for the next game/contest. Exceptions will be made for extenuating circumstances. Any student who is invited or selected to participate in any post season tournament/all-star team must use their allotted absence days (6). Absence exemption will not be granted for participation in sports or other co-curricular activities not sponsored by the school district.

Absences

Students who arrive after 8:30 a.m. must first report to the office. Failure to report to the office could result in detention. Students that may need to leave campus during the school day must receive a pass from the office and check back in when they return. Failure to do so will result in detention/ISS.

Although parents have the right to keep their children home from school, **the school determines if an absence will count towards the allotted 6 per semester.** Students and their parents are requested to make arrangements in advance if a personal absence is needed.

Exempt Absences (not counting towards allotted six (6) per semester) are: illness of the student, field trip, OSS, serious illness or death in the family, observance of a religious holiday, required presence in court, and medical or dental treatment. In addition, district policy includes participation in school activities as exempt absences. Two (2) campus visits are allowed for Junior's and Senior's per year. Written verification from schools attended is required.

Pre-Excused Absences: Students needing personal absence of three or more consecutive days are requested to fill out a pre-excused absence form available in the office. The form must be signed by a parent/guardian, filled in and signed by the student's teachers, and approved by the principal or his designee. Sixty percent (60%) will count against the six (6) allotted absence days per semester; forty percent (40%) will be exempt from the allotted absence days. Due dates for school work while absent should be worked out with the individual teachers. The pre-excused absence form must be turned into the office at least 2 school days in advance of the requested absence. Students, who have failing grades, incompletes, or detention, will not be approved. Pre-excused absence counts towards the maximum absence rule (6 per semester). Examples of pre-excused absences that may be approved are family vacations (including hunting and fishing), participation in civic and religious events, and personal family business.

Tardy Regulations

A student who arrives at school after 8:30 a.m. must immediately report to the FHS office and get a tardy slip. Report to **class** if you are tardy period's 2-7. If you are more than ten (10) minutes late you become truant. One hour detention will be issued for students reaching tardy #3 and each tardy thereafter per semester.

PBIS-Positive Behavioral Intervention Supports

PBIS is an architecture for addressing behavior through the prevention-oriented structuring of research-based interventions and supports in a hierarchical and progressive manner for the purpose of improved behavioral and academic outcomes. When a student is noticed for doing something good for the school community the student is issued a Bronco Pride card which than can be redeemed for a prize. The PBIS system uses minor and major offenses for recording behavior. Some examples of minor offenses are: Minor Defiance, Minor Disruption, and Minor Dress Code. Some examples of major offenses are: Defiance, Fighting, and Lying/Cheating. When a student reaches four minor offenses the four minor offenses change to one major which equals one detention.

Suspension

Out-of-school suspension may be assigned when deemed necessary. Examples of behaviors that result in suspension are insubordination, failure to serve detention, fighting, bullying, harassment, substance violations, vandalism, assault, and causing a false alarm. In many cases, a referral is made to the juvenile officer.

Students serving in-school suspension will receive 2 bathroom breaks, are required to eat lunch in the cafeteria in an assigned area, and will abide by the ISS classroom rules. ISS will be assigned 2 days after the incident has occurred or the office becomes aware of it. The ISS date to serve will be assigned by the ISS Monitor or Administration. Students serving ISS may be assigned work to help them pass their MCA tests and achieve the school academic goal. Students in ISS will turn their cell phones in to the ISS Monitor as soon as they enter the ISS room.

Students assigned ISS or OSS will **not be eligible to participate or attend any co-curricular or extra-curricular activities on the day(s) of the suspension.** Students who habitually do not serve detention may be put on room restriction and lose hall passes until detention is served.

Detention

After-school detention is a disciplinary measure which is frequently used as a deterrent to several school rule infractions. When a student is assigned to detention, he/she is expected to have the time served on or before the date specified by the principal, or teacher. Students will follow all school rules while serving detention which includes no hats, electronic devices, and sleeping. Students are required to bring school work, and following directions of the detention supervisor. **If a student doesn't complete the specified hours of detention by the date due, he/she will be assigned a day of Lunch Detention. Detention may be served from 7:40-8:20 am (1hr) or 7:50-8:20 am (30 min) in the FHS office. Detention may be served from 3:30-4:20 pm in the FHS Library.** Students who habitually do not serve detention may be put on room restriction and loose hall passes until detention is served.

Lunch Detention

Lunch detention may be used for individuals that typically do not serve their assigned detention. This option may only be determined by the assistant principal, principal, school monitor, teacher or superintendent. In the ISS room all detention rules apply which includes no hats, electronic devices, and sleeping. Students are required to bring school work, and following directions of the detention supervisor.

Removal from Class

Removal from class is the short term exclusion of the student from class during which time the school retains custody of the student.

The following is the procedure for the removal from class:

- a. The initial right and responsibility for the removal of a student from class is that of the classroom teacher. After the initial removal from the class, the student will be sent to the office or ISS room for the remainder of the hour.
- b. If a second removal from a class occurs, an informational administrative conference will be held between the teacher and the principal or the principal's designee. At this conference a decision will be reached as to the length of the

time that the student will be removed from class.

- c. The student shall be returned to the class upon completion of the terms of re-admittance established at the informational administrative conference including, but not limited to, completion of any makeup work and/or a behavior contract.
- d. Per direction of the classroom teacher, the student is to report directly to the office or ISS room, when sent out of class. Failure to do so could result in further disciplinary action. Students sent to ISS may be assigned classroom work by the teacher or work to help them pass their MCA tests and achieve the school academic goal.

Disciplinary Guidelines

(Rules Apply to Full Time and Post-Secondary Students)

- I. Disorderly Conduct:** insubordination, loud profanity, fighting, creating a disturbance or any inappropriate behavior.
 - A. 1-10 day suspension OSS/ISS.
 - B. 2 game/2 week suspension from extracurricular events (whichever is greater) whether participating or a spectator.
 - C. Complaint filed with the juvenile officer.
 - D. Hearing with the juvenile officer, administrator, student, parent/guardian or any combination thereof.

- II. Obscenity:** a student using obscene gestures, language, signs, pictures and/or publications.
 - A. Assigned detention or ISS
 - B. Possible suspension.
 - C. Parent conference.
 - D. Possible referral to juvenile officer.

- III. Assault:** attack another person without being provoked.

First Offense:

 - A. 3-10 day suspension OSS/ISS.
 - B. 2 game/2week suspension from extracurricular events (whichever is greater) whether participating or a spectator.
 - C. Defender must file charges with county attorney.
 - D. Hearing with juvenile officer, administrator, student, parent/guardian or any combination thereof
 - E. Disciplinary action against defender will be determined based on circumstances.

Second Offense:

 - A. Assaulter will be excluded from high school for the remainder of the school year.
 - B. Assaulter will be referred to an alternative learning source.
 - C. Defender must file charge with the county attorney.
 - D. Additional suspension or expulsion will be administered when any school employee is assaulted or injured by a student.

- IV. Bullying and Harassment:** This includes the fear and victimization of a student inhibiting their learning experience and learning environment, relating but not limited to: religious, racial, verbal, cyber, sexual or physical harassment and/or bullying behaviors. NOTE: In harassment cases, the victim has an obligation to report the incident.

First Offense:

 - A. Administrator and/or juvenile officer resolve.
 - B. Detention or ISS (to be determined by administration)
 - C. 2 game/2week suspension from extracurricular events (whichever is greater) whether participating or a spectator.
 - D. Suspension (ISS/OSS)

Second Offense:

 - A. Suspension (ISS/OSS)
 - B. Hearing involving administrator, juvenile officer, students, parents/guardian or any combination thereof.

Third Offense:

 - A. Perpetrator(s) excluded from high school for the remainder of the school year.
 - B. Petition filed by juvenile officer against perpetrator(s).
 - C. Referral to alternative learning source.

- V. Truancy:**

First Offense:

 - A. One hour of detention per hour skipped, up to three (3) hours.
 - B. One day of ISS per four (4) to six (6) hours of truancy.
 - C. Referral to Juvenile Officer/School Social Worker.
 - D. Parent/guardian notification

Second Offense:

 - A. One hour of detention per hour skipped, up to three (3) hours.

- B. One day of ISS per four (4) to seven (7) hours of truancy.
- C. Parent/guardian notification

Third and Subsequent Offenses:

- A. One hour of detention per hour skipped, up to three (3) hours.
- B. One day of ISS per four (4) to seven (7) hours of truancy.
- C. Informational letter sent home regarding Koochiching County Truancy Program.
- D. Parent/guardian notification.

NOTE: If parents/guardians fail to clear a student's pending absence within three (3) school days, the absence will be recorded as truant. Please clear absences, immediately, by calling the FHS office 283-2571. (Absent on Monday – must be cleared by the end of the day on Wednesday). Please leave a detailed message anytime with the following information: day of absence, student's first and last name, grade, reason for absence, and parent/guardian's first and last name.

VI. Vandalism and Theft:

- A. Suspension (ISS/OSS)
- B. Parent/guardian conference.
- C. Restitution.
- D. Referral to the juvenile officer or city attorney (adult).

VII. Tobacco Violations: *(Use or possession of any tobacco products (including e-cigarettes) on school property.)* Smoking or use of any other tobacco products by students (regardless of age) on school premises or at school events or activities is prohibited. Possession of tobacco products on school premises is also prohibited. **Falls High School is Tobacco-Free.**

First Offense:

- A. One day of ISS
- B. Referral to the juvenile officer
- C. 2 game/2 week suspension from extracurricular events (whichever is longer) whether participating or a spectator when offense occurs outside the school day at a district function

Second Offense:

- A. Two days of ISS
- B. Referral to the juvenile officer
- C. Parent conference
- D. Student athlete will lose eligibility for the next 6 consecutive games or 3 weeks (21 calendar days), whichever is greater from extracurricular events whether participating or a spectator when offense occurs outside the school day at a district function

Third and Subsequent Offenses:

- A. Three days of ISS
- B. Referral to the juvenile officer
- C. Parent conference
- D. Student athlete will lose eligibility for the next 12 consecutive contests or 4 weeks (28 calendar days), whichever is greater whether participating or a spectator when offense occurs outside the school day at a district function

Tobacco offenses accumulate for school career

VIII. Alcoholic Beverages and Drugs:

- A. Use or possession of alcoholic beverages shall not be permitted on school property or at school activities. Any student using or possessing alcoholic beverages during the school day shall be charged with the violation and receive Out of School Suspension (OSS) and/or In School Suspension (ISS). Any student using or possessing alcoholic beverages outside the school day at a district function will be charged and receive a 2 game/2 week suspension from extracurricular events (whichever is longer) whether participating or a spectator. Any student caught violating this rule a second time will again be charged and will be suspended from school for up to ten (10) days.
- B. Illegal use or possession of drugs or drug paraphernalia shall not be permitted on school property or at any school event or activity. Any student using or possessing an illegal drug or drug paraphernalia will be charged with the violation and will be suspended from school for up to ten (10) days or expelled from school for one (1) year. Violations will result in 2 game/2 week suspension from extracurricular events (whichever is greater) whether participating or a spectator. Any student caught violating this rule a second time will again be charged and expelled from school for one (1) year.
- C. Any student caught in possession of drugs on school property and caught selling drugs will be expelled from school for one calendar year.
- D. Regulations pertaining to the use or possession of drugs and/or alcoholic beverages apply to all students enrolled in school regardless of age.

IX. Weapons and Articles:

- A. **It is unlawful for any person to bring to school or have in their possession any weapons:** guns, knives, cigarette lighters, explosive devices (fake or real, makes no difference), fire crackers, stink bombs, stun gun, pepper spray, or anything construed by the school to be dangerous or cause alarm or fear in any person in the school or on school property.
- B. Some chains may also be considered dangerous weapons. A notification will be given and documented. Further wear will result in suspension and/or expulsion proceedings.
- C. Violation of said article will result in immediate suspension until a hearing can be arranged with school, parents, and law enforcement personnel.
- D. A student who brings a weapon to school shall be expelled for a period of one (1) year. The principal, under appropriate circumstances, may recommend and the board may impose a lesser penalty. The student may also have charges filed against him/her by a law enforcement agency.
- E. School Board Policy 501, School Weapons Policy: IV. EXCEPTIONS A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession and takes the weapon immediately to the principal's office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal's office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach or immediately notifies an administrator, teacher or head coach of the weapon's location.

X. Possession and/or misuse of other devices or other potentially dangerous devices, including but limited to, laser pointers, drones, taser, mace, or pepper spray.

First Offense: Written warning and device confiscated for the day, and parent/guardian must come in to the school to pick up the device.

Second & Third Offense: 1 hour detention, device confiscated *and* parent/guardian must come in to the school to pick up the device.

Fourth & Fifth Offense: One day of ISS, parent/guardian must come in to the school to pick up the device.

Sixth and Subsequent Offenses: The device will be kept for one (1) week and two (2) days of ISS, parent/guardian must come to the school to pick up the device.

XI. Terrorist Threat: A terrorist threat is defined as a threat, including but not limited to, verbal and physical threats made either directly or indirectly with the purpose to terrorize another or others. Charges may be filed with law enforcement.

- A. Inappropriate Comment: General comment not directed at individual or group.
 - 1. Mandatory counselor appointment (Anger Management)
 - 2. Parent meeting with administrator, student, and juvenile officer
 - 3. Detention/ISS
 - 4. Locker search
- B. Threatening statement directed at person or small group.
 - 1. Parent meeting, juvenile officer
 - 2. Mandatory counseling and follow-up
 - 3. ISS/OSS/Expulsion
 - 4. Possible charges
- C. Pre-meditated [thought out] plan or comment of terroristic activity directed at individual or group.
 - 1. Parent meeting and juvenile officer
 - 2. Mandatory counseling and follow-up
 - 3. ISS/OSS/Expulsion
 - 4. Possible charges

XII. Electronic Devices:

CELL PHONES, iPod, gaming/music devices, laptop, iPad, etc. can be disruptive to the educational process and may not be used during the school day (8:30 am - 3:20 pm) with the exception of assigned lunch period and "passing time" between classes. These types of devices must be shut off and are suggested to be kept in the school locker during the periods that they are not to be used. Students caught using electronic devices during the school day (not counting assigned lunch and passing time) will have device confiscated by the classroom teacher until the end of the school day. If a student refuses or is argumentative, 1 day of ISS/OSS will automatically be assigned and the device will be confiscated. The school will **not** be responsible for lost or stolen items.

First Offense: Written warning and taken away for the day.

Second & Third Offense: 1 hour detention, device taken away for the day.

Fourth & Fifth Offense: One day of ISS, parent/guardian must come to the school to pick up the device.

Sixth and Subsequent Offenses: The electronic device will be kept for one (1) week **OR** two (2) days of ISS, parent/guardian

must come to the school to pick up the device.

*** Recording events/taking pictures at school is not allowed without administrator approval and will result in disciplinary action. Posting video or pictures to computer sites that were taken at the school without proper approval is not allowed and will result in disciplinary action regardless of when the posting occurred.**

***Any device with camera capability and similar devices are not permitted to be used in the locker rooms or bathrooms of ISD 361 at any time. Use of such items in the locker room or bathroom will result in disciplinary action.**

***Sexting – the act of sending sexually explicit messages or photographs, primarily between mobile phones. Students involved in such activities will be referred to law enforcement and may face school sanctions if it is determined that any part of the event took place during school hours.**

XII. Dress Code:

Students in the classrooms, including the pool area, are expected to keep themselves well-groomed, neat, and appropriately dressed at all times. FHS has a **NO HAT** rule which does not allow head covering including hats, scarves, and hoods during school hours, 8:00 am – 3:20 pm. Any form of dress which is considered contrary to good hygiene or which is distracting, disruptive, or which is not considered appropriate in appearance (halter tops, tube tops, short shorts, two piece swim suits, chains, spikes, sun glasses, long trench coats, or clothing that is profane, supports toilet papering, or advertises guns, alcohol or tobacco products) and detrimental to the purpose or conduct of the school will not be permitted. Bandanas and headbands that look like bandanas may not be displayed in any manner. **You must cover the four (4) B's: back, bottom, bosom (cleavage), and belly.** Shoes and long pants are required in certain classes for health and safety reasons. Shorts, Skirts, and dresses should be mid-thigh. Students who violate may be sent home and charged with an absence.

First Offense: Written/verbal warning and student will correct violation for remainder of the day (ex: turn shirt inside out, change clothing, etc.).

Second Offense: 1 hour detention and student will correct violation for remainder of the day (ex: turn shirt inside out, change clothing, etc.).

Third and Subsequent offenses: Parent/guardian contacted, detention/ISS, and student will correct violation for remainder of the day (ex: turn shirt inside out, change clothing, etc.).

XIII. Intimacy:

Intimacy is a private matter. No kissing, hugging, or other forms of body contact will be allowed in school. Violations will be dealt with in the following manner:

First Offense:

- A. Referral to an administrator
- B. Verbal warning

Second Offense:

- A. Referral to an administrator
- B. Parent contact/conference
- C. Detention

Third and Subsequent Offenses: Detention/Suspension (ISS/OSS).

Keep intimacy a private matter and show respect for each other in public.

NOTICE: No written policy can adequately address each and every specific situation regarding pupil conduct. In general, a student may be subject to disciplinary action for willful violation of school rules; **willful conduct which materially and substantially disrupts the rights of other pupils or the property of the school.**

Disciplinary Actions

DEPENDING UPON THE SEVERITY OF THE INCIDENT, ADMINISTRATION MAY IMMEDIATELY INITIATE A HIGHER LEVEL OF DISCIPLINE.

LEVEL 1

A teacher may select, but is not limited to, one of the following punishments when a violation occurs:

- A. Detention before or after school. Work supervised by assigning teacher.
- B. Parent-teacher-student conference.
- C. Phone call to parents or note (referral) to the administrator.
- D. Removal from class. This step will require a conference before student is re-admitted.
- E. Parent requested to sit in class (s).
- F. ISS

Failure to comply, subjects the student to Level 2.

LEVEL 2

Meeting of the teacher, student, parent/guardian, administrator or any combination thereof to determine disciplinary action.
Failure to comply, subjects the student to Level 3.

LEVEL 3

- A. Involvement of additional authority, law enforcement, juvenile officer (court), superintendent.
- B. Up to ten (10) days of suspension may be assigned, or other disciplinary action deemed appropriate.
- C. For serious or repetitive offenses a teacher may omit Level 1 and refer the student to Level 2 or Level 3 after conferring with an administrator.

Failure to comply, subjects the student to Level 4.

LEVEL 4

The student will be subjected to the expulsion procedures of School District #361 in accord with MN Statutes.

Canine Detection Services

The International Falls School District has entered into an agreement with Interquest Detection Canines, Inc. to provide trained detection canines to conduct random, unannounced inspections of all campus locations within the district. This does include school and district events taking place off campus. These canines are trained to detect the presence of illicit drugs, alcohol, and gunpowder based items. Campus buildings, parking lots, and grounds will be randomly inspected for prohibited items. This includes the school safety zone extending beyond the school property line which is 300 feet or one block whichever is greater. If prohibited items are detected and found, the district will initiate the appropriate disciplinary action. These canines are non-aggressive retrieving breeds such as Golden and Labrador retrievers. They are trained to discriminate specific scents of contraband items and indicate the area where the scent is detected. Interquest provides service to over 1,200 public school districts across the nation. With the recent publicity concerning the dramatic increase in teenage drug use and school violence, the International Falls School District is taking every reasonable precaution to insure a safe and healthy learning environment for all concerned.

Honor Policy

Any student guilty of any form of cheating, including plagiarism and assisting another student to cheat, will receive no credit for the work involved. **Such conduct will require the notification of an administrator and the student's parent/guardian.** Repeated violation may result in loss of credit for the class. "What is plagiarism? Plagiarism is the act of taking someone else's ideas, thoughts, or writings and claiming them for one's own. This may occur either through ignorance, carelessness, or laziness. Most typically, the student will copy from a source (book, magazine, pamphlet, encyclopedia, or Internet) word for word and neglect to give any source credit for the materials. Whether this happens accidentally or deliberately, it is an illegal and unacceptable practice."

Open Study Hall

Open Study Hall is a privilege that allows juniors and seniors the option of leaving school or reporting to designated areas during their open hour. A student who has been approved for open study hall and receives ISS or OSS will lose their open study hall privilege; 1st offense 2 weeks and 2nd offense the remainder of the semester. If a student exhibits poor or unsafe behavior(s) during open study hall or is failing a class, administration reserves the right to revoke the open study hall privilege until deemed appropriate to reinstitute. Open Study Hall Applications may be picked up in the high school office the first week of school. Parents must stop in the FHS office to complete the form or a student may take the form with them to be notarized and returned to the office. The student must meet with Mr. Glowack to go over the form before open study hall is granted.

Dropping Classes (Electives)

1. A student may not change classes they have registered for unless there are extenuating circumstances. In the event of extenuating circumstances a student shall have five (5) school days from the beginning of any course/semester to drop/add a class with no penalty. Students may drop/add after the five (5) day period only with the permission of the instructor or extenuating circumstances. Dropping without teacher approval after five (5) days will result in an "F". PSEO and Online learner withdrawal after five (5) days will result in an "F" on your high school transcript and coinciding mark on postsecondary transcript. The permission of the parent/guardian is needed before a student is allowed to drop a class. A form will be given to the student to take home for his/her parent's/guardian's signature.
2. It is the student's responsibility to contact the counselor concerning the dropping of a course, taking the form home to be signed by the parent/guardian, and returning the signed form to the counselor before the deadline date for each semester.
3. Concurrent Enrollment Students may transition into high school classes to maintain high school credit if the course work becomes too difficult.
4. Parents/guardians are urged to contact the Principal's Office or the Counselor's Office if they have questions regarding the process for dropping classes or the athletic eligibility of their students by calling 283-2571.

Behavior Contract

A behavior contract is a **disciplinary** agreement between a student and a teacher. The agreement specifies the conditions that must be met to remain in class or participate in a school field trip. **Failure to follow the conditions will result in removal from the class**

and/or trip and the grade will be recorded as “NC”, No Credit. Students removed from class or a trip will be assigned to ISS and may be provided classroom assignments or work to strengthen their ability on the MCA tests and school academic goal.

Fire and Tornado Drills

Fire and tornado drills are held each year and monitored by local officials. It is the teachers' responsibility to instruct students in proper evacuation procedures. It is the students' responsibility to know the specific directions for leaving each of the rooms in which he/she has classes. An exit plan is posted in each room. False alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner. Charges could be filed by the fire or police department. Students who do not follow fire and/or tornado drill procedures and rules will be subject to a meeting with administration and detention will be assigned.

Lock Down Drills

Lockdown drills are held each year to practice emergency procedures and are required by law. It is the teacher's responsibility to instruct students in proper procedures in their classroom. It is the students' responsibility to know what they need to do in each of their classes in the event of a lockdown. In the event a student is outside of their assigned class when a lockdown occurs, enter the closest room immediately. In the event you are in the bathroom or lobby area, go to the office immediately. Students who do not follow the lock down drill procedures and rules will be subject to a meeting with administration and detention will be assigned.

Lockers

School lockers are the property of School District #361. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school authorities for any reason at any time without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of a law or school rules. As soon as practicable after the search of a student's personal possessions, the school authorities must provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

Students *must* remain in their assigned locker and *must report any malfunctions to the office immediately.* If the locker/lock is ruled unfixable, a new lock will be assigned. Jamming your lock is not allowed. For safety reasons, backpacks, purses and jackets are to be left in lockers. At no time is a student to share his/her combination with another student. Students are responsible for the contents of their lockers. Lockers will be emptied by custodians the day after school releases for the summer. Remaining items in lockers will be disposed of that day.

Searches

We are always concerned about providing a safe educational environment for our students. The site administrator or his/her designee has the authority to conduct a search. The scope of the search may include a student's person and areas over which he/she has control, including but not limited to cell phones, computer files, purses, backpacks, any locker assigned the student by the school, and the student's vehicle. The administrator must have reasonable suspicion to believe that under the circumstances, the student may have concealed evidence of misconduct in areas under his/her control. This includes measures taken to keep the school free of chemicals/drugs and/or weapons. Therefore, at times designated by the administration, searches will be conducted to determine the presence of any chemicals/drugs or related paraphernalia and/or weapons. These searches may be conducted on all school property and may utilize law enforcement resources including K-9's.

Out of Town Trips

All pertinent school rules are in effect during school sponsored out-of-town trips. On such events students are representing Falls High School and the community as a whole so they are expected to exhibit the "Bronco Power" PBIS initiative (Proud ~ Optimistic ~ Welcoming ~ Engaged ~ Respectful) and "PUT THEIR BEST FOOT FORWARD" at all times. Students who are participating in out-of-town events must be transported in a school vehicle.

If parents wish to have their **own** child ride home with them, parents/guardians must send a note to school in advance. Only the principal/designee(s) or activities director for MSHSL activities may grant permission.

Parking Regulations

Students are to park **ONLY** in the school lot east of the swimming pool, being careful to avoid parking too close to the swimming pool doors. **Blocking the emergency lane may result in vehicles being towed away at the owner's expense. Students are NOT to park in the lot to the south of the building or on 11th Street in front of the school.** Cars parked in the student lot must have parking stickers attached to a window. Parking stickers may be obtained in the office at no cost to the student. Failure to display parking stickers may result in detention, suspension, or towing of the vehicle at owner's expense. Students must park their vehicles appropriately aligned to make room for students and guests. Student vehicles parked inappropriately, blocking in vehicles, making it difficult to enter/exit, causing safety concerns or taking up space will be subject to disciplinary action and/or law enforcement referral. Snowmobiles, ATV's, motorcycles are to be parked in the east parking lot of Bronco Arena; failure to do so may result in detention. Snowmobiles are not to be run on district facility grounds. Disciplinary action will be enforced for the safety and upkeep of district property. **The parking lot is school district property, therefore, student vehicles in the lot may be subject to search by**

administration if circumstances warrant.

Assemblies

Assemblies (Grades 6-12) for speakers, pep fests, and special events (PBIS, homecoming, winter sports week) will be conducted as long as student behavior is not disruptive. An indication of the cultural level of the school is the conduct of its student body at an assembly. Unacceptable behavior may result in the removal, disciplinary action and/or suspending of assemblies for the remainder of the school year.

Closed Noon Hour/Leaving School Grounds

FHS has a closed campus for all age levels, excluding FHS juniors and seniors who have authorized permission. Students are to eat their noon lunches in the cafeteria. Those who do not wish to purchase a school lunch that is served daily may bring lunches from home to be eaten in the cafeteria. Students who leave the building without permission may be regarded as truant or skipping and will be disciplined. Habitual violators will be suspended. Students are to remain in the cafeteria, lobby, gymnasium, or library during lunch period. Roaming the halls or in the parking lot is not allowed and may result in disciplinary action.

Cafeteria

Students who enroll in the District will be issued a food service account. Each student is assigned a unique four digit pin number along with a finger id using a touchpad finger reader. Do not share your pin number with other students. The student pin number needs to remain confidential as it allows the student to purchase food in the FHS Cafeteria. The finger id is a unique secure code to help ensure purchases are only made by the student assigned to the account. Anyone attempting to use an account number not their own will be subject to disciplinary measures. If you suspect your account privacy has been jeopardized, please contact the office to obtain a new pin number.

Students can check their food service account balance and purchases via Student Access in Skyward. Parents can view their student's food service account balance and purchases using Family Access in Skyward. District contact information for the Food Service Department is on the Districts website under Food Service.

Depositing Funds to Food Service Account:

Funds may be put on a student(s) meal account electronically via credit/debit or e-check through Family Access or the District's web store. Cash or check will be accepted in the FHS office Monday – Friday 8:00 am – 3:45 pm. Payments are posted and available to student accounts each day at 7:00 am, 11:00 am, 12:00 pm, 2:00 pm and 5:00 pm. Refer to the School Board Policy – 534 Unpaid Meal Charges for information regarding account balances, notifications and collections. This policy is located on the Districts Website under School Board – Policies - Students.

Ala Carte:

To purchase ala carte items a student must have a money available in their meal account. Purchases for ala carte items will be refused by the cashier when there is not enough money in the student(s) account to pay for the entire ala carte purchase. Ala carte items are considered to be beverages including a second milk, snacks, a 2nd entrée or a 2nd meal purchase. Students who do not have access to Student Access online may inquire about their account balance in the FHS office or with the cashier before making an ala carte purchase.

Breakfast & Lunch:

Parents, families or guardians who feel they may qualify for meal benefits need to complete a meal benefit application for the 2021-2022 school year. This form is required to be completed each year. The District receives assistance from the state and federal grants based on the number of qualifying meal applications on file. This funding is very important for the District as it enables additional funding for educational programs like the Title I program.

Breakfast and lunch meals for the school year of 2021-2022 will be free under the USDA Seamless Summer Food program supported under the Summer Food Service Program. Each student is allowed one breakfast and one lunch purchase each day. Students are required to enter their pin or finger id when going through the cashier line to purchase one of these meals.

Breakfast is served from 8:00 am – 8:25 am at the high school each school day; Lunch times vary depending on class schedule.

Food will be served in the cafeteria before 8:25 a.m. and at designated lunch hours only.

Behavior and appearance in the cafeteria are a reflection of the cultural level of our student body. Please abide by these guidelines:

- A. No pushing, shoving or getting ahead in line.
- B. Keep the condiment cart clean and dispose of wrappers.
- C. Students are responsible for keeping the area where they sit clean and for removing all lunch items from the table.
- D. Do not throw trays in the garbage.
- E. No throwing of food is allowed.
- F. Food is to be eaten in the cafeteria.
- G. Students must remain in the cafeteria, lobby, front entrance, or library during lunch.

- H. Students are allowed to purchase food and drinks from the cafeteria between classes. All wrappers and bottles must be disposed of properly. If wrappers, bottles, and other garbage are left in the hallways, students will not be allowed to purchase food items between classes.
 - I. Ala carte purchases will be permitted for students with positive balances in their meal accounts.
 - J. Students are not allowed to order food to be delivered to the school for lunch.
 - K. Be respectful to cafeteria staff.
- **Violations of the above guidelines may result in cleaning duty, detention, and/or suspension.**

Emergency Contacts (listed in Skyward)

In the event the school is unable to contact the Parents/Guardians listed we will then try the Emergency contacts that you have provided the school with. When listing an Emergency Contact(s) for your child(ren), please be aware that this is giving the school permission to contact them in case your child(ren) becomes ill or injured during school hours and may need to be picked up from school. The school will only release students to guardians or emergency contacts listed in skyward. Therefore it is very imperative you keep the school up to date with the emergency contact information. The emergency contact listed will also receive Emergency outreach calls. For example if the school closes due to inclement weather conditions an automatic phone message will go to all numbers listed in skyward including all guardian and emergency numbers listed.

Parent-Teacher Conferences

Parent-Teacher conferences are held periodically at designated times. Parents are encouraged to make additional appointments with teachers or other school personnel if they feel the need to do so. The school phone number is 283-2571.

Visitors

Anyone other than students or school employees who enter the building during the school day must report to the Main High School Office Door #1 for a Visitor's Pass before going anywhere in the building. Visitors will be asked to provide a driver's license, if possible, before a pass is printed. Violators may be subject to trespassing charges. Student visitors who wish to attend classes for a day must give two days' notice and have written permission from teachers and administration. **No visitors will be allowed during the first two or last two weeks of school.** Exceptions may be made on an individual basis.

Hazing Prohibition

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

Daily FHS Announcements

Daily announcements will be electronically available on the school webpage and one will be posted in the office. The bulletin contains information pertinent to students and staff. Notices intended for the bulletin should be written, approved by Principal Everson, and given to Jen Erickson.

Hall Passes

Once classes start, students may not be in the halls unless they have a pass. Students can be expected to be asked for passes by teachers, the Principals, Dean of Students or the hall monitor. Misuse of a pass will result in the loss of pass privilege and possible room restriction or detention.

Dances

All dances will be held at the high school with the exception of Harvest Ball, Snowball, and Prom. Dances are limited to current Falls High School students. Exception: out of town students in grades 11-12 may apply in advance to attend dances.

Student Council

Falls High Student Council is composed of students elected from the student body. Council members represent their class and their school, and are encouraged to work toward open communication between teachers, administration, and the community. Student Council is involved in school projects, activities, community service, and school issues. Elections are held in the spring of each year.

Student on the School Board

School District #361 offers a unique opportunity for a Falls High student to be represented on the School Board. One student from grades 10-12 will be chosen by the Student Council to represent the student body on the School Board. The position is for one year and is non-voting.

2021-2022 Class Schedule

(The warning bell at 8:25 a.m. is a signal for students to go to their first hour class)

Class Schedule (Mon./Tues./Thurs./Fri.)

Class Schedule (Wednesday only)

PERIOD	START TIME	END TIME	MINUTES
1	8:30	9:20	50
2	9:25	10:15	50
3	10:20	11:10	50
4	11:15	12:05	50
5	12:10	1:29	
1st Lunch	12:10	12:39	29
2nd Lunch	12:35	1:04	29
3rd Lunch	1:00	1:29	29
6	1:35	2:25	50
7	2:30	3:20	50

PERIOD	START TIME	END TIME	MINUTES
1	8:30	9:14	44
2	9:19	10:03	44
3	10:08	10:52	44
4	10:57	11:41	44
5	11:46	1:00	
1st Lunch	11:46	12:15	29
2nd Lunch	12:08	12:37	29
3rd Lunch	12:31	1:00	29
6	1:05	1:50	45
7	1:55	2:40	45

2021-2022 STUDENT COUNCIL MEMBERS

Advisor: **Brandon Vang**

EXECUTIVE BOARD MEMBERS:

President: Mitchell Erickson Treasurer: Jillian Bilben
 Vice President: Historian: Secretary:

<i>~2021-22 Falls High Student Council Members~</i>					
7TH GRADE	8TH GRADE	9TH GRADE <i>Freshmen</i>	10TH GRADE <i>Sophomores</i>	11TH GRADE <i>Juniors</i>	12TH GRADE <i>Seniors</i>
Max Youso	Camryn Rasmussen	Lila Wood	Mitchell Erickson	Destry Whitbeck	
Linnaea Yount	Charley Swanson		Jillian Bilben	Rebecca Drift	
Alyana Koenig			Karsen Korpi	Nora Sullivan	
Paige Norman			Adley Deedrick		
Jillian Frank					
Andy Davenport					

Fundraising Activities

No fundraising activities will be allowed on school property without permission of the school principal or designee. A general guideline is that fundraising must be done by an organized school group and pertain to school sponsored activities. Fundraising events must be submitted to the Principal's office for prior approval.

Background Check/Criminal History

In accord with Minnesota Law 123B.03 BACKGROUND CHECK, all district employees and volunteers specifically assigned to duties of direct student supervision will have a criminal history background check on file with ISD#361.

Technology/WIFI Use

The intent of our acceptable use policy is to establish and administer guidelines for the use of ISD #361 technology resources by staff, students, and any other users. Technology resources include all voice, video, and data systems such as telephones, televisions, computers, networks, and supplies. The use of technology and the Internet is a privilege, not a right, and inappropriate or unauthorized use will result in disciplinary action, including the termination of those privileges. The complete version of our acceptable use policy can be found on the Internet at www.isd361.org via the School Board Policies tab.

ISD#361 has completed installation of a wireless network at Falls High School. Some ISD 361 computer devices use the wireless network while other devices are using our wired network. All ISD #361 devices are filtered. This means all activity is audited and can be monitored. **If you connect your personal device to the ISD #361 guest network, keep in mind that it, too, will run through the filter and all activity is audited and can be monitored.**

Distribution of Literature/Posters

There will be no distribution of non-school printed materials on school property without permission of the school principal or his/her designee. All posters must be cleared by an administrator. Posters are to be displayed only in the stairwells and lobby areas. The complete version of this policy 505 Distribution of Non-school sponsored materials on school premises by students and employees is posted on the website. Full policy is on page 38.

Books and Fines

Students who lose or damage textbooks or other school property must compensate the school for the loss or damage. Willful acts of vandalism to school property will result in charges being filed with law enforcement officials. Conflicts regarding fines and fees will be settled in conciliation court. Non-payment of a fine or fee will result in referral to Collection Agency. The school will charge an appropriate replacement fee for textbooks, workbooks, or library books lost or destroyed by students.

Fees

Fees are charged in certain classes to cover costs that are above and beyond the allowed costs of materials for student projects. Classroom projects will not be allowed to leave the classroom until all fees have been paid. A fee is charged for each extra-curricular activity a student participates in. A maximum out-of-pocket expense for each family is intended to reduce the financial burden on any one family. Students should not be discouraged from participating in school activities because of cost, as the school district can help students and parents/guardians find alternate sources to help pay fees. Contact the Activities Director at 283-2571 ext.1138 for information on activity fees.

Physical Education Class

A student may, when it is necessary, be excused from Physical Education classes. A student shall not be excused from physical education unless he/she presents a written excuse from one of the following:

Doctor.....this excuse must include the length of time for non-participation.

Nurse.....the school nurse evaluate the student's illness or injury.

Parent.....this is valid for one class meeting in a case where the student cannot immediately obtain a doctor's excuse or where the student had just returned to school after a sustained illness. If a student is excused from participation in physical education he/she shall remain in the physical education area if the excuse is for two weeks or less. He/she may be programmed into a study hall if the excuse is longer.

Media Center

The Falls High School Media Center is located on the 2nd floor and is open from 8:00 a.m. to 4:30 p.m. on school days. During the school day, students must have a signed pass by his/her teacher. During lunch, students must sign in as they enter the LMC, **leaving the library via the emergency exit during a non-emergency will result in detention/suspension**. Students not using the library for the purpose of studying, reading, or using the computers will be asked to leave the library.

The purpose of the Media Center is to support the school's curriculum and educational programs, and to provide educational and recreational reading opportunities.

PRINT MATERIALS include magazines, books and newspapers.

12 NETWORKED COMPUTERS with internet access allow easy access to a variety of networked resources and databases.

BOOKS may be checked out for 21 days. REFERENCE MATERIALS can be checked out for 3 days while, MAGAZINES AND NEWSPAPERS are to be used in the library only.

While in the Library/Media Center, students should be quiet, respectful of others, and constructively occupied.

Medication

Medication is given to students at school, or they are allowed to self-administer it per policy, only when their health or learning would be jeopardized without it. Written consent from parents and a health care provider are always required for staff to give medication to students at school. Parents need to contact the school nurse before any medication can be given at school. It must be checked out by the nurse first. All medication must be supplied in a properly labeled bottle. Please contact the nurse (283-2571 ext. 1131) if you feel your student requires medicine at school or stop in the school. *School personnel are not allowed to dispense over-the-counter medication to students from their personal supply, students must supply their own.* The school nurse will assist students who must take prescribed medication regularly during school hours. A consent form signed by a health care provider and parent is needed for prescribed medication.

Health Service

The school nurse is available on certain days each week and upon request. Services available include health counseling, vision screening, and medication arrangements.

Homebound Instruction

Upon the recommendation of a doctor and with the approval of the principal or designee(s), home and hospital instruction is provided for students who are ill or seriously injured, causing them to miss school for an extended time. Homebound is arranged through the Principal's office (283-2571).

Graduation Requirement 24 Credits

Students begin earning credits in ninth grade. Included in these credits must be four (4) English, four (4) social studies, three (3) sciences, and three (3) math. In addition, one (1) Music/Art, and one (1) Technology/FACS credits are required. Health/PE is

required in ninth grade and a .5 PE credit is required in grades 10-12. 6.5 additional credits are needed to meet academic rigor and graduation requirements. A course description and registration booklet is given to students. Students must have earned the required number of credits to receive a diploma and participate in the graduation ceremony. Extenuating circumstances may be appealed to the Principal. A student must have a minimum of two credits per semester to be considered for the honor roll.

Honor Roll

Graduating with honors requires a cumulative GPA of 3.95 or higher through their senior year.
There are three honor rolls established by the principal's office.

Principal's List	4.000	GPA
"A" Honor Roll	3.700 - 3.999	
"B" Honor Roll	3.000 - 3.699	

An honor roll is issued following each marking period.
Semester 1
Semester 2

Grading System

7th through 12th grade students are assigned letter grades each quarter. A quarter and cumulative GPA is listed on each report card as follows:

A = 4.0	B = 3.0	C = 2.0	D = 1.0
A- = 3.7	B- = 2.7	C- = 1.7	D- = 0.6
B+ = 3.3	C+ = 2.3	D+ = 1.3	F = 0

Bonus GPA Grading System

Students completing a weighted course with a grade of C or higher will earn the following GPA points for that course:

A = 4.5	B = 3.5	C = 2.5	D = 1.0
B- = 4.2	B- = 3.2	C- = 1.7	D- = 0.6
B+ = 3.8	C+ = 2.8	D+ = 1.3	F = 0

Weighted Grades

Weighted grades are set forth for select classes at FHS. The school district policy encourages students to enroll in the district's most challenging academic courses to maximize rigor and student potential. A weighted grade course is defined by the district as a Falls High School course designated by the School Board as having grades weighted. To qualify for additional weighted points a student must complete the board approved applied course with a semester grade of "C" or higher. For additional information on the ISD 361's weighted grading policy, see School Board Policy 613.5, Series 600.

Academic Excellence Award

All 9th – 10th graders with a cumulative GPA of 3.7 or higher, 11th graders with a cumulative GPA of 3.85 or higher, or a 12th grader with a cumulative GPA of 3.95 or higher may apply. Information with sample criteria and an application are mailed to eligible students in the spring. Those students meeting the guidelines of 300 points or higher are recognized during an Academic Excellence Award ceremony with an "Award of Excellence" certificate, which enables them to purchase a Greek award to be applied to a letterman's jacket. The "Academic Excellence" designation is also added to their transcript for each year they qualify.

Activities

In addition to the regular curriculum, School District #361 attempts to provide students with opportunities for a well-rounded educational experience. Eligibility papers must be signed before you are allowed to practice your given sport. All fees must be paid before the first official game.

I. Athletics

• Boys' Sports:	Fall	Winter	Spring
	Football	Basketball	Track
	Cross-Country	Hockey	Baseball
	Trap	Swimming	Golf
		Wrestling	Trap
• Girls' Sports:	Fall	Winter	Spring
	Volleyball	Basketball	Track
	Cross-Country	Hockey	Softball
	Swimming	Wrestling	Golf
	Trap		Trap

II. Cheerleading

There is a cheerleading squad for each of the following sports: football, boys' basketball and hockey. Try-outs are held in the spring. Falls High eligibility and MSHL rules apply.

III. Prom-Junior & Senior

The planning of the prom and post prom is done by the Prom Committee (students in junior and senior class) and its advisor(s). All aspects including but not limited to: planning, fundraising, decorating, selling of tickets, and collecting of the Grand March admittance fee are the responsibilities of the Prom committee, the advisor(s), and volunteers. Prom attendees must be an active FHS junior or senior student **by credit** at the end of the first semester and in good standing at the time of the event. Out of town students may apply in advance to attend prom with a FHS student. Guests attending cannot be exceed the age of 19 as of the prom date. Guests must be in good academic and community standing at the time of the event.

IV. Music

Falls High School has a very fine music department, providing students who have an interest in music opportunities to develop their talents. Music activities include band, and chorus. Performing at games, concerts, competitions, and special events are part of participating in a music group. Elective credit is also earned, and students may qualify for a school letter.

V. Speech

As a member of the speech team, students have the opportunity to build self-confidence in a full schedule of interscholastic competition sponsored by the MSHS League.

VI. Annual Staff

This group works closely with an advisor in planning and producing the annual. The staff consists of an editor-in-chief, class editors, layout people, computer operators, and photographers. The annual is a student production which reflects the interests and activities of student life. The annual is produced in the graphic production class, a one credit elective. Mr. Anderson is the advisor.

VII. Minnesota Honor Society

The Minnesota Honor Society is an organization formed to create enthusiasm for scholarship, to stimulate a desire to render service, to promote leadership, and to develop character in the students of secondary schools. Selection for membership is by a Faculty Council and is based on outstanding scholarship, character, leadership, and service.

VIII. One Act Play

The One Act Play provides a drama opportunity for students under the guidance of an advisor. Students will be involved in acting/performing, stage set up, lighting and costume design.

Minnesota State High School League

Falls High School is a member of the Minnesota State High School League, an association of secondary schools formed to govern interscholastic contests in athletics, debate, speech, drama, and music. All players and contestants are subject to the rules and regulations of the League. FHS is a member of Region 7 and various other conferences which brings our school into competition with many area schools. Students and players are reminded that at all contests and festivals promote sportsmanship and school pride and are the basis for good competition and behavior.

School Colors
Purple and Gold

School Mascot
Bronco

School Song

Come On Falls High, Come on Falls High,
Fight, Fight, Fight, Fight, Fight!
Score those points and keep a goin'
Show them who's got might, Rah, Rah, Rah!
Keep a footin', Keep a rootin'
Plow through their whole team!
And when you're in that goal sight,
Fight, Fight, Fight!

Yeah team, fight team fight
Yeah team, fight team fight
Team, Team, Team!
(Repeat first part)

Sportsmanship

Come on let's raise our voices loud and strong.
Let's give a cheer to boost our team along.
We'll teach our boys to fight with all their might;
We'll win a victory in sportsmanship tonight.
And be it win or lose, we'll never fuss,
We'll make our Alma Mater proud of us.
With a loud and lusty hip hooray, our friendly foes we'll play.
(Repeat entire verse)

Religious, Racial and Sexual Harassment

Everyone at District 361 has a right to feel respected and safe. Consequently, we want you to know about our policy to prevent religious, racial or sexual harassment and violence of any kind.

1. A harasser may be a student or an adult. Harassment may include the following when related to religion, race, sex or gender:
 - A. name calling, jokes or rumors
 - B. pulling on clothing
 - C. graffiti
 - D. notes or cartoons
 - E. unwelcome touching of a person or clothing
 - F. offensive or graphic posters or book covers
 - G. any words or actions that make you feel uncomfortable, embarrass you, hurt your feelings or make you feel bad.
 - H. digital harassment in any of the above forms
2. If any words or actions make you feel uncomfortable or fearful, you need to tell a teacher, counselor, the principal or the Human Rights Officer.
3. You may also make a written report. It should be given to a teacher, counselor, the principal or the Human Rights Officer.
4. Your right to privacy will be respected as much as possible.
5. We take seriously all reports of religious, racial or sexual harassment or violence and will take all appropriate actions based on your report.
6. The School District will also take action if anyone tries to intimidate you or take action to harm you because you have reported an incident.
7. This is a summary of the School District policy against religious, racial and sexual harassment and violence. Complete policies are available in the Superintendent's office upon request or online on the district website.

RELIGIOUS, RACIAL AND SEXUAL HARASSMENT AND VIOLENCE ARE AGAINST THE LAW. DISCRIMINATION IS AGAINST THE LAW.

INDEPENDENT SCHOOL DISTRICT #361

International Falls Public Schools does not discriminate on the basis of race, color, creed, nation-al origin, sex, sexual orientation, religion, and disability, receipt of public assistance, marital status or age.

Section 504 Officer (Gr. K-5)
Melissa Tate, Elementary Principal
1414 11th Avenue, International Falls, MN 56649
218-283-2571 ext. 1232
Alternate: Marc Glowack, Dean of Students Gr. 6-12

Section 504 Officer (Gr. 6-12)
Marc Glowack, Dean of Students 6-12
1515 11th Street, International Falls, MN 56649
218-283-2571 ext. 1110
Alternate: Melissa Tate, Elementary Principal

Title IX Officer (District-wide)
Kevin Grover Superintendent of Schools
1515 11th Street, International Falls, MN 56649
218-283-2571 ext. 1112

Title IX Officer (Alternate)
Tim Everson, FHS Principal
1515 11th Street, International Falls, MN 56649
218-283-2571 ext. 1104

Human Rights Officer
Tim Everson, FHS Principal
1515 11th Street, International Falls, MN 56649
218-283-2571 ext. 1104

Human Rights Officer (Alternate)
Missy Tate, FES Principal
1414 11th Avenue, International Falls, MN 56649
218-283-2571 ext. 1232

Directory Information

Directory information means information contained in an education record of a student which would not generally be considered harmful

or an invasion of privacy if disclosed. It includes, but is not limited to: the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received and the most recent previous educational agency or institution attended. Directory information does not include personally identifiable data which references religion, race, color, social position or nationality. The school district may disclose directory information from the education records of a student without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:

1. the types of personally identifiable information that the school district has designated as directory information;
2. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student as directory information.

Bus Policy
District 361 Transportation Department
Bus Garage: 283-2050

In the interest of the safety and comfort of bus students, ISD #361 has a student management and bus suspension policy that is fair to all students. The bus driver has the authority to assign seats on the bus as he/she feels is necessary. When a student breaks a ridership rule the transportation coordinator will enter the infraction on the student management system. It will then be determined if the infraction deserves a warning, (minor offense) or if needs more of a discipline action, a (major offense) will be given to the student. The transportation coordinator may consult the transportation director and building principal on the severity of the infraction, but the transportation director, building principal and the transportation coordinator will have final say on the allocation of disciplinary actions.

The student management system uses minor and major offenses for recording behavior. Some examples of Minor offenses are: Minor Defiance and Minor Disruption. Some examples of Major offenses are: Defiance, Fighting, Lying/Cheating, and Vandalism. When a student reaches four minor offenses the four minor offenses change to one major which equals one detention. *(This schedule and discipline policy may be adjusted to accommodate students with disabilities.)*

First Offense:

- A. Transportation Director and Coordinator resolve.
- B. Detention or ISS (to be determined by Director and Coordinator)
- C. Suspension (ISS/OSS)

Second Offense:

- A. Detention or Suspension (ISS/OSS)
- B. Hearing involving transportation director and coordinator and a building administrator, juvenile officer, students, parents/guardian, student or any combination thereof.
- C. Loss of bus riding privileges', time decided by transportation director and coordinator.

Third Offense:

- A. Suspension (ISS/OSS)
- B. Petition filed by juvenile officer against perpetrator(s).
- C. Loss of bus privileges', time to be decided by transportation director and coordinator.

For flagrant violations or incidents that endanger other students, an immediate suspension will occur. The suspension is from all school buses. The suspension is for bus riding only. Attendance at school is still required.

The 1994 legislature established that riding a school bus is a privilege, not a right. Bus riding privileges may be revoked for failing to demonstrate knowledge of school bus safety principles.

Student safety at the bus stops and on the bus is our number one concern. Students that make the bus ride unsafe will be dealt with immediately and disciplined accordingly.

Weather Policy
Closing Schools Due to Inclement Weather

Closing schools due to bad weather is a difficult decision under the best of circumstances. There are school districts which use hard and fast criteria such as temperature and wind chill, and other school districts will use a combination of factors. In most school districts, the governing policy is to direct the superintendent to execute a decision based upon the best interest of the students and their families.

ISD 361 administration employs a three-part system to determine school closings due to weather: (1) road surface conditions, (2) visibility, and (3) actual air temperature. Common sense dictates that if the roads are iced over and with little opportunity to gravel and salt on the bus routes, school closes regardless of temperature and visibility. By the same token, if the roads are clear and dry, but visibility is under a quarter of mile in a sustained manner, we would close school regardless of temperature.

Closing schools based solely on temperature is the most difficult criterion to use. Factors such as length of bus routes, availability of spare buses on an immediate basis, and temperatures moderating through the day are all part of the decision to close school. It is

also important to determine where and when temperatures would be taken. ISD 361 utilizes the automatic weather service at Falls International Airport. This system gives constant updates on visibility, wind, and temperature. Our history in ISD 361 is not to establish by school district policy a predetermined temperature for school closing. Administratively the “close school” decision would be triggered by a -40 F ambient temperature if there were little chance of moderation during the day. This decision would be made by 5:30 A.M.

Parent cooperation is essential for any inclement weather condition. Children need to be dressed for the conditions. It is not uncommon to see students come to school with short skirts, bare legs, sweat shirts or light jackets, no hats, no gloves, or boots. Some districts have very stringent policies covering student winter dress before the student is allowed on a district school bus. ISD 361 has not considered this policy due primarily to difficulty of enforcement.

No school closing decision will be universally accepted. Issues of family schedules, day care, and a host of other problems are always created when a school closes with little notice to parents. Issues of student safety are paramount and this essentially lies in the parent’s decision making. A parent always reserves the right to keep their child home and this would be treated as an excused absence. Excessive absences will be handled with the school attendance policy.

Minnesota Comprehensive Assessments (MCA) Refusal to Participate

Parents have the right to refuse to have their student participate in the state-required standardized assessments. Parents need to complete and return the attached form to the school no later than January 15th if they wish to opt their student out of testing in the spring.

We encourage parents to allow their students to participate in the MCA testing in the spring at our school. This is a way that we can measure how well the academic standards have been aligned to our curriculum and daily instruction. Having our students participate in the assessments and then analyzing the results is an effective way to measure how well we are doing as a school and helps us to make necessary changes to help improve our instruction.

More information regarding MCA testing can be found at the following website: <http://education.state.mn.us/MDE/fam/tests/index.htm>

Minnesota Statutes, section 120B.31, subdivision 4a requires the commissioner to create and publish a form for parents and guardians to complete if they refuse to have their student participate in state-required standardized assessments. Your student's district may require additional information.



Parent/Guardian Refusal for Student Participation in Statewide Assessments

To opt out of statewide assessments, this form must be completed by the parent/guardian and returned to the student's school.

To best support school district planning, please submit this form to the student's school no later than January 15 of the academic school year. For students who enroll after a statewide testing window begins, please submit the form within two weeks of enrollment. Parents/guardians are required to submit a refusal form **each year** they wish to opt the student out of statewide assessments.

Date _____ (This form is **only** applicable for the 20__ to 20__ school year.)

Student's Legal First Name _____ Student's Legal Middle Initial _____

Student's Legal Last Name _____ Student's Date of Birth _____

Student's District/School _____ Grade _____

Please initial to indicate you have received information about statewide testing.

_____ I received information on statewide assessments and choose to opt my student out. MDE provides a Parent/Guardian Guide to Statewide Testing on the [MDE website](#) (Students and Families > Statewide Testing).

Reason for refusal:

Please indicate the statewide assessment(s) you are opting the student out of this school year:

_____ MCA/MTAS Reading _____ MCA/MTAS Science
_____ MCA/MTAS Mathematics _____ ACCESS or Alternate ACCESS for ELLs

I understand that by signing this form I may lose valuable information about how well my student is progressing academically. In addition, opting out may impact the school, district, and state's efforts to equitably distribute resources and support student learning.

Parent/Guardian Name (print) _____

Parent/Guardian Signature _____

To be completed by school or district staff

Student ID or MARSS Number _____

BOARD POLICY 413

SERIES: 400

SUBJECT: DISTRICT HARASSMENT AND VIOLENCE

ADOPTED: By reference

REVISED: 1999, Revised 2010

Page 1 of 7

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- a. "Assault" is:
 - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
 - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 - 3. the threat to do bodily harm to another with present ability to carry out the threat.
- b. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex,

age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 3. otherwise adversely affects an individual's employment or academic opportunities.
- c. "Immediately" means as soon as possible but in no event longer than 24 hours.
 - d. Protected Classifications: Definitions
1. "Age" means the person is over the age of 25 years.
 2. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.
 3. "Familial status" means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor's legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
 4. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 5. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.
 6. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 7. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.
 8. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- e. Sexual Harassment: Definition
1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

- c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

- a. unwelcome verbal harassment or abuse;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of pupil(s) by teachers, administrators, or other school personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of gender.

F. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:

- a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
- b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
- c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

G. Violence; Definition

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

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a pupil, teacher, administrator, or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a pupil, teacher, administrator, or other school personnel or group of pupils, teachers, administrators, or other school personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent.

B. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human

rights officer by the reporting party or complainant. School district personnel who fail to inform the building report taker of a report of harassment or violence in a timely manner may be subject to disciplinary action.

- C. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- D. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- E. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, or work assignments.
- F. Use of formal reporting forms is not mandatory.
- G. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. INVESTIGATION

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

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. School

district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members.
- B. This policy shall be given to each school district employee and independent contractor at the time of entering into the person's employment contract.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)

42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
Puller v. Indep. Sch. Dist. No. 701, 528 N.W.2d 273 (Minn. Ct. App. 1998)

Cross References:

MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
 MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
 MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
 MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
 MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
 MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
 MSBA/MASA Model Policy 525 (Violence Prevention)
 MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital

INTERNATIONAL FALLS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #361

BOARD POLICY	514 _____
SERIES: 500	Students
SUBJECT: Bullying Prohibition Policy	
ADOPTED: By reference	
REVISED: June 2012, Feb. 2014, June 2014 Page 1 of 9	

A. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and/or a teachers' ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate, and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive and detrimental behavior.

B. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property an/or with or without the use of school district resources.

- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with school district's policy (see MSDBA/MASA Model Policy 506). The school district may take into account the following factors:
 1. The developmental and maturity levels of the parties involved;
 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 3. Past incidences or past or continuing patterns of behavior;
 4. The relationship between the parties involved; and
 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent and community participation.

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

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

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

C. DEFINITIONS

For the purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
 1. An actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. Materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer or a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.

- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. “On school premises, on school district property or at school related functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- F. “Prohibited conduct” means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. “Remedial response” means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. “Student” means a student enrolled in a public school or a charter school.

D. REPORTING PROCEDURE

- A. Any person who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal or the principal’s designee or the building supervisor (hereinafter the “building report taker”) is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to one of the following individuals:
1. **Building Principals:**
Tim Everson, Head Principal: Falls High School; 218-283-2571 ext. 1104
Marc Glowack, Dean of Students: Falls High School; 218-283-2571 ext. 1110
Melissa Tate; Falls Elementary School; 218-283-2571 ext. 1232
 2. **6 Title IX Officer/Human Rights Officer:**
Kevin Grover, Superintendent of Schools ISD #361 District Office
1515 11th Street; International Falls, MN 56649 218-283-2571 ext. 1112

If the complaint involves the building report taker, the complaint shall be made or filed directly with the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct, or who fail to make reasonable efforts to address and resolve the bullying or prohibited conducts in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

E. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of the investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

F. REPRISAL

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

G. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minn. Stat. §122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 4. The incidence and nature of cyberbullying; and
 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct. .
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The school district is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

H. NOTICE

A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.

E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

I. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MASA/MSBA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MASA/MSBA Model Policy 413 (Harassment and Violence)
MASA/MSBA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MASA/MSBA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MASA/MSBA Model Policy 423 (Employee-Student Relationships)
MASA/MSBA Model Policy 501 (School Weapons Policy)
MASA/MSBA Model Policy 505 (Distribution of Non-school-Sponsored Materials)
MASA/MSBA Model Policy 506 (Student Discipline)
MASA/MSBA Model Policy 507 (Corporal Punishment)
MASA/MSBA Model Policy 515 (Protection and Privacy of Pupil Records)
MASA/MSBA Model Policy 521 (Student Disability Nondiscrimination)
MASA/MSBA Model Policy 522 (Student Sex Nondiscrimination)
MASA/MSBA Model Policy 525 (Violence Prevention)
MASA/MSBA Model Policy 526 (Hazing Prohibition)
MASA/MSBA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MASA/MSBA Model Policy 709 (Student Transportation Safety Policy)
MASA/MSBA Model Policy 711 (Videotaping on School Buses)
MASA/MSBA Model Policy 712 (Video Surveillance Other Than on Buses)

INTERNATIONAL FALLS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #361

INTERNATIONAL FALLS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #361

BOARD POLICY 534
Unpaid Meal Charges

Adopted ___ By Reference ___
Revised ___ December 2019 _____

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The goal of Independent School District No. 361 is to provide nutritious meals to students to promote healthy eating habits and enhance learning, as well as, maintain the financial integrity of the National School Breakfast and Lunch program and eliminate stigmatization of children who are unable to pay meal charges.
- B. It is the policy of Independent School District No. 361 to offer breakfast and lunch meals that meet state and federal regulations.
- C. The school district receives school lunch aid under Minn. Stat. § 124D.111, therefore, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- D. Families may apply for free/reduced price meals any time during the school year. Meal applications are distributed to all families in the school district prior to the start of the school year, and are included in enrollment packets. Meal applications are also available at the both school offices and on the district website. If household income or size change, families can apply for meal benefits anytime during the school year.

Parent(s) or guardian(s) are responsible for meal charges prior to qualifying for meal benefits. Families who qualify for meal benefits are required each school year to complete a new meal application form. District staff will work diligently with parents in this process, however, it is the parent/guardian responsibility to ensure they complete and respond to the annual meal application notification which is sent in August of each school year. A parent/guardian who loses their meal benefit is responsible for meal charges until such time they requalify for meal benefits.

III. PAYMENT OF MEALS

- A. All meal purchases are to be prepaid before meal service begins. Students are assigned a meal account when they enroll in International Falls Public Schools. It is the parent/guardians responsibility to make sure adequate funds are available in their student(s) account each day for breakfast and/or lunch. It is recommended to have at least a week's worth of meals prepaid in the student's account.

- B. Parent(s) or guardian(s) can manage their student(s) meal accounts through online access via Skyward Family Access. The link for Skyward Family Access is found on the district website at www.isd361.k12.mn.us under “Quick Links” then select “Skyward Portal”. Family Access allows parent(s) or guardian(s) the ability to:
1. View meal account balances
 2. Make payments to student account(s)
 3. Set a low balance message
 4. View student meal account purchases
- If parent(s) or guardian(s) do not have a user name setup for Skyward Family Access they can contact the school office to have this setup.
- C. Student meal account payments can be made as follows:
1. Pay by credit or debit card online through Skyward Family Access or via ISD 361 web store offered through RevTrak. The link to either system is located on district website under “Quick Links”. There is a \$1 transaction fee applied to all online payments.
 2. Send cash or check with student to school.
 3. Mail or drop off cash or check to your student’s school.
 4. By setting up reoccurring payments:
 - a) Reoccurring payments allow parent(s) or guardian(s) to set a minimum meal account balance which will trigger an automatic payment to the student(s) account. An email notification is sent to the parent(s) or guardian(s) each time a payment is made.
 - b) To setup reoccurring payments go to ISD 361 web store.
 - c) Log into personal account then setup reoccurring payments for each student. If parent(s) or guardian(s) do not have a web store account setup they can contact the school office to have this setup.
- D. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the student’s accounts.
- E. Transferring of funds between student sibling accounts requires the approval of the parent or guardian. Graduating senior student account balances will be automatically transferred to a sibling at the end of school year.
1. Parent(s) or guardian(s) with graduating students will be requested to advise the school office if they want their positive senior students account balance refunded, or transferred to the districts meal donation account.

IV. ACCOUNT PURCHASES

Students may purchase meals or ala carte items when funds have been deposited into their meal account.

- A. Kindergarten Breakfast: All kindergarten students qualify to receive one free breakfast each day school is in session. Kindergarten students are always eligible for free breakfast regardless of unpaid meal account balance.
- B. Free/Reduced Breakfast and Lunch Meals: Students who qualify for free/reduced meal benefits will receive the first breakfast and/or lunch meal at no charge. Students eligible for free/reduced meals will always be served a first (1st) quantity breakfast and/or lunch meal regardless of unpaid food service accounts.
- C. Full Paid Breakfast and Lunch Meals: Students who pay the full price for breakfast and lunch meals are required to prepay for those meals prior to being served. When a student who is full paid has “cash in hand” to pay for first meal, the student will be served a first meal regardless of unpaid meal account balance. The “cash in hand” will not be applied towards past due meal account balances.
- D. Ala Carte Purchases: The Falls High School cafeteria offers ala carte items for purchase. Students will not be allowed ala carte purchases if their meal account does not have a prepaid balance to cover the cost of purchase.
- Parent(s) or guardian(s) may choose to block items from being purchased, such as extra milk and ala carte items by contacting Michelle Hopkins at 218-283-2571 ext. 1181 or via email at mhopkins@isd361.org
- E. Second Meal Purchases: Any second (2nd) breakfast or lunch meal purchased by any student regardless of meal application status or kindergarten free breakfast status will be charged at the second meal price. Students must have positive meal account balance to purchase the second (2nd) meal.

V. LOW OR NEGATIVE ACCOUNT BALANCE NOTIFICATION

- A. Parent(s) or guardian(s) are encouraged to utilize Skyward Family Access to manage their student(s) meal account(s). A mobile application for Family Access is also offered by Skyward.
- B. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero as follows. Parent(s) or guardian(s) can also set a low balance email notification via Skyward Family Access.
- C. Parent(s) or guardian(s) will be notified when the student account is at \$10.00 or less via the district telephone and e-mail notification system on Tuesday of each week.
- D. Parent(s) or guardian(s) will be notified when a student account is at negative -\$10.00 via the district telephone/e-mail notification system on Monday of each week.
- E. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

Policy for Meal Accounts with \$0 or Negative Balances:

Meal Account Balances at negative -\$25.00

When a student's meal account balance is negative -\$25 the districts' nutrition director or designee will call the parent(s) or guardian(s).

The district will continue to serve these students a first quantity breakfast and/or lunch meal. Second quantity meals and ala carte purchases will be denied.

Meal Account Balances at Negative -\$50.00 or more

When a student's meal account balance is negative -\$50.00 the building principal or school social worker will call the parent(s) or guardian(s). An invoice will be sent requesting payment within 30 days.

The district will continue to serve these students a first quantity breakfast and/or lunch meal. Second quantity meals and ala carte purchases will be denied.

VI. UNPAID MEAL CHARGES

The school district will make reasonable efforts to communicate and work with families to resolve the matter of unpaid meal charges. When appropriate, families will be encouraged to apply for meal benefits for their students.

Assistance from county social services may be requested by the building principal, food service director, school social worker or superintendent of schools for possible neglect when attempts to resolve the unpaid meal debt are not successful or disregarded by the parent(s) or guardian(s).

The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

Collection options for delinquent unpaid meal accounts may include, but are not limited to, use of collection agencies, claims in conciliation court, or any other legal methods permitted by law.

During the year invoices will be sent to families with unpaid balances due to meal charges incurred prior to qualifying for meal benefits, negative balances incurred during a lapse in meal benefits, or the student has left the district with a negative lunch balance. Invoices will request payment within 30 days. If no payment is received within 30 days, a second invoice will be sent requesting payment within 15 days. If no payment is made after 45 days, the invoice will be referred to a collection agency.

At the end of the school year, regardless if the meal account is "stale" or not, unpaid meal account balances of negative \$50 or more, which have not previously been sent an invoice, will be sent an invoice requesting payment within 30 days. If no payment is received within 30 days, a second invoice will be sent requesting payment within 15 days. If no payment is made after 45 days, the invoice will be referred to a collection agency.

If attempts by the Districts collection agency are unsuccessful within 45 days the unpaid balance is sent to a credit agency for impact to the family's credit score.

The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

The school district may not deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.

VII. STAFF MEALS

- A. Staff have the option of purchasing meals or ala carte items through a staff meal account. This option is offered to staff as a prepayment meal account. Staff meal accounts must maintain a positive balance. Staff with negative meal account balances will be refused service.
- B. The district provides a reoccurring payment option to staff through the online payment system via RevTrak. Staff are encouraged to utilize this option if they struggle to maintain a positive meal account.
- C. At the termination of employment any outstanding negative meal account balance will be required to be paid in full or the amount owed will be deducted from the employee's last paycheck. Any positive meal account balance will be refunded to the staff member, or the staff member may elect to donate the balance to the districts meal donation account.

VIII. COMMUNICATION OF POLICY

This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back to school packet, student handbook, etc.) to:

- 1. All households at or before the start of each school year;
- 2. Students and families who transfer into the school district, at the time of enrollment; and
- 3. All school district personnel who are responsible for enforcing this policy.

The school district will post the policy on the school district's website, in addition to providing the required written notification described above.

Legal References:

Minn. Stat. § 124D.111, Subd. 4
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

INTERNATIONAL FALLS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #361
BOARD POLICY 505

Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees

Revised June 2018

I. PURPOSE

The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, non-school-sponsored material.
- B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of non-school-sponsored material on school property and at school activities.

III. DEFINITIONS

- A. "Distribute" or "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing material in internal staff or student mailboxes.
- B. "Non-school-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of non-school-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.
- C. "Obscene to minors" means:
 - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
 - 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18).
- E. "Material and substantial disruption" of a normal school activity means:
 - 1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
 - 2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

IV. GUIDELINES

- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, non-school-sponsored material.
- B. Requests for distribution of non-school-sponsored material will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
 - 1. is obscene to minors;
 - 2. is libelous or slanderous;
 - 3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
 - 4. advertises or promotes any product or service not permitted to minors by law;
 - 5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
 7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
- C. Distribution by students and employees of non-school-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
 2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
 3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
 4. the quantity or size of materials to be distributed;
 5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
 6. whether distribution would require that non-school persons be present on the school grounds;
 7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

- A. No non-school-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of non-school-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

- A. Any student or employee wishing to distribute (as defined in this policy) non-school-sponsored material must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:
 1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
 2. Date(s) and time(s) of day intended for distribution.
 3. Location where material will be distributed.
 4. If material is intended for students, the grade(s) of students to whom the distribution is intended.
- B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.
- D. *If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the superintendent to verify that the lack of response is not due to an inability to locate the person.*
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

VII. DISCIPLINARY ACTION

- A. Distribution by any student of non-school-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the school district's Student Discipline Policy.

- B. Distribution by any employee of non-school-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.
- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

A copy of this policy will be published in student handbooks and posted in school buildings.

IX. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

[Note: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]

Legal References: U. S. Const., amend. I

- Hazelwood School District v. Kuhlmeier*, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)
- Bethel Sch. Dist. No. 403 v. Fraser*, 478 U.S. 675, 106 S.Ct. 3159, 92 L.Ed.2d 549 (1986)
- Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
- Bystrom v. Fridley High School*, 822 F.2d 747 (8th Cir. 1986)
- Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8th Cir. 2009)
- Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

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

- MSBA/MASA Model Policy 506 (Student Discipline)
- MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)
- MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

**INTERNATIONAL FALLS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #361
BOARD POLICY 709
Student Transportation Safety Policy**

Revised June 2018

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

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

B. Student Training

1. The school district shall provide students enrolled in grades pre-kindergarten through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades pre-K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the

school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades pre-K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades pre-K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minn. Stat. § 169.446, Subd. 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide pre-kindergarten and kindergarten students with school bus safety training before the first day of school.
8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
9. The school district shall adopt and make available for public review a curriculum for transportation safety education.
10. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses; including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.
 1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.
 2. Rules at the Bus Stop
 - a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
 - b. Respect the property of others while waiting at your bus stop.
 - c. Keep your arms, legs, and belongings to yourself.
 - d. Use appropriate language.
 - e. Stay away from the street, road, or highway when waiting for the bus.
 - f. Wait until the bus stops before approaching the bus.
 - g. After getting off the bus, move away from the bus.
 - h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
 - i. No fighting, harassment, intimidation, or horseplay.
 - j. No use of alcohol, tobacco, or drugs.
 3. Rules on the Bus
 - a. Immediately follow the directions of the driver.
 - b. Sit in your seat facing forward.
 - c. Talk quietly and use appropriate language.
 - d. Keep all parts of your body inside the bus.
 - e. Keep your arms, legs, and belongings to yourself.
 - f. No fighting, harassment, intimidation, or horseplay.
 - g. Do not throw any object.
 - h. No eating, drinking, or use of alcohol, tobacco, or drugs.
 - i. Do not bring any weapons or dangerous objects on the school bus.
 - j. Do not damage the school bus.
 4. Consequences

In the interest of the safety and comfort of bus students, ISD #361 has a student management and bus suspension policy that is fair to all students. When a student breaks a ridership rule the driver will enter the infraction on the student management system. It will then be determined if the infraction deserves a warning or if points need to be given to the student. The bus driver may consult the building principal on the severity of the infraction, but the building principal will have final say on the allocation of points and/or other disciplinary actions. The point system is as follows

Warning.....	0 points
Excessive noise.....	1 – 5 points
Abusive language.....	1 – 15 points
Damaging bus property.....	5 – 15 points
Unsafe behavior.....	5 – 15 points
Disobeying the driver.....	5 – 10 points
Injury to others.....	5 – 15 points
Other.....	1 – 15 points

15 points = 3 day suspension

30 points = 5 day suspension

45 points = 10 day suspension

60 points = loss of bus riding privileges for the remainder of the school year

(This schedule and discipline policy may be adjusted to accommodate students with disabilities).

For flagrant violations or incidents that endanger other students, an immediate suspension will occur. The suspension is from all school buses. The suspension is for bus riding only. Attendance at school is still required.

The 1994 legislature established that riding a school bus is a privilege, not a right. Bus riding privileges may be revoked for failing to demonstrate knowledge of school bus safety principles.

Student safety at the bus stops and on the bus is our number one concern. Students that make the bus ride unsafe will be dealt with immediately and disciplined accordingly.

5. Other Discipline

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

6. Records

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

7. Vandalism/Bus Damage

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

8. Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

9. Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

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

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

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

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:
 1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
 2. reckless driving;
 3. improper or erratic traffic lane changes;
 4. following the vehicle ahead too closely;
 5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession.
- D. A school bus driver, with the exception of a driver operating a type A-1 school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-1 school bus, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction, and who loses the right to operate a commercial vehicle for any period, or who is disqualified from operating a commercial motor vehicle for any period, shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (*i.e.*, driving while impaired offenses), VII.C.1.h. (*i.e.*, felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

- A. Training
 1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.
[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]
 2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.
- B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

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

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

[Note: The school district may use alternative assessments rather than those set forth in the Model School Bus Driver Training Manual for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least 8 hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

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

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

[Note: A school district is not required to comply with Section VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in Minn. Stat. § 169.011, Subd. 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. A type III vehicle cannot be older than 12 years old unless accepted by state and federal law.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

- a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver’s compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
- b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver’s compartment and must be marked to indicate their identity and location.

- c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

- 1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections; and
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location; and
 - (d) placing the type III vehicle in "park" during loading and unloading.
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
 - (9) compliance with paragraph V,F. concerning reporting convictions to the employer within 10 days of the date of conviction.
 - c. A background check or background investigation of the operator has been conducted that meets the requirements under Minn. Stat. § 122A.18, Subd. 8, or Minn. Stat. § 123B.03 for school district employees; Minn. Stat. § 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. § 171.321, Subd. 3, for all other persons operating a type III vehicle under this section.
 - d. Operators shall submit to a physical examination as required by Minn. Stat. § 171.321, Subd. 2.
 - e. The operator's employer requires pre-employment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minn. Stat. § 181.951, Subds. 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
 - f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minn. Stat. § 171.321, Subd. 5.
 - g. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of violating Minn. Stat. § 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minn. Stat. §§ 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating, or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
 - h. A person who has ever been convicted of a disqualifying offense as defined in Minn. Stat. § 171.3215, Subd.1(c), (*i.e.*, felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

- i. A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
 - j. Students riding the type III vehicle must have training required under Minn. Stat. § 123B.90, Subd. 2 (See Section II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The type III vehicle must bear a current certificate of inspection issued under Minn. Stat. § 169.451.
 - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d (physical examination) and VII.C.1.e (drug testing), above.

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

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

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call “911” or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III “Crash & Emergency Preparedness” of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 - 1. the student’s name and address;
 - 2. the nature of the student’s disabilities;
 - 3. emergency health care information; and
 - 4. the names and telephone numbers of the student’s physician, parents, guardians, or custodians, and some person other than the student’s parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

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

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

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

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district’s school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instructor or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver’s Duties)
Minn. Stat. § 169.446, Subd. 2 (Driver Training Programs)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notification of Conviction for Violation by a Commercial Driver)
Minn. Stat. § 171.169 (Notification of Suspension of License of Commercial Driver)
Minn. Stat. § 171.321 (Qualifications of School Bus Driver)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)

49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)

49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)

49 C.F.R. § 383.5 (Transportation Definitions)

Cross References: MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

INTERNATIONAL FALLS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #361
BOARD POLICY 614
School District Testing Plan and Procedure
Revised October 2018

- I. PURPOSE:** It is the purpose of this policy to set forth the school district's testing plan and procedure.
- II. GENERAL STATEMENT OF POLICY:** The policy of the school district is to implement procedures for testing, test security, documentation, and record keeping.
- III. DUTIES OF SCHOOL DISTRICT PERSONNEL REGARDING TEST ADMINISTRATION**
[Note: This listing of school personnel may not be consistent with the personnel in the school district and, consequently, should be amended to reflect the personnel with responsibility for testing in the particular school district.]

A. Superintendent

1. Responsibilities before testing.

- a) Designate a district assessment coordinator and district technology coordinator.
- b) The superintendent, or designee who has been authorized to be the identified official with authority by the school board, pre-authorizes staff access for applicable Minnesota Department of Education (MDE) secure systems.
- c) Annually review and recertify staff who have access to MDE secure systems.
- d) Read and complete the *Assurance of Test Security and Non-Disclosure*. *[Note: This form is included in the 614 Form file of the Policy Reference Manual.]*
- e) Establish a culture of academic integrity.
- f) Fully cooperate with MDE representatives conducting site visits or Minnesota Test of Academic Skills (MTAS) audits during testing.
- g) Ensure student information is current and accurate.
- h) Ensure that a current district test security procedure is in place and that all relevant staff have been provided district training on test administration and test security.
- i) Ensure that a current process is included for tracking which students tested with which test monitors and any other adult(s) who were present in the testing room (e.g. staff providing assistance, paraprofessionals, etc.)
- j) Confirm the district assessment coordinator has current information and training specific to test security and the administration of statewide assessments.
- k) Confirm the district assessment coordinator completes Pre-test Editing in the Test Web Edit System (WES).
- l) Post on the school district website the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form.

2. Responsibilities after testing.

- a) Confirm the district assessment coordinator and Minnesota Automated Reporting Student System (MARSS) coordinator complete Post-test Editing in Test WES.
- b) Verify with the district assessment coordinator that all test security issues have been reported to MDE and are being addressed.
- c) Confirm the MARSS coordinator has updated all student records for Post-test Editing.
- d) Confirm the district assessment coordinator has finalized the district's assessment information prior to the close of Post-test Editing in Test WES.
- e) Confirm the district assessment coordinator, or designee, has access to the Graduation Requirements Records (GRR) system and enters necessary information.
- f) Discuss assessment results with the district assessment coordinator and school administrators.

B. District Assessment Coordinator

1. Responsibilities before testing.

- a) Serve as primary contact with MDE regarding policy and procedure questions related to test administration.
- b) Read and complete the *Assurance of Test Security and Non-Disclosure*.
- c) Confirm all staff who handle test materials, administer tests, or have access to secure test content have completed the *Assurance of Test Security and Non-Disclosure*.
 - 1) Maintain the completed *Assurance of Test Security and Non-Disclosure* for two years after the end of the academic school year in which testing took place.
- d) Review with all staff the *Assurance of Test Security and Non-Disclosure* and their responsibilities thereunder.
- e) Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
- f) Establish district testing schedule within the testing windows specified by the MDE and service providers.
- g) Prepare testing conditions, including user access to service provider websites, preparing readiness for online testing, preparing a plan for tracking which students test on which computers or devices, ensure accommodations are indicated as necessary, providing students with opportunity to become familiar with test format, item types, and tools prior to test administration; establishing process for inventorying and distributing secure test materials where necessary; preparing procedures for expected and unexpected situations occurring during testing; planning for addressing technical issues while testing; identify staff who will enter student responses from paper accommodated test materials and scores from MTAS administration online.
- h) Train school assessment coordinators, test monitors, MTAS test administrators, and ACCESS (test for English language learners) and Alternate ACCESS test administrators.
 - 1) Provide training on proper test administration and test security (Pearson's Training Management System).
 - 2) Verify staff complete any and all test-specific training.
- i) Maintain security of test content, test materials, and record of all staff involved.
 - 1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
 - 2) Organize secure test materials for online administrations and keep them secure.
 - 3) Define chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
- j) Confirm that all students have appropriate test materials.

2) Responsibilities on testing day(s).

- a) Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and policies and procedures.
- b) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- c) Contact the MDE assessment contact within 24 hours of a security breach and submit the *Test Security Notification* in Test WES within 48 hours.
- d) Address invalidations and test or accountability codes.

3) Responsibilities after testing.

- a) Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
- b) Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
- c) Return secure test materials as outlined in applicable manuals and resources.
- d) Collect security documents and maintain them for two years from the end of the academic school year in which testing took place.
- e) Review student assessment data and resolve any issues.
- f) Distribute Individual Student Reports no later than fall parent/teacher conferences.

C. School Principal

1) Responsibilities before testing.

- a) Designate a school assessment coordinator and technology coordinator for the building.
- b) Be knowledgeable about proper test administration and test security as outlined in manuals and directions.
- c) Read and complete the *Assurance of Test Security and Non-Disclosure*.
- d) Communicate the importance of test security and expectation that staff will keep test content secure and act with honesty and integrity during test administration.

- e) Provide adequate secure storage space for secure test materials before, during, and after testing until they are returned to the service provider or securely disposed of.
- f) Ensure adequate computers and/or devices are available and rooms appropriately set up for online testing.
- g) Verify that all test monitors and test administrators receive proper training for test administration.
- h) Ensure students taking specified tests have opportunity to become familiar with test format, item types, and tools prior to test administration.
- i) Include the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form in the student handbook.

2) Responsibilities on testing day(s).

- a) Ensure that test administration policies and procedures and test security requirements in all manuals and directions are followed.
- b) Fully cooperate with MDE representatives conducting site visits or MTAS audits.

3) Responsibilities after testing.

- a) Ensure all secure test materials are collected, returned, and/or disposed of securely as required in any manual.
- b) Ensure requirements for embargoed final assessment results are followed.

D. School Assessment Coordinator

1) Responsibilities before testing.

- a) Implement test administration and test security policies and procedures.
- b) Read and complete the *Assurance of Test Security and Non-Disclosure*.
- c) Ensure all staff who handle test materials, administer tests, or have access to secure test content read and complete the *Assurance of Test Security and Non-Disclosure*.
- d) Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
- e) Prepare testing conditions, including the following: schedule rooms and computer labs; arrange for test monitors and administrators; arrange for additional staff to assist with unexpected situations; arrange for technology staff to assist with technical issues; develop a plan for tracking which students test on which computers or devices; plan seating arrangements for students; ensure preparations are completed for Optional Local Purpose Assessment (OLPA), Minnesota Comprehensive Assessment (MCA), and ACCESS online testing; ensure accommodations are properly reported; confirm how secure paper test materials will arrive and quantities to expect; address accommodations and specific test administration procedures; determine staff who will enter the student responses from paper accommodated test materials and scores from MTAS administrations online.
- f) Train staff, including all state-provided training materials, policies and procedures, and test-specific training.
- g) Maintain security of test content and test materials.
 - 1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
 - 2) Organize secure test materials for online administrations and keep them secure.
 - 3) Follow chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
 - 4) Identify need for additional test materials to district assessment coordinator.
 - 5) Provide MTAS student data collection forms if necessary.
 - 6) Distribute applicable ACCESS and Alternate ACCESS *Test Administrator Scripts* and *Test Administration Manuals* to test administrators so they can become familiar with the script and prepare for test administration.
 - 7) Confirm that all students taking ACCESS and Alternate ACCESS have appropriate test materials and preprinted student information on the label is accurate.

2) Responsibilities on testing day(s).

- a) Distribute materials to test monitors and ACCESS test administrators and ensure security of test materials between testing sessions and that district procedures are followed.
- b) Ensure *Test Monitor and Student Directions* and *Test Administrator Scripts* are followed and answer questions regarding same.
- c) Fully cooperate with MDE representatives conducting site visits or MTAS audits, as applicable.
- d) Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and test administration policies and procedures.
- e) Report testing irregularities to district assessment coordinator using the *Test Administration Report*. [Note: This form is included in the 614 Form file of the Policy Reference Manual.]

- f) Report security breaches to the district assessment coordinator as soon as possible.
- g) Responsibilities after testing.
- h) Ensure that all paper test materials are kept locked and secure and security checklists completed.
- i) Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
- j) Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
- k) Return secure test materials as outlined in applicable manuals and resources.
- l) Prepare materials for pickup by designated carrier on designated date(s). Maintain security of all materials.
- m) Ensure requirements for embargoed final assessment results are followed.

E. Technology Coordinator

- 1) Ensure that district is prepared for online test administration and provide technical support to district staff.
- 2) Acquire all necessary user identifications and passwords.
- 3) Read and complete the *Assurance of Test Security and Non-Disclosure*.
- 4) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- 5) Attend district training and any service provider technology training.
- 6) Review, use, and be familiar with all service provider technical documentation.
- 7) Prepare computers and devices for online testing.
- 8) Confirm site readiness.
- 9) Provide all necessary accessories for testing, technical support/troubleshooting during test administration and contact service provider help desks as needed.

F. Test Monitor

1) Responsibilities before testing.

- a) Read and complete the *Assurance of Test Security and Non-Disclosure*.
- b) Attend trainings related to test administration and security.
- c) Complete required training course(s) for tests administering.
- d) Be knowledgeable about how to contact the school assessment coordinator during testing, where to pick up materials on day of test, and plan for securing test materials between test sessions.
- e) Be knowledgeable regarding student accommodations.
- f) Remove or cover any instructional posters or visual materials in the testing room.

2) Responsibilities on testing day(s).

- a) Before test.
 - 1) Receive and maintain security of test materials.
 - 2) Verify that all test materials are received.
 - 3) Ensure proper number of computers/devices or paper accommodated test materials are present.
 - 4) Verify student testing tickets and appropriate allowable materials.
 - 5) Assign numbered test books to individual students.
 - 6) Complete information as directed.
 - 7) Record extra test materials.
- b) During test.
 - 1) Verify that students are logged in and taking the correct test or using the correct grade-level and tier test booklet for students with paper accommodated test materials.
 - 2) Follow all directions and scripts exactly.
 - 3) Follow procedures for restricting student access to cell phones and other electronic devices, including wearable electronic devices.
 - 4) Stay in testing room and remain attentive during entire test session. Practice active monitoring by circulating throughout the room during testing. *[Note: School districts may allow test monitors to use their cell phones only to alert other staff of issues. If allowed, the school district should train the test monitors on proper and improper use.]*
 - 5) Be knowledgeable about responding to emergency or unusual circumstances and technology issues.
 - 6) Do not review, discuss, capture, email, post, or share test content in any format.
 - 7) Ensure all students have been provided the opportunity to independently demonstrate their knowledge.
 - 8) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
 - 9) Document the students who tested with the test monitor and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.)
 - 10) Document students who require a scribe or translated directions or any unusual circumstances and report to school assessment coordinator.

- 11) Report any possible security breaches as soon as possible.
- c) After test.
 - 1) Follow directions and scripts exactly.
 - 2) Collect all materials and keep secure after each session. Upon completion return to the school assessment coordinator.
 - 3) Immediately report any missing test materials to the school assessment coordinator.

G. MTAS Test Administrator

1) Responsibilities before testing.

- a) Read and complete the *Assurance of Test Security and Non-Disclosure*.
- b) Attend trainings related to test administration and security.
- c) Complete required training course(s) for tests administering.
- d) Be knowledgeable as to when and where to pick up MTAS materials and the school's plan for keeping test materials secure.
- e) Prepare test materials for administration, including objects and manipulatives, special instructions, and specific adaptations for each student.

2) Responsibility on testing day(s).

- a) Before the test.
 - 1) Maintain security of materials.
 - 2) Confirm appropriate MTAS materials are available and prepared for student.
 - 3) During the test.
 - 4) Administer each task to each student and record the score.
 - 5) Be knowledgeable about how to contact the district or school assessment coordinator, if necessary, and responding to emergency and unusual circumstances.
 - 6) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
 - 7) Document and report any unusual circumstances to district or school assessment coordinator.
- b) After the test.
 - 1) Keep materials secure.
 - 2) Return all materials.
 - 3) Return objects and manipulatives to classroom.
 - 4) Enter MTAS scores online or return data collection forms to the district or school assessment coordinator.

H. MARSS Coordinator

1) Responsibilities before testing.

- a) Confirm all eligible students have unique state student identification (SSID) or MARSS numbers.
- b) Ensure English language and special education designations are current and correct for students testing based on those designations.
- c) Submit MARSS data on an ongoing basis to ensure accurate student demographic and enrollment information.

2) Responsibilities after testing.

- a) Ensure accurate enrollment of students in schools during the accountability windows.
- b) Ensure MARSS identifying characteristics are correct, especially for any student not taking an accountability test.
- c) Work with district assessment coordinator to edit discrepancies during the Post-test Edit window in Test WES.

I. Any Person with Access to Test Materials

Read and complete the *Assurance of Test Security and Non-Disclosure*.

IV. TEST SECURITY

- A. Test Security Procedures will be adopted by school district administration.

[Note: A sample procedure that has been approved by MDE is included in the 614 Form file of the Policy Reference manual.]
- B. Students will be informed of the following:
 - 1) The importance of test security;
 - 2) Expectation that students will keep test content secure;
 - 3) Expectation that students will act with honesty and integrity during test administration;
 - 4) Expectation that students will not access cell phones, wearable technology (e.g., smart watches, fitness trackers), or other devices that can electronically send or receive information. The test of a student who wears a device during testing must be invalidated. If a student completes testing and then accesses a cell phone or other prohibited device

(including wearable technology), the school district must take further action to determine if the test should be invalidated, rather than automatically invalidating the test.

- 5) Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.
- C. Staff will be informed of the following:
- 1) Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.
 - 2) Other contact information and options for reporting security concerns.

V. REQUIRED DOCUMENTATION FOR PROGRAM AUDIT

- A. The school district shall maintain records necessary for program audits conducted by MDE. The records must include documentation consisting of the following:
- 1) Signed *Assurance of Test Security and Non-Disclosure* forms must be maintained for two years after the end of the academic year in which the testing took place.
 - 2) School district security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place
 - 3) School security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
 - 4) Test Monitor Test Materials Security Checklist provided for each group of students assigned to a test monitor must be maintained for two years after the end of the academic school year in which testing took place. *[Note: This form is included in the 614 Form file of the Policy Reference Manual.]*
 - 5) School district test monitor tracking documentation must be maintained for two years after the end of the academic year in which the tracking took place.
 - 6) ACCESS and Alternate ACCESS Packing List and Security Checklist provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
 - 7) Documentation of school district staff training on test administration and test security must be maintained for two years after the end of the academic school year in which testing took place.
 - 8) *Test Security Notification* must be maintained for two years after the end of the academic school year in which testing took place.
 - 9) *Test Administration Report* must be maintained for one year after the end of the academic school year in which testing took place.
 - 10) Record of staff trainings and test-specific trainings must be maintained for one year after the end of the academic year in which testing took place.

Legal References: Minn. Stat. § 13.34 (Examination Data)

Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.36, Subd. 2 (Adequate Yearly Progress)
Minn. Rules Parts 3501.0010 - 3501.0180 (Graduation Standards - Mathematics and Reading) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
Minn. Rules Parts 3501.0200 - 3501.0290 (Graduation Standards - Written Composition) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

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

Independent School District #361

Independent School District #361 offers a variety of vocational as well as academic opportunities through the Business Education, Industrial Technology, and Family and Consumer Science Departments. The purpose of this notice is to inform students, parents, employees and the general public that these opportunities are offered regardless of race, color, national origin, sex or disability. Admission in the specific courses is determined by grade level, and/or completion of prerequisite classes. A complete listing of career, educational, and technology course offerings such as: Desktop Publishing, Woodworking, Welding, and Life Skills and Parenting can be found in the Curriculum Guide on the website: www.isd361.k12.mn.us.

The district has designated the following individuals to coordinate compliance with Section 504 of the Rehabilitation Act of 1973 and Title IX of the Education Amendments Act of 1972.

Section 504 Officers

Grades K-5: Melissa Tate, FES Principal (Marc Glowack, alternate)

Grades 6-12: Marc Glowack, FHS Dean of Students (Melissa Tate, alternate)

Title IX Officer

Kevin Grover, Superintendent (Timothy Everson, alternate)

Human Rights Officer

Timothy Everson, FHS Principal (Melissa Tate, alternate)

Contact Numbers: (218) 283-2571

Kevin Grover – Extension 1112

Marc Glowack – Extension 1110

Timothy Everson – Extension 1104

Melissa Tate – Extension 1232

Mailing Address:

1515 11th Street
International Falls, MN 56649

For further information on non-discrimination or to obtain the address or the phone number of the Office of Civil Rights Enforcement that serves your area, call 1-800-421-3481.



THE MCDOWELL AGENCY, INC
background screening

USER CERTIFICATION
As Required by the Federal Fair Credit Reporting Act and its State Analogues
AND CLIENT SERVICES AGREEMENT

This Certification/Agreement is made by and between The McDowell Agency, Inc. (MCDOWELL) and the CLIENT named below:

THE MCDOWELL AGENCY, INC.

1101 North Snelling Avenue
St. Paul, MN 55108

Phone: 651-644-3880

1-877-644-3880

Fax: 651-644-3877

Email: admin@mcdownellagency.com

www.mcdownellagency.com

CLIENT'S FULL LEGAL

BUSINESS NAME: _____

Headquarters' Address: _____

City, State, Zip: _____

Headquarters' Main

(Published) Phone Number: _____

Fax: _____

Email: _____

Website: _____

Nature of Client's

Business/Industry: _____

1. CLIENT desires to purchase Employment Screening Products and related services from MCDOWELL, including but not limited to Background Investigations. CLIENT acknowledges:

- A. MCDOWELL is defined as a "Consumer Reporting Agency" by the U.S. Federal *Fair Credit Reporting Act (FCRA)*, 15 U.S.C. 1681, et seq. as amended, and its State analogues.
- B. Employment Screening Reports provided by MCDOWELL, purchased and used by CLIENT are defined as "Consumer Reports" or "Investigative Consumer Reports" (Consumer Reports) by the FCRA.
- C. By using the services of MCDOWELL, CLIENT is considered a "User" of Consumer Reports under the FCRA and must comply with the FCRA.

2. CLIENT and MCDOWELL agree to bear their respective responsibilities as defined in the FCRA, its State analogues, the Federal Drivers Privacy Protection Act, and all applicable Federal and State and International laws and regulations relating to Consumer Reports. CLIENT agrees to order and use Consumer Reports in full compliance with the FCRA and, therefore, makes the following certifications as required in the FCRA:

- A. CLIENT agrees the information in Consumer Reports provided by MCDOWELL will not be used in violation of any applicable Federal or State and International law, including but not limited to equal employment opportunity laws or regulations.
- B. CLIENT agrees Consumer Reports will be ordered only when intended for **employment purposes** and will not be used for any other purpose/s. **CLIENT specifically agrees not to sell, assign, or otherwise transfer any information or portions of information obtained pursuant to this Certification/Agreement to any third party.** CLIENT agrees that distribution and review of all Consumer Reports, whether oral or written will be limited to those with a legitimate business need for the information, or as permitted and required by law.
- C. Unless CLIENT suspects misconduct relating to employment or compliance with Federal, State, or local laws, CLIENT agrees to:
 1. Notify each "applicant for employment or continued employment" (Consumer) in a clear and conspicuous disclosure a Consumer Report will be obtained. Such disclosure will be made in writing before the Consumer Report is ordered and the disclosure will be made in a document consisting solely of the disclosure or the disclosure and authorization.

The McDowell Agency, Inc.
1101 North Snelling Avenue St. Paul, Minnesota 55108
Telephone: (651) 644-3880 Toll Free: (877) 644-3880 Fax: (651) 644-3877



THE MCDOWELL AGENCY, INC
background screening

2. Obtain a signed authorization from every person on whom a Consumer Report will be ordered and upon request provide a copy of the authorization to MCDOWELL. CLIENT agrees this authorization will be signed and in CLIENT'S possession **before** MCDOWELL is directed to prepare a Consumer Report.
- D. CLIENT agrees that if adverse employment action is to be taken, based either in whole or part on information provided by MCDOWELL in a Consumer Report, CLIENT will comply with adverse action requirements as defined in the FCRA.
- E. CLIENT acknowledges receipt of "Notice to Users of Consumer Reports: Obligations of Users under the FCRA" as prepared by the Federal Trade Commission. A copy of this notice is provided at the end of the Certification/Agreement.
- F. CLIENT and MCDOWELL acknowledge every Consumer Report provided to a Consumer must include "A Summary of Your Rights under the Fair Credit Reporting Act," hereinafter referred to as "Consumer Rights." By initialing below:

_____ CLIENT relieves MCDOWELL of responsibility of attaching Consumer Rights to each Consumer Report provided to CLIENT. CLIENT agrees to attach to each Consumer Report received from MCDOWELL a copy of Consumer Rights whenever providing a copy of Consumer Report to Consumer.
3. **If employment is in California.** CLIENT acknowledges specific requirements imposed by *California Investigative Consumer Reporting Agencies Act* and, unless CLIENT has reason to believe Consumer is or has been engaged in criminal activity likely to result in loss to CLIENT or CLIENT has reasonable suspicion of other wrongdoing on part of Consumer, CLIENT agrees to:
 - A. Make the applicable disclosures to the Consumer and obtain authorization from the Consumer as required by California Civil Code 1786.16 each time a Consumer Report is requested, and
 - B. Provide the Consumer a means by which the Consumer may indicate on a written form, by means of a check box, that the Consumer wishes to receive a copy of any Consumer Report that is prepared, and
 - C. Comply with California Civil Code 1786.40 if adverse action is taken.
4. CLIENT acknowledges special requirements are imposed by some **States Department of Motor Vehicles**. If requesting driving records as part of a Consumer Report, CLIENT agrees to obtain a signed (not electronically) authorization containing the term "driving records." If the authorization is not provided to MCDOWELL at time of order, CLIENT agrees to retain authorization for five (5) years and to provide a copy of authorization to MCDOWELL upon request.
5. CLIENT acknowledges special requirements are imposed by **credit bureaus**. If CLIENT requests Consumer Reports that include consumer credit information and/or residential history (commonly referred to as "Trace" or "Header" information) linked to a Consumer's Social Security Number (SSN), CLIENT acknowledges credit bureaus report information as supplied by third party sources and the credit bureaus do not guarantee accuracy of information. CLIENT therefore agrees to:
 - A. Make no employment decisions based solely on credit bureau alerts/warning regarding addresses and/or SSN.
 - B. Ensure security programs and appropriate access requirements are in place to prevent unauthorized ordering, accessing and/or unauthorized viewing of consumer information; to inform all accessing employees that they may not access their personal information, information of friends and/or relatives, or any other person unless it is specifically for employment purposes of CLIENT.
 - C. Release and indemnify the credit bureau from all liability to the extent such liability is limited to direct damages and directly attributable to CLIENT'S unauthorized access, improper use, or improper reliance on consumer credit information.
6. As part of the services provided to CLIENT, MCDOWELL makes available on a best-effort basis its Internet-based services, the features and functions of which may change from time to time as determined solely by MCDOWELL. CLIENT is under no obligation to use the Internet-based services; however, the use of the Internet-based services does not in any way alter the legal responsibilities of the CLIENT, particularly those imposed by the FCRA.



THE MCDOWELL AGENCY, INC
background screening

- A. CLIENT and MCDOWELL agree that all CLIENT IDs, passwords, and access information will be kept confidential and distribution will be limited to those with a legitimate business need to know. CLIENT further agrees to prevent, as reasonably practical, unauthorized viewing of consumer information through the Internet-based services.
 - B. CLIENT agrees to notify MCDOWELL when CLIENT requires enabling or disabling of one or more CLIENT IDs and Passwords to access the Internet-based services. If an Internet user leaves the employ of CLIENT, CLIENT acknowledges that until a written request to disable a password is made of MCDOWELL, any previously issued CLIENT IDs and Passwords remain active and will permit access to the Internet-based services. CLIENT is fully liable for any and all actions of CLIENT's representative until CLIENT requests a password be disabled.
 - C. MCDOWELL and/or CLIENT shall not be liable for any CLIENT Consumer Report information being disclosed as a result of a party accessing MCDOWELL's or CLIENT's computer system/s without either party's authority (i.e., hackers).
 - D. CLIENT acknowledges that the Internet-based service is the sole property of MCDOWELL and that no title to, or ownership of, any software is transferred to CLIENT.
7. CLIENT and MCDOWELL acknowledge that under Federal law, Consumer Reports may be provided only to legitimate business entities. Unless CLIENT is a recognized national or regional entity, MCDOWELL or their representative may conduct a physical inspection of CLIENT premises, such inspection to be non-intrusive in nature, exclude any confidential information and secured areas, and whose purpose is solely to verify CLIENT is a business enterprise. MCDOWELL may also request CLIENT'S business license or other form/s of identification before service may commence. CLIENT is not obligated to permit inspection and/or provide information; however, MCDOWELL reserves the right not to provide Consumer Reports to CLIENT in such circumstances.
8. All products and services made available to CLIENT are furnished by MCDOWELL subject to the conditions that there will be no abuse, fraudulent activity, or illegal use of such products and services.
9. Without limiting any of the foregoing, CLIENT acknowledges it has had an opportunity to consult with its own legal counsel regarding the laws and regulations applicable to this Certification/Agreement and is solely responsible for its compliance therewith.
10. CLIENT agrees this Certification/Agreement applies to all Consumer Reports made by MCDOWELL to CLIENT regardless of which office of CLIENT requests and/or receives such reports. CLIENT further agrees no changes in this Certification/Agreement may be made except by written consent of an authorized agent of MCDOWELL and an authorized agent of CLIENT.

IN WITNESS WHEREOF, the parties have caused this Certification/Agreement to be signed by their respective duly authorized representatives as of the day and year shown.

BY: **THE MCDOWELL AGENCY, INC.**

CLIENT

Signature, Authorized Representative

Signature, Authorized Representative

Printed Name

Printed Name

Title

Date

Title

Date

The McDowell Agency, Inc.
1101 North Snelling Avenue St. Paul, Minnesota 55108
Telephone: (651) 644-3880 Toll Free: (877) 644-3880 Fax: (651) 644-3877



THE MCDOWELL AGENCY, INC
background screening

THE MCDOWELL AGENCY, INC.
ONLINE SERVICE AGREEMENT : Accessing Reports through Internet

THIS CONTRACT IS MADE AND ENTERED INTO AS OF _____ BY _____ (CLIENT) AND THE MCDOWELL AGENCY, INC. AND SETS FORTH THE TERMS AND CONDITIONS BY WHICH CLIENT SHALL BE AN AUTHORIZED USER OF THE MCDOWELL AGENCY, INC.'S ONLINE SERVICE.

THE SERVICE

The Service is an internet-based online service provided and maintained by The McDowell Agency, Inc., permitting Client to request and receive consumer reports using the internet as a mode of communication between Client and The McDowell Agency, Inc., or to obtain information necessary to prepare consumer reports by accessing online content provided by The McDowell Agency, Inc. The content, services, programs and hours of operation of the Service may be expanded, restricted, updated or otherwise changed by The McDowell Agency, Inc. in its sole discretion at any time.

PROPRIETARY RIGHTS

All content included on the Service is property of third party publishers or The McDowell Agency, Inc., is provided subject to this Agreement, and is protected by copyright and other laws relating to proprietary rights. All software used on the Service is the property of The McDowell Agency, Inc. or its software suppliers and is protected by copyright and other laws relating to proprietary rights. The McDowell Agency Inc. and its content providers and software suppliers retain all rights in their respective properties worldwide. Nothing in this Subscriber Agreement is intended to convey rights of third parties other than those granted to The McDowell Agency, Inc. in its license agreements with third parties.

PASSWORDS; RESPONSIBILITY FOR ISSUANCE AND USE

Client shall issue a separate Password to each employee authorized by Client to use The McDowell Agency, Inc.'s online Service on Client's behalf. Client shall require that its employees will not share, disclose or transfer their Passwords to any other parties. Client shall notify The McDowell Agency, Inc. whenever it issues or changes a Password. Issuance of Passwords and security of Passwords shall be the sole responsibility of Client. Client represents that, to protect its confidential information and that of The McDowell Agency, Inc., Passwords will be provided only to authorized employees or agents. Client shall train such authorized employees or agents in the proper use of the Service and the information provided by The McDowell Agency, Inc. to Client. Client agrees not to share, disclose or transfer its Password(s) with or to any third party. If Client believes that the security of its Password(s) has been breached, Client must promptly notify The McDowell Agency, Inc. of the breach. Client is responsible for ensuring that all use of the Service under Client's User Name and Password complies with this Agreement, and Client agrees to indemnify and hold The McDowell Agency, Inc. and its respective affiliates, agents, employees, directors and suppliers harmless against any damages, costs or expenses arising out of Client's improper use of the Service and the use by others of the Service under Client's User Name and under Password(s) issued to Client. Client further agrees to notify The McDowell Agency, Inc. whenever one of its employees, for whom a Password has been issued, leaves the employ of Client. The McDowell Agency, Inc. will cancel that employee's password within one business day after receipt of notice. The McDowell Agency, Inc. reserves the right, in its sole discretion, to change or cancel a Password whenever it deems it necessary to protect the security of the Service or other authorized users of the Service.



THE MCDOWELL AGENCY, INC

background screening

RIGHT TO TERMINATE

Either The McDowell Agency, Inc. or Client may terminate this Agreement, and thereby Client's access to the Service, at any time for any reason upon written notice to the other party. Termination shall not affect Client's obligation for use of the Service prior to termination.

CLIENT'S REPRESENTATIONS

Client represents and warrants The McDowell Agency, Inc. to the following:

1. Client shall access the service for legitimate business purposes only. Client acknowledges and agrees that the use of the Service and disclosure of information and content (including the preparation and use of Consumer Reports and Investigative Consumer Reports) obtained through use of the Service shall be in full compliance with Client's obligations under applicable law and regulation, including, without limitation, the Federal Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) as the same shall be amended from time to time.
2. Any information obtained by The McDowell Agency, Inc. for Client or obtained by Client through use of The McDowell Agency, Inc.'s online service will be used only one time, and only by or on behalf of Client.
3. Client's nature of business is (describe below)

Client is not, nor is Client affiliated with, a private detective agency, law firm, security service, investigator, lawyer, attorney at law, a police officer or department, a credit repair clinic or similar entity which offers to improve a consumer's credit report, a member of the media, or a reseller of consumer credit information.

4. Any actual or suspected breach or compromise of security measures to protect Client's Passwords and the unauthorized use or dissemination of information obtained by Client from The McDowell Agency, Inc. will be reported to The McDowell Agency, Inc. as soon as Client learns of the suspected breach or compromise of security measures.

LIMITATION ON LIABILITY

IN NO EVENT SHALL THE MCDOWELL AGENCY, INC. OR ITS RESPECTIVE AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS OR SUPPLIERS (INCLUDING CONTENT PROVIDERS) BE LIABLE TO YOU, OR ANYONE CLAIMING THROUGH YOU, FOR (1) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR (2) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE, THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR THE CONTENT ACCESSIBLE THROUGH THE SERVICE, EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. YOU AGREE THAT THE LIABILITY OF THE MCDOWELL AGENCY, INC. AND ITS RESPECTIVE AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS AND SUPPLIERS (INCLUDING, WITHOUT LIMITATION, CONTENT PROVIDERS) HEREUNDER IS LIMITED SOLELY TO YOUR DIRECT DAMAGES AND IN NO EVENT SHALL IT EXCEED THE AMOUNT OF ERRORS AND OMISSIONS INSURANCE, IF ANY, PROVIDING COVERAGE FOR THE MCDOWELL AGENCY, INC.'S LIABILITY TO CLIENT.



THE MCDOWELL AGENCY, INC

background screening

Governing Law

This agreement will be governed by and construed under the laws of the state of Minnesota, U.S.A.

THIRD-PARTY SITES

The McDowell Agency, Inc. may provide links to third-party Web sites. Some of the content appearing on The McDowell Agency, Inc.'s site may, in fact, be supplied by third parties (including databases maintained by governmental entities). The McDowell Agency, Inc. has no responsibility for these third-party Web sites, which are governed by the Terms of Use and privacy policies, if any, of the applicable third-party content providers.

DISCLOSURE OF INFORMATION ABOUT CLIENT

Client acknowledges and agrees that the information provided by The McDowell Agency, Inc. may be made available through third party providers and databases. The terms of service between The McDowell Agency, Inc. and such third party providers may require The McDowell Agency, Inc. to provide information about Client and its use of the information provided by the McDowell Agency, Inc., including without limitation, Client's name, address, telephone number, Client's codes or Passwords and such other information as The McDowell Agency, Inc. may be required to provide in accordance with any terms of service agreements to which The McDowell Agency, Inc. is a party.

MISCELLANEOUS

Nothing in this Agreement shall require Client to use The McDowell Agency, Inc.'s online Service and Client shall remain free to obtain The McDowell Agency, Inc.'s services, including consumer reports, through other communication methods. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in effect and the invalid provision shall be deemed amended to the extent necessary to make it valid while still giving effect to the agreement of the parties. No waiver or amendment of this Agreement shall be binding on either party unless it is in writing and is signed by an authorized official of The McDowell Agency, Inc. and Client. Notices or questions to The McDowell Agency, Inc. shall be made by electronic mail addressed to admin@mcdowellagency.com or by conventional mail at our address set forth below.

ARBITRATION

The parties agree that any claim or dispute between them or against any agent, employees, successor, or assign of the other, whether related to this agreement or otherwise, and any claim or dispute related to this agreement or the relationship or duties contemplated under this licensing agreement, including the validity of this arbitration clause, shall be resolved by binding arbitration by the American Arbitration Association, under Code of Procedure then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The agreement shall be interpreted under the Federal Arbitration Act.

EXHIBITS

The following are executed concurrently with this Subscriber Agreement and made part hereof:



The McDowell Agency, Inc.
1101 North Snelling Avenue
St. Paul, Minnesota 55108
Telephone: (651) 644-3880
Toll Free: (877) 644-3880
Fax: (651) 644-3877

MASA Recommended Packages & Product Descriptions

Basic Criminal Package–Employees

\$41

- Social Security/Address Trace
- Minnesota BCA
- County Criminal Record Check (All counties of residence previous 7 years)*
- National Sex Offender Registry
- USA Criminal Index**

Basic Criminal Package - Volunteers

\$20

- Social Security/Address Trace
- Minnesota BCA
- County Criminal Record Check (current county of residence)
- National Sex Offender Registry
- USA Criminal Index**

Social Security Number Validation/Address Trace

Verifies the candidate's Social Security Number. In addition, this verification may identify home addresses that the candidate failed to disclose.

Fee: \$5.00 (per name)

USA Criminal Index

The USA Criminal Index contains information on convicted felons, individuals that are or have been under the supervision of a State Department of Corrections and some individuals convicted of misdemeanors. The most comprehensive national criminal index available, covering all 50 states and the District of Columbia. The Index contains almost 600 million criminal records nationwide. . If a criminal record is found an additional county criminal record check is required by the Fair Credit Reporting Act (FCRA) before an adverse hiring decision can be made.

Fee: \$12.00 (per name)

County Criminal Records*

Search for criminal history on the candidate, if any, within the chosen county. Information may include case number, date filed, charges, disposition date, disposition and sentence. This is the most current, accurate source of criminal records.

Fee: \$10.00 (per name/per county)

National Sex Offender Registry

The most complete National Sex Offender Registry contains information on convicted sex offenders. The most up-to-date Sex Offender Registry available includes data from all 50 states and the District of Columbia. The Registry contains over 525,000 records nationwide.

Fee: \$3.00 (per name)

Minnesota BCA

Contains public data maintained by the Minnesota Bureau of Criminal Apprehension. Data on criminal convictions is public for 15 years following the completion of the sentence. Public information includes: offense, court of conviction, dates of the conviction and sentence information.

Fee: \$5.00 (per name)

Driving Record

Provides a record of the candidate's driving history. Information may include traffic violations, license type, current status, issue date, expiration date and restrictions. Duration of records vary from state to state.

Fee: Minnesota \$10.00 (per name)

Fee: Non – Minnesota varies by state

Employment Verification**

Verifies with past employers the positions held by the candidate, salary or wage history and dates of employment.

Fee: \$12.00 (per name/per employer)

Professional License Verification

Verify license date of issue, current status, actions and/or complaints. This is conducted with the appropriate licensing authority.

Fee: \$12.00 (per name/per license)

Academic Verification*

Verifies the candidate's attendance at educational institutions and includes the major and minor courses of study, type of degree, degree earned, date of issue and honors.

Fee: \$12.00 (per name/per institution)

Credit Reports

TransUnion Credit Reports draw information from the TransUnion database, which maintains credit histories on approximately 500 million consumers and businesses worldwide. The database is updated, audited and monitored on a regular basis. As a result, you can count on current, comprehensive information when evaluating the financial responsibility of an applicant. Prior to ordering a credit report a one-time inspection fee of \$125.00 is required.

Fee: \$15.00 (per name)

One time credit inspection fee: \$125.00

U.S. Federal Court Records

Search the candidate's background for evidence of a civil, criminal or bankruptcy proceeding within the appropriate Federal District.

Fee: \$15.00 (per name/per district)

Terrorist and Fugitive List

The Homeland Security Search provides a direct search of 34 National and International Terrorist and Fugitive Lists. This search provides an affordable search to ensure that their applicants are not listed on any of the many terrorist and fugitive watch lists that are available in today's heightened security environment.

Fee: \$4.00 (per name)

* Prices with * excludes fees charged by Courts, Court services, States, State Researchers, Educational Institutions or Employment Verification Services – these fees will be charged in addition to the package price.

** If a criminal record is found an additional county criminal record check is required by the Fair Credit Reporting Act (FCRA) before an adverse hiring decision can be made.

**INTERNATIONAL FALLS PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #361**

**BOARD POLICY 534
Unpaid Meal Charges**

Adopted ___ By Reference ___

Revised: March 16, 2020, February 11, 2021, August 16, 2021

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The goal of Independent School District No. 361 is to provide nutritious meals to students to promote healthy eating habits and enhance learning, as well as, maintain the financial integrity of the National School Breakfast and Lunch program and eliminate stigmatization of children who are unable to pay meal charges.
- B. It is the policy of Independent School District No. 361 to offer breakfast and lunch meals that meet state and federal regulations.
- C. The school district receives school lunch aid under Minn. Stat. § 124D.111, therefore, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- D. Families may apply for free/reduced price meals any time during the school year. Meal applications are distributed to all families in the school district prior to the start of the school year, and are included in enrollment packets. Meal applications are also available at the both school offices and on the district website. If household income or size change, families can apply for meal benefits anytime during the school year.

Parent(s) or guardian(s) are responsible for meal charges prior to qualifying for meal benefits. Families who qualify for meal benefits are required each school year to complete a new meal application form. District staff will work diligently with parents in this process, however, it is the parent/guardian responsibility to ensure they

complete and respond to the annual meal application notification which is sent in August of each school year. A parent/guardian who loses their meal benefit is responsible for meal charges until such time they requalify for meal benefits.

III. PAYMENT OF MEALS

- A. All meal purchases are to be prepaid before meal service begins. Students are assigned a meal account when they enroll in International Falls Public Schools. It is the parent/guardians responsibility to make sure adequate funds are available in their student(s) account each day for breakfast and/or lunch. It is recommended to have at least a week's worth of meals prepaid in the student's account.
- B. Parent(s) or guardian(s) can manage their student(s) meal accounts through online access via Skyward Family Access. The link for Skyward Family Access is found on the district website at www.isd361.k12.mn.us under "Quick Links" then select "Skyward Portal". Family Access allows parent(s) or guardian(s) the ability to:
1. View meal account balances
 2. Make payments to student account(s)
 3. Set a low balance message
 4. View student meal account purchases

If parent(s) or guardian(s) do not have a user name setup for Skyward Family Access they can contact the school office to have this setup.

- C. Student meal account payments can be made as follows:
1. Pay by credit or debit card online through Skyward Family Access or via ISD 361 web store offered through RevTrak. The link to either system is located on district website under "Quick Links". There is a \$1 transaction fee applied to all online payments.
 2. Send cash or check with student to school.
 3. Mail or drop off cash or check to your student's school.
 4. By setting up reoccurring payments:
 - a) Reoccurring payments allow parent(s) or guardian(s) to set a minimum meal account balance which will trigger an automatic payment to the student(s) account. An email notification is sent to the parent(s) or guardian(s) each time a payment is made.
 - b) To setup reoccurring payments go to ISD 361 web store: Log into personal account then setup reoccurring payments for each student. At the end of school year remove the reoccurring payment option on your account.
 - c) If parent(s) or guardian(s) do not have a web store account setup they can contact the school office to have this setup.
- D. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the student's accounts.

- E. Transferring of funds between student sibling accounts requires the approval of the parent or guardian. Graduating senior student account balances will be automatically transferred to a sibling at the end of school year.
 - 1. Parent(s) or guardian(s) with graduating students will be requested to advise the school office if they want their positive senior students account balance refunded, or transferred to the districts meal donation account.

IV. MEAL ACCOUNT PURCHASES

Students may purchase meals or ala carte items when funds have been deposited into their meal account.

- A. Kindergarten Breakfast: All kindergarten students qualify to receive one free breakfast each day school is in session. Kindergarten students are always eligible for free breakfast regardless of unpaid meal account balance.
- B. Free/Reduced Breakfast and Lunch Meals: Students who qualify for free/reduced meal benefits will receive the first breakfast and/or lunch meal at no charge. Students eligible for free/reduced meals will always be served a first (1st) quantity breakfast and/or lunch meal regardless of unpaid food service accounts.
- C. Full Paid Breakfast and Lunch Meals: Students who pay the full price for breakfast and lunch meals are required to prepay for those meals prior to being served. When a student who is full paid has “cash in hand” to pay for first meal, the student will be served a first meal regardless of unpaid meal account balance. The “cash in hand” will not be applied towards past due meal account balances.
- D. Ala Carte Purchases: The Falls High School cafeteria offers ala carte items for purchase. Students will not be allowed ala carte purchases if their meal account does not have a prepaid balance to cover the cost of purchase.

Parent(s) or guardian(s) may choose to block items from being purchased, such as extra milk and ala carte items by contacting Michelle Hopkins at 218-283-2571 ext. 1181 or via email at mhopkins@isd361.org

- E. Second Meal Purchases: Any second (2nd) breakfast or lunch meal purchased by any student regardless of meal application status or kindergarten free breakfast status will be charged at the second meal price. Students must have positive meal account balance to purchase the second (2nd) meal.

V. LOW OR NEGATIVE ACCOUNT BALANCE NOTIFICATION

- A. Parent(s) or guardian(s) are encouraged to utilize Skyward Family Access to manage their student(s) meal account(s). A mobile application for Family Access is also offered by Skyward.
- B. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero as follows. Parent(s) or guardian(s) can also set a low balance email notification via Skyward Family Access.

- C. Parent(s) or guardian(s) will be notified when the student account is at \$10.00 or less via the district telephone and e-mail notification system on Tuesday of each week.
- D. Parent(s) or guardian(s) will be notified when a student account is at negative -\$10.00 via the district telephone/e-mail notification system on Monday of each week.
- E. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

Policy for Meal Accounts with \$0 or Negative Balances:

Meal Account Balances at negative -\$25.00

A meal statement will be sent requesting payment within 30 days. Invoices will be sent electronically to the parent(s) or guardian(s) guardians email address on file. If no email address is on file an invoice will be mailed to the address on file.

The district will continue to serve these students a first quantity breakfast and/or lunch meal. Second quantity meals and ala carte purchases will be denied.

Meal Account Balances at Negative -\$50.00 or more

A meal statement will be sent requesting payment within 30 days. Invoices will be sent electronically to the parent(s) or guardian(s) guardians email address on file. If no email address is on file an invoice will be mailed to the address on file.

The district will continue to serve these students a first quantity breakfast and/or lunch meal. Second quantity meals and ala carte purchases will be denied.

Meal Account Balances at Negative -\$100 or more

When a student's meal account balance reaches negative -\$100 the parent/guardian will receive a final notification from the Districts Business Manager to make payment to resolve the outstanding balance due to District within 10 days. If this notification does not result in a consistent payment plan by the parent(s) or guardian(s) any amounts owed at negative -\$100 or more will be sent to collections.

The district will continue to serve these students a first quantity breakfast and/or lunch meal. Second quantity meals and ala carte purchases will be denied.

VI. UNPAID MEAL CHARGES

The school district will make reasonable efforts to communicate and work with families to resolve the matter of unpaid meal charges. When appropriate, families will be encouraged to apply for meal benefits for their students.

Assistance from county social services may be requested by the building principal, food service director, school social worker or superintendent of schools for possible neglect when attempts to resolve the unpaid meal debt are not successful or disregarded by the parent(s) or guardian(s).

The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when

payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

Collection options for delinquent unpaid meal accounts may include, but are not limited to, use of collection agencies, claims in conciliation court, or any other legal methods permitted by law.

During the year meal statements will be sent monthly to families with unpaid balances due to non-payment of meal charges, meal charges incurred prior to qualifying for meal benefits, negative balances incurred during a lapse in meal benefits, or the student has left the district with a negative lunch balance. Meal statements will be sent electronically to the parent(s) or guardian(s) email account on file. If no email account is on file meal statements will be mailed. Invoices will request payment within 30 days.

At the end of the school year, regardless if the meal account is “stale” or not, unpaid meal account balances will be sent meal statement requesting payment within 10 days. If no payment is made after 10 days, accounts that owe \$50 or more will be referred to the District’s collection agency.

The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

The school district may not deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.

VII. STAFF MEALS

- A. Staff have the option of purchasing meals or ala carte items through a staff meal account. This option is offered to staff as a prepayment meal account. Staff meal accounts require a payroll deduction form be on file with payroll, and maintain a positive account balance. Staff with negative meal account balances will be refused service.
- B. The district provides a reoccurring payment option to staff through the online payment system via RevTrak. Staff are encouraged to utilize this option if they struggle to maintain a positive meal account.
- C. At the termination of employment any outstanding negative meal account balance will be required to be paid in full or the amount owed will be deducted from the employee’s last paycheck. Any positive meal account balance will be refunded to the staff member, or the staff member may elect to donate the balance to the districts meal donation account.

VIII. COMMUNICATION OF POLICY

This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back to school packet, student handbook, etc.) to:

1. All households at or before the start of each school year;
2. Students and families who transfer into the school district, at the time of enrollment; and
3. All school district personnel who are responsible for enforcing this policy.

The school district will post the policy on the school district's website, in addition to providing the required written notification described above.

Legal References:

Minn. Stat. § 124D.111, Subd. 4
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Independent School District #361

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

BOARD OF EDUCATION: Ted Saxton, Chairperson • Jennifer Windels, Vice-Chairperson • Toni Korpi, Clerk
Roxanne Skogstad-Ditsch, Treasurer • Emily McGonigle, Director • Bruce Raboin, Director • JoAnn Smith, Director

August 11, 2021

TO: School Board

FROM: Stacy Grover, Business Manager

SUBJECT: Meal Price Increases for School Year 2021-2022

School Board Members,

Under the USDA Paid Lunch Equity requirements we are required to review our adult meal prices for the upcoming school year. At this time our adult meal prices meet the pricing standard, therefore, we are not recommending any adult meal price increases for the school year 2021-2022.

Under the USDA Paid Lunch Equity for school year 2021-2022 we are not required to reevaluate student first quantity meal prices for breakfast and lunch, because these being offered for free under current the USDA guidelines.

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	Ph: 218-283-2571 x1112	F-218-283-8104	kgrover@isd361.org
Tim Everson, FHS Principal	Ph: 218-283-2571 x1104	F-218-283-2384	teverson@isd361.org
Marc Glowack, Dean of Students	Ph: 218-283-2571 x1110	F-218-283-2384	mglowack@isd361.org
Bill Mason, Activities Director	Ph: 218-283-2571 x1138	F-218-283-2384	bmason@isd361.org
Melissa Tate, FES Principal	Ph: 218-283-2571 x1232	F-218-283-3133	mtate@isd361.org



**ISD 361 Meal Pricing
School Year 2021 - 2022**

			All Meals	
	Grade Level	Meal Type	1st Qty	2nd Qty
Student Pricing:	PreSchool:	Breakfast	\$ -	\$ 2.10
		Lunch	\$ -	\$ 2.65
	Kindergarten:	Breakfast	\$ -	\$ 2.10
		Lunch	\$ -	\$ 2.65
	1st - 5th:	Breakfast	\$ -	\$ 2.10
		Lunch	\$ -	\$ 2.65
	6th:	Breakfast	\$ -	\$ 2.35
		Lunch	\$ -	\$ 2.90
	7th-12th:	Breakfast	\$ -	\$ 2.35
		Lunch	\$ -	\$ 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

**PreSchool Class Rates
2021 - 2022**

		Quarter 1			Quarter 2		Quarter 3		Quarter 4								
		# Hrs/Class	# Days	Qtr 1 Rate	# Days	Qtr 2 Rate	# Days	Qtr 3 Rate	# Days	Qtr 4 Rate	TOTAL DAYS	Total HRS/SY	Total Cost Year	Class Rate/Day	Class Rate/Hr	Start Date	End Date
Missy Walls Kristie LaVigne	M-F 8:30 - 3:00	6.5	41.0	\$ 533	45.0	\$ 585	44.0	\$ 572	43.0	\$ 559	173.0	1,124.50	\$ 2,249	\$ 13.00	\$ 2.00	9/7/2021	6/2/2022
Mandi Baron	T/TH 8:30 - 3:00	6.5	17.0	\$ 221	18.0	\$ 234	18.0	\$ 234	18.0	\$ 234	71.0	461.50	\$ 923	\$ 13.00	\$ 2.00	9/7/2021	5/31/2022
Mandi Baron	W / F 8:30 - 11:00	2.5	17.0	\$ 85	18.0	\$ 90	17.0	\$ 85	17.0	\$ 85	69.0	172.50	\$ 345	\$ 5.00	\$ 2.00	9/7/2021	6/1/2022

Old Rates / Class Schedules		per qtr	per yr	# Days	\$/Day	Hr/Class	Total Hrs	\$/Hr
M-F	8:30 - 3:00	\$565.50	\$ 2,262	173	\$ 13.08	6.5	1,124.50	\$ 2.01
M W F	8:30 - 3:00	\$325.00	\$ 1,300	100	\$ 13.00	6.5	650.00	\$ 2.00
T TH	8:30 - 3:00	\$240.50	\$ 962	72	\$ 13.36	6.5	468.00	\$ 2.06
T-F	8:30 - 11:00	\$180.00	\$ 720	141	\$ 5.11	2.5	352.50	\$ 2.04
T-F	12:30 - 3:00	\$180.00	\$ 720	141	\$ 5.11	2.5	352.50	\$ 2.04
							Ave Rate/Hr:	\$ 2.03

NEW RATES / Class Schedules		per yr	# Days	\$/Day	Hr/Class	Total Hrs	\$/Hr
M-F	8:30 - 3:00	\$ 2,249	173	\$ 13.00	6.5	1,124.50	\$ 2.00
M-F	8:30 - 3:00	\$ 2,249	173	\$ 13.00	6.5	1,124.50	\$ 2.00
T / TH	8:30 - 3:00	\$ 923	71	\$ 13.00	6.5	461.50	\$ 2.00
W / F	8:30 - 3:00	\$ 345	69	\$ 5.00	2.5	172.50	\$ 2.00
						Ave Rate/Hr:	\$ 2.00

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:

Bronco Track Boosters	
Volunteer Track Coach	\$1300.00

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

The following voted in favor:

Voting against:

Whereupon, the resolution was declared adopted.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 361

AND

EDUCATION MINNESOTA EDUCATIONAL SUPPORT PARAPROFESSIONALS



JULY 1, 2021 TO JUNE 30, 2023

Table of Contents

ARTICLE I: PURPOSE	5
SECTION 1. PARTIES:	5
ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE	5
SECTION 1. RECOGNITION:	5
ARTICLE III: DEFINITIONS	5
SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT:	5
SECTION 2. EDUCATIONAL SUPPORT PROFESSIONAL:	5
SECTION 3. YEAR OF SERVICE:	6
SECTION 4. SENIORITY DATE:	6
SECTION 5. GENDER:	6
SECTION 6. OTHER TERMS:	6
SECTION 7. FULL TIME EMPLOYEE:	6
SECTION 8. PART TIME EMPLOYEE:	6
SECTION 9. SCHOOL YEAR:	6
SECTION 10. POSITION:	6
ARTICLE IV: SCHOOL BOARD RIGHTS AND OBLIGATIONS	6
SECTION 1. INHERENT MANAGERIAL RIGHTS:	6
SECTION 2. MANAGEMENT RESPONSIBILITIES:	6
SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS:	7
SECTION 4. RESERVATION OF MANAGERIAL RIGHTS:	7
SECTION 5. HEALTH AND SAFETY:	7
SECTION 6. FAIR PRACTICES:	7
SECTION 7. USE OF VOLUNTEERS:	7
ARTICLE V: EDUCATIONAL SUPPORT PROFESSIONAL RIGHTS	7

SECTION 1. RIGHT TO VIEWS:	7
SECTION 2. RIGHT TO JOIN:	7
SECTION 3. REQUEST FOR DUES CHECK OFF:	8
SECTION 4. FAIR SHARE FEE:	8
ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY	8
SECTION 1. RATES OF PAY:	8
SECTION 2. CLASSIFICATION DESCRIPTIONS:	9
SECTION 3. SALARY SCHEDULE PLACEMENT:	9
SECTION 4. HIGHLY QUALIFIED REQUIREMENT:	9
ARTICLE VII: POST EMPLOYMENT COMPENSATION	9
SECTION 1. 403(B) MATCH PROGRAM:	9
SECTION 2: HEALTH CARE SAVINGS PLAN:	10
ARTICLE VIII: GROUP INSURANCE	11
SECTION 1. LIFE INSURANCE BENEFITS:	11
SECTION 2. HEALTH INSURANCE:	11
SECTION 3. POST EMPLOYMENT HEALTH INSURANCE:	11
ARTICLE IX: LEAVES AND ABSENCES	12
SECTION 1. JURY DUTY:	12
SECTION 2. GENERAL LEAVES OF ABSENCE:	12
SECTION 3. EMPLOYMENT LEAVE:	12
SECTION 4. SICK LEAVE:	13
SECTION 5. BEREAVEMENT LEAVE:	13
SECTION 6. OTHER LEAVE:	13
SECTION 7. FAMILY MEDICAL LEAVE ACT:	14
SECTION 8. UNION LEAVE:	14

SECTION 9. CONFERENCE AND ACTIVITY LEAVE:	14
SECTION 10. WORKER'S COMPENSATION LEAVE:	14
SECTION 11. SICK LEAVE POOL:	14
ARTICLE X: HOURS OF SERVICE	15
SECTION 1. BASIC WORK YEAR:	15
SECTION 2. BASIC WORK DAY:	15
SECTION 3. LUNCH PERIOD:	16
SECTION 4. SCHOOL CLOSING:	16
ARTICLE XI: SENIORITY	16
SECTION 1.	16
SECTION 2.	16
SECTION 3.	16
SECTION 4.	16
SECTION 5.	16
SECTION 6.	16
SECTION 7.	17
SECTION 8. POSTING AND FILLING OF POSITIONS:	17
SECTION 9. REDUCTION OF STAFF:	18
SECTION 10. REDUCTION OF HOURS:	18
SECTION 11. INCREASING OF HOURS:	19
SECTION 12. MOVEMENT BETWEEN CLASSIFICATIONS:	19
ARTICLE XII: SUSPENSION AND REMOVAL	19
SECTION 1. PROBATIONARY PERIOD:	19
SECTION 2. EDUCATIONAL SUPPORT PROFESSIONAL REPRIMAND:	19
SECTION 3. CAUSES:	20

ARTICLE XIII: GRIEVANCE PROCEDURE	20
SECTION 1. DEFINITIONS:	20
SECTION 2. PROCEDURE:	20
SECTION 3. ARBITRATION:	21
ARTICLE XIV: PUBLIC OBLIGATION	22
ARTICLE XV: DURATION	22
SECTION 1. TERM AND REOPENING NEGOTIATIONS:	22
SECTION 2. EFFECT:	22
SECTION 3. FINALITY:	22
SECTION 4. SEVERABILITY:	22

FINAL

ARTICLE I: PURPOSE

SECTION 1. PARTIES: This Agreement, entered into between the School Board of Independent School District No. 361, International Falls, Minnesota, hereinafter referred to as the School Board, and the International Falls Federation of Educational Support Professionals, Local 4798 AFT/MFT/AFL-CIO, hereinafter referred to as the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. to provide the terms and conditions of employment for educational support professionals during the duration of this Agreement. An Educational Support Professional shall be referred to in this document as an ESP.

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

SECTION 1. RECOGNITION: In accordance with P.E.L.R.A., the School Board recognizes the Union as the exclusive representative of educational support professionals employed by the School Board of Independent School District No. 361, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

ARTICLE III: DEFINITIONS

SECTION 1. TERMS AND CONDITIONS OF EMPLOYMENT: The term “terms and conditions of employment” means the hours of employment, the compensation thereof including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage for retired Educational Support Professionals or severance pay, and the employer’s personnel policies affecting the working conditions of the Educational Support Professionals. In the case of Educational Support Professional employees the term does not mean educational policies of the School District. The terms in both cases are subject to the provisions of Section 179A.03, Subd. 19, regarding the rights of public employers and the scope of negotiations.

SECTION 2. EDUCATIONAL SUPPORT PROFESSIONAL: An Educational Support Professional is a person hired by the School Board to assist teachers and administrators to implement educational programs and services and to perform other duties as may be assigned. The description of the appropriate unit shall be: All Educational Support Professional employees (including: teacher aides, Indian education aides, playground supervisors, and monitors) of Independent School District No. 361, International Falls, Minnesota who are public employees, excluding confidential, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employees’ bargaining unit, employees who hold positions of a

temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.

SECTION 3. YEAR OF SERVICE: “Year of Service” shall be defined as continuous employment for an entire school year.

SECTION 4. SENIORITY DATE: “Seniority Date” is the first day of continuous service in a union position.

SECTION 5. GENDER: Whenever any words are used in this agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and where any words are used in the plural they shall also be construed to include the singular.

SECTION 6. OTHER TERMS: Terms not specifically defined in this Agreement shall have those meanings as defined by the P.E.L.R.A. of 1971, as amended.

SECTION 7. FULL TIME EMPLOYEE: Any Educational Support Professional who regularly works seven (7) or more hours per day for an entire school year.

SECTION 8. PART TIME EMPLOYEE: Any Educational Support Professional who regularly works less than seven (7) hours per day for an entire school year.

SECTION 9. SCHOOL YEAR: The students’ regularly scheduled school year.

SECTION 10. POSITION: The posted job inclusive of all hours and assignments.

ARTICLE IV: SCHOOL BOARD RIGHTS AND OBLIGATIONS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The Union recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and assignment and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The Union recognizes that the School Board has the right and obligation to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS: The Union recognizes that all educational support professionals covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Union also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The Union also recognizes that the School Board and all educational support professionals covered by this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the School Board.

SECTION 5. HEALTH AND SAFETY: The School Board shall abide by all state and federal health and safety regulations applicable to School Districts.

SECTION 6. FAIR PRACTICES: In accordance with School Board policy, no person or persons, department or division responsible to the School Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, or marital status.

SECTION 7. USE OF VOLUNTEERS: Nothing in this contract shall prevent the School Board from using volunteers.

ARTICLE V: EDUCATIONAL SUPPORT PROFESSIONAL RIGHTS

SECTION 1. RIGHT TO VIEWS: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any public employee or the employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Union.

SECTION 2. RIGHT TO JOIN: Pursuant to P.E.L.R.A. employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

SECTION 3. REQUEST FOR DUES CHECK OFF: Educational Support Professionals shall have the right to request and be allowed dues check off for the International Falls Federation of Educational Support Professionals. Upon receipt of a properly executed authorization of the ESP involved, the School District will deduct from the ESP's paycheck the monthly dues. Such authorization shall continue in effect from year to year unless revoked in writing prior to October 1st to the business office by the participant. The deduction will begin annually on the first pay period on or after October 15th (applies to current and new members)The Union shall advise the business office of any change in the dues rate each year.

SECTION 4. FAIR SHARE FEE: Any Educational Support Professional included in the appropriate unit who is not a member of the Union may be required by the Union to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any ESP shall be deducted from employee earnings and remitted in accordance with P.E.L.R.A. The Union hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability liquidated or unliquidated, which any educational support professional may have to claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Union as provided herein.

ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY

SECTION 1. RATES OF PAY:

Subd. 1. Salary Schedules. The wages and salaries reflected in Schedule A for 2021 - 22, Schedule B for 2022 - 23 attached hereto, shall be a part of this Agreement.

Subd. 2. During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an Educational Support Professional shall be compensated according to this agreement until a successor Agreement is entered into. Pay shall be retroactive from the date of salary settlement.

Subd. 3. Subbing. An ESP II subbing for an ESP I shall receive their regular rate of pay for the time of the subbing. An employee on lay off, when offered temporary employment within the same classification, shall receive their regular rate of pay.

Subd. 4. Field Trips. Paraprofessionals assigned to accompany their students on field trips shall receive hourly pay for field trips that occur outside their regularly scheduled duty day in accord with the following:

- All day field trips for hours beyond normal assigned time: ESP's current rate of pay.
- Overnight field trips: ESP's current rate of pay for all hours per scheduled field trip day (i.e. start of student's day until student's scheduled bed time)

When two or more Paraprofessionals assigned to a single student desire to fill the field trip assignment, seniority shall be used to determine the assignment.

SECTION 2. CLASSIFICATION DESCRIPTIONS:

Educational Support Professional I (Monitor): Educational Support Professional whose position is not defined to provide direct instructional support, or to provide direct student support as required by an IEP and who performs the majority of their service without direct supervision of a teacher. (Educational Support Professionals assigned to drive a van and/or ride in a bus or van shall receive this pay classification for the period of time assigned to this duty

Educational Support Professionals II (Paraprofessional): Education Support Professional providing instructional support for students under direct supervision of a teacher for the majority of their assignment.

Educational Support Professional III: Indian Education Support Professionals (Current Indian Education employee's brought into the bargaining unit for the 2009 – 2010 school year) will have initial placement on the salary schedule reflective of the number of years they have worked for the district at the current capacity. Seniority within this classification will be based on years of service for the district in current or like position, but overall union seniority will be based on actual years in the union.

SECTION 3. SALARY SCHEDULE PLACEMENT:

Subd. 1. The School Board shall determine the placement of all new ESPs on the salary schedule and may allow a maximum of two years for experience outside the School District.

Subd. 2. Placement on the salary schedule shall be done on the basis of years of service. Any new employee hired prior to December 1 will be given credit for one year of service.

Subd. 3. Advancement on the salary schedule shall take place once a year on July 1.

SECTION 4. HIGHLY QUALIFIED REQUIREMENT: Paraprofessionals are required to pass the ParaPro Assessment or provide the district with verification of at minimum an Associate of Arts degree or 60+ credits, so that they meet the requirements of being highly qualified. Paraprofessionals who need to take the ParaPro Assessment will be responsible to schedule his/her initial test within four (4) weeks of employment. It is agreed that members would be allowed two (2) testing opportunities to achieve a passing score. Tests would be scheduled a minimum of six (6) weeks apart and a maximum of twelve (12) weeks with the union member responsible for the purchase price of the examination. District will reimburse the employee the cost of the initial examination within 30 days of the last day of school in the school year in which the test was taken. A reimbursement voucher must be submitted by the last day of school. Failure for a Paraprofessional to demonstrate proficiency will be grounds for dismissal.

ARTICLE VII: POST EMPLOYMENT COMPENSATION

SECTION 1. 403(B) MATCH PROGRAM: An Educational Support Professional will receive an annual monetary contribution to a 403(b) deferred compensation fund from the School District **and/or the**

State 457 plan, subject to Minnesota Statute 352.965 and 356.24 according to the schedule below provided the ESP contributes a like amount of money. An ESP is eligible to receive the School District's contribution beyond twenty-five (25) years provided they do not exceed the School District's maximum. Upon receiving the maximum \$15,000 the School District's contributions shall cease.

Effective July 1, 2004, the School District's contribution will be according to the following schedule:

<u>YEARS OF SERVICE TO THE DISTRICT</u>	<u>DISTRICT CONTRIBUTION</u>
0-3 Years:	\$0 (must qualify)
4-10 Years:	\$500
11-20 Years:	\$650
21-25 Years:	\$900

SECTION 2: HEALTH CARE SAVINGS PLAN:

Subd. 1. Employees who are covered by this agreement and have provided the District with five (5) years of continuous service shall be eligible for post-employment benefits to be contributed to the employee's health care savings plan (HCSP) administered by the Minnesota State Retirement System (MSRS).

- A. District Contribution: At the end of five (5) years of continuous employment, the District will contribute the product of 50% of the accumulated sick leave times his/her rate of pay for the current year. The remaining 50% will be placed into a Reserve Bank.
- B. Contribution Intervals: The above contribution will occur after every five (5) years of employment or severance from the District of an ESP with five or more years of service.
- C. Time of Contribution: The calculated value of contribution will be placed in the employee's HCSP by June 30th for continuing employees or within 30 days of severance for employee's severing service.
- D. Bonus Contribution: Employees with fifteen (15) or more years of service to the District in an ESP position(s) and who qualify for a PERA annuity shall at the time of retirement have an additional contribution of the product of 50% of the Reserve Bank times current rate of pay contributed to employee's HCSP. Bonus contribution will be paid as per Time of Contribution, Subd. 1-C.

- E. Implementation: Any employee with five (5) or more years of service in an ESP position at the conclusion of the 2017 – 2018 school year will have initial payment made into employee’s HCSP by June 30th.
- F. Death of Qualifying Employee:
 - 1. Employee qualified, but had not severed service: The total value owed would be paid to the employee’s estate within thirty (30) days following the death of the employee.
 - 2. Employee qualified and severed service, but had not received full payment into HCSP: The remaining amount owed to employee would be paid in a lump sum to employee’s estate within thirty (30) days following the death of the employee.

**Hypothetical Example attached in Appendix A

ARTICLE VIII: GROUP INSURANCE

SECTION 1. LIFE INSURANCE BENEFITS:

Subd. 1. Each ESP shall receive \$50,000 term-life insurance. Per Madison National Life (National Insurance Services) the amount of Basic and Optional Life Insurance reduces to 65% of stated coverage upon attainment of age 70, reduces to 40% of stated coverage upon attainment of age 75 and reduces to 25% of stated coverage upon attainment of age 80 and terminates upon retirement. Additional insurance may be purchased at the employee’s own expense as stipulated in the insurance policy.

SECTION 2. HEALTH INSURANCE:

Subd. 1. The District will contribute \$520.00 per month toward the cost of a single or family premium for health insurance for an ESP who works thirty (30) or more hours per normal week. ESP’s who work under thirty (30) hours per week may participate in the district’s health insurance program and will receive a prorated District premium contribution on the basis of hours worked (i.e. #hours worked /7). Health insurance contributions will be for twelve months.

Subd. 2. All ESP employees shall have the right to participate in the District’s 125 flexible benefit plan.

SECTION 3. POST EMPLOYMENT HEALTH INSURANCE: ESP who retires and is eligible to receive annuity payments from a Minnesota Public Pension Plan, and who has provided the District with ten (10) years of professional service, may continue coverage under the District’s medical insurance plan at the employee’s own expense. The employee may elect either single or family coverage. Upon the death of the employee, any family members covered by the medical insurance plan at the time of the employee’s death may continue coverage at their own expense.

An employee who becomes permanently disabled and discontinues service to the District may continue coverage under the District's medical insurance plan at the employee's own expense. The employee may elect either single or family coverage.

Employee's spouse and dependents shall be able to continue in the District's medical insurance program, at their own expense, as such continued participation is allowed under law and State and Federal rule.

When an employee or dependent spouse covered under the District's medical insurance becomes eligible for Federal Medicare or other similar medical coverage, the employee or dependent spouse shall be able to continue in the District's medical insurance program, at their own expense, as such continued participation is allowed under law and State and Federal rule.

ARTICLE IX: LEAVES AND ABSENCES

SECTION 1. JURY DUTY: Educational Support Professionals serving jury duty will be paid an amount which together with salary received for jury duty would equal their regular wage.

SECTION 2. GENERAL LEAVES OF ABSENCE: An ESP may request in writing, a leave of absence for up to one calendar year without pay or benefits for the following reasons: education, health, child care, maternity, funeral, or other reasons as may be approved by the School Board. The ESP must notify the district in writing of their intent to return for employment the following school year no later than February 1 of the year of leave.

Subd. 1. The Superintendent may grant leave without pay up to ten (10) days for ESP emergency health purposes or emergency purpose, which do not include leave without pay for vacation or recreation purposes. All requests for ESP emergency health leaves shall have a Doctor's statement. All other requests over ten (10) days must be made to the School Board in a timely fashion to insure that arrangements can be made for a replacement.

Subd. 2. The ESP will be reinstated to his/her position of like status and pay at the end of the leave of absence. If that position does not exist, the ESP may exert his/her rights under the seniority system.

Subd. 3. The School Board may adjust the beginning and ending dates of any leave of absence to conform to specific dates within the school calendar.

Subd. 4. The School Board reserves the right to deny any request for a leave of absence.

Subd. 5. All individual or short term unpaid leave approved by the school board or superintendent will have total leave proration done one time based on the employee's individual situation and applied to the following paycheck for deduction from earned pay. District will not be adjusting health insurance, life insurance, FTE, etc. in the computer system for short term unpaid leaves. The value of the unpaid day will be deducted from the pay period for the unpaid day.

SECTION 3. EMPLOYMENT LEAVE: ESP's must have three (3) years of experience within the ESP ranks for the District to be eligible for employment leave. An ESP may apply in writing no later than August 1,

to the School Board for a one (1) year leave of absence without pay or benefits for the upcoming school year to pursue employment outside the District. The employee must notify the District in writing of their intent to return for employment the following school year no later than February 1 of the year of employment leave. The employee is guaranteed former position assuming exact position remains and if not is guaranteed employment based on seniority through bump meeting. An ESP who returns from employment leave must work for the District for three (3) years before becoming eligible for employment leave again.

SECTION 4. SICK LEAVE:

Subd. 1. Each Educational Support Professional shall receive sick leave at the rate of .0575 hour per hour worked. Sick leave will be credited by the District on the first day of school each year based on total projected hours of employee's assigned position and updated as assignments change. Any overpayment of sick leave paid upon termination of service prior to the end of the service year shall be deducted from the last paycheck owed the employee. In the event last paycheck is less than amount owed, District will seek collection through other means. Said leave may be for the employee or his/her immediate family. Immediate family is defined as the employee's or employee's spouse's: spouse, children, parents, brother, sister, grandparents, grandchildren, and step relationships of the same and dependent minor or adult for whom the employee provides physical custodial care. Leave for immediate family shall be limited to 160 hours per school year as defined in Statute MN181.9413.

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. Sick leave use of 3 consecutive school days or more will require a note from licensed Practitioner of the Healing Arts.

Subd. 2. Reserve Bank. Reserve bank time can be accessed for events that qualify for sick leave, Workers Compensation, MN Parenting Leave Law, and **bereavement** leave if other sick leave days are depleted. Reserve Bank can be accessed at any time if accumulated sick leave days are exhausted and the event fits criteria outlined in Reserve Bank.

SECTION 5. BEREAVEMENT LEAVE: Leave for each death in the immediate family as defined in Section 4 is five (5) times the ESP's number of assigned daily hours with travel or three (3) times the ESP's number of assigned daily hours without travel. Bereavement leave for an employee's life partner or life partner's relations as outlined in Section 4 will be allowed upon submitting evidence to Superintendent of being with the life partner for seven (7) or more years. Any additional leave for death in the family must be approved by the Superintendent. Bereavement leave shall be deducted from sick leave. Bereavement leave for individuals not defined in Section 4 shall be allowed without pay upon prior approval from the Superintendent of Schools. Request shall be made in writing with two (2) days advance notice.

SECTION 6. OTHER LEAVE: Each ESP shall receive .029 hour per hour worked of "other" leave with pay per full year to be used during the school year. Other leave will be credited by the District on the first day of school each year based on total projected hours of employee's assigned position and updated as

assignments change. Other Leave will be calculated using 174 student contact days unless the school calendar were to change in excess of ten (10) student contact days (range in which no recalculation would be allowed is 184 – 164). Any decimal on total hours received will be rounded to the nearest half hour. Any overpayment of other leave paid upon termination of service prior to the end of the service year shall be repaid by the employee. At the end of each school year the employee may carryover a maximum of 8 hours “other” leave in their “other” leave account to a maximum of six (6) times their assigned number of daily hours inclusive of the new allotment of hours. The balance of the unused “other” leave will be transferred into his/her sick leave account. Other leave shall be taken only with prior approval of the ESP’s building Principal.

SECTION 7. FAMILY MEDICAL LEAVE ACT: All leaves in this agreement which qualify as leave under Family Medical Leave Act (FMLA) shall be considered to run concurrently with eligible leave as prescribed by the FMLA. Sick leave will be exhausted, followed by other leave, and finally unpaid time for a maximum of 12 weeks.

SECTION 8. UNION LEAVE: A maximum of twelve (12) days per year of paid union leave will be granted to officers or designated representatives of Local 4798 for union related activities. The district will pay the Union member’s daily wage with the Union paying any incurred cost for substitutes. Union Representatives shall not lose sick leave or other leave days.

SECTION 9. CONFERENCE AND ACTIVITY LEAVE: Each ESP is entitled to take up to sixteen (16) hours of unpaid leave per year to attend their child’s(ren’s) school conferences, school-related activities, child care, or other early childhood program.

SECTION 10. WORKER’S COMPENSATION LEAVE: Pursuant to M.S. Chapter 175, an Educational Support Professional injured on the job in the service of the District and collecting workers’ compensation insurance, shall draw sick leave and receive full salary from the District, the salary to be reduced by the amount equal to the insurance payments paid or payable and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

SECTION 11. SICK LEAVE POOL: The District and the exclusive representative agree to establish a sick leave pool for those extreme medical situations when ESP’s have exhausted their sick leave. The exclusive representative will call for a donation to a pool based on an ESP’s request due to an extreme illness/accident. This pool will be administered by the exclusive representative. Each ESP may elect to donate up to eight (8) hours sick leave to the sick leave pool per occurrence; however the number of sick leave hours in the pool shall not be greater than the number of full time equivalent ESP’s employed by the District times eight (8). The pool will be reduced to zero on the last ESP duty day of each school year by throwing out any remaining days and starting over when an eligible request is received.

Sick leave donations would not allow an ESP to be absent longer than 12 weeks for an FMLA qualifying event without the Superintendents approval.

Extreme medical situation (emergency) is defined as a medical condition of the employee or a family member of the employee that will require the prolonged absence of the employee from duty and

will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the sick leave pool.

ARTICLE X: HOURS OF SERVICE

SECTION 1. BASIC WORK YEAR: The work year shall be prescribed by the School Board or its designee for ESPs.

Subd. 1. The work year will normally be those days that students are in school but may vary according to the needs of the School District.

Subd. 2. The yearly schedule may be modified, shortened or lengthened at the discretion of the Board. ESPs will only be paid for actual hours worked.

Subd. 3. Any work that is during the summer months and/or beyond the normal work year shall be offered to the ESP who normally holds that position during the normal work year. If the ESP rejects the extra work, the work shall be offered by seniority to the other members of the unit until the most junior qualified assignee is required to do the work if rejected by more senior ESPs.

Subd. 4. All ESP's will be assigned a minimum of sixteen (16) hours in-service throughout the school year based on needs determined by administration. In-service will occur in blocks of at least four (4) hours. The onus of ESP needs should be the burden of both the district and the Union. All ESP's will be expected to participate and may not use "other leave" during in-service days without superintendent approval.

SECTION 2. BASIC WORK DAY: All Educational Support Professionals will be assigned starting times and shifts as determined by the School Board or its designee.

Subd. 1. In the event that a student(s) who is served exclusively by the ESP is temporarily absent for a period of less than two (2) weeks (ten (10) school days in succession), the ESP may be temporarily laid off without pay and the ESP shall not exert seniority rights for that period of time. However, in the event the absence is more than two (2) weeks (ten (10) school days in succession) the ESP may request placement on ULA or may bump the least senior ESP to remain whole. If the position is filled by a more senior ESP, then that position shall be an open position at the end of the year and the senior ESP shall have bumping rights. This bump shall occur before the beginning of the next school year.

Subd. 2. When a Paraprofessional's assigned student checks out of school before noon, and after having been in attendance that school day for longer than two (2) hours, the Paraprofessional would be assigned other duty by the building Principal up to noon, at which time the Paraprofessional can be released from duty. Paraprofessionals assigned to a student who checks out of school after noon would be assigned duty for the remainder of the Paraprofessional's regular shift. A Paraprofessional whose assigned student goes home after the school day begins and who is assigned to fill in for another Paraprofessional's absence from work shall complete the absent Paraprofessional's shift for that day. This will be considered a department assignment, and not a substitute assignment. Thus the compensation shall be at their regular shift hourly rate.

SECTION 3. LUNCH PERIOD: ESPs may be provided a duty free lunch period that is not compensated. If an ESP has a working lunch period, they shall be compensated. Lunch periods, either compensated or uncompensated, shall be assigned by the ESP's building Principal.

SECTION 4. SCHOOL CLOSING: In the event that school is closed for any reason and the ESPs are not required to perform services, the ESP's compensation shall be reduced accordingly or will be allowed to use "Other Leave". ESP will be responsible for submitting a leave voucher within the pay period in which the school closing occurred if they wish to use "Other Leave."

ARTICLE XI: SENIORITY

SECTION 1. Seniority in the School District shall be set by using a seniority number with the July 1, 1993 list.

SECTION 2. The School District shall prepare from its records, in conjunction with the Union, a seniority list which shall contain the name, and seniority status (number) of each ESP. The seniority date is the date the employee started to provide continuous service in a union position in that classification. In the event that an employee successfully bids a transfer to another classification and later successfully bids to return to the employee's original classification, seniority would be retained in original classification with bumping rights the following school year (seniority is lost in other classification). Employees hired after July 1, 1993 shall have their seniority date the first day the employee provided continuous service in a union position.

Effective July 1, 2019 – when current ESP I's or ESP III's retire or bid a different position, that position will become and ESP II position. Long term goal is to get back to a single seniority list.

SECTION 3. The School District shall update the seniority lists by classification on or before October 1 and May 1 of each year.

SECTION 4. The seniority list shall be e-mailed to all ESP's and a copy shall be provided to the Union President in the month of October and May of each school year.

SECTION 5. Educational Support Professionals with identical seniority dates (meaning the same first day of work), shall have the determination of seniority made on the basis of the first hired according to board minutes.

SECTION 6. Any person whose name appears on the seniority list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

SECTION 7. Within twenty (20) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and make such changes the School District and the Union deem warranted. A committee of six (6) members (three chosen by the Union and three chosen by the School District) will review documentation and make appropriate changes. A final seniority list shall thereupon be prepared by the School District and Union, which list as revised shall be binding on the School District and any ESP. Each year thereafter the School District and Union shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the filling of positions and the application of the layoff provisions of the contract until thereafter revised.

SECTION 8. POSTING AND FILLING OF POSITIONS: When any position becomes vacant or is newly created, all ESPs will be notified of the vacancy by virtue of posting on the district web page. Vacancy will be posted simultaneously both internally and externally. A copy of the vacancy will be sent to each building principal and to the president of the Union. Employees shall be given seven (7) days' time in which to make application to fill the vacancy or new position. The vacancy must be filled as posted. The School Board has final authority to set the qualifications. Qualifications may include having the recommendation of an advisory group or other unusual qualifications. An example would be positions requiring medical expertise, driving a van, entering the pool, etc. Vacant positions during the school year must be filled by an ESP on ULA able to meet position qualifications before posting may occur.

Subd. 1. Annual Posting Meeting. All vacancies that were filled during the preceding school year or vacancies at the time of the posting meeting will be filled in the following order: 1) within same classification based on seniority, ability to meet position qualifications, and bid on position, 2) within other classifications based on overall seniority, ability to meet position qualifications, and bid on position, 3) member on ULA able to meet position qualifications, and 4) external candidates able to meet position qualifications. During the posting meeting the District shall have veto authority on two (2) ESP job selections. An ESP whose choice was vetoed shall then make an alternate selection. Posting meeting will be set mutually between the district and the Union president. ESP's hired after July 1, 2013 shall not be eligible to participate in the annual posting meeting.

A mutually agreed upon posting/bumping meeting will be held annually with a minimum of two (2) week notice afforded for member notification. The posting/bumping meeting will be conducted by the Union President and the Superintendent or designee. ESP's hired after July 1, 2013 shall not be eligible to participate in the annual posting meeting.

Subd 2. After Annual Posting Meeting and Prior to End of School Year. Vacant positions during the school year must be filled by an ESP on ULA able to meet position qualifications before posting may occur. Internal and external postings may occur at the same time. After a position is properly posted, the position may be filled with an ESP who made application and meets the position qualifications or an external candidate at the discretion of administration. If the position is filled with a current ESP they must start their new position within four (4) weeks of the close of the posting. All vacant positions

posted and filled after the annual bump meeting will follow the above language and become vacant positions at the subsequent bump meeting.

SECTION 9. REDUCTION OF STAFF:

Subd. 1. Layoff. In the event of reduction of staff, the least senior ESP shall be laid off first, if there are qualified ESPs to fill all positions. AN ESP whose position is eliminated or is displaced may impose his/her seniority over the least senior ESP within his/her classification to remain whole, if he/she has the qualifications. In the event that there is not an ESP less senior with the same number of hours, the ESP will exert seniority on the least senior member below them with the closest number of entitled hours (either above or below).

Subd. 2. Reinstatement.

- a. When placed on leave of absence the ESP shall file their name and address with the Superintendent's office to which any notice of reinstate or availability of positions shall be mailed. Notification of change of address will be the responsibility of the ESP. Rights for bumping after reduction shall only occur within an employee's class.

Failure of a notice to reach an ESP shall not be the responsibility of the School District if any notice has been mailed as provided herein.

- b. If a position covered by this contract becomes available for a qualified ESP on leave, the school district shall by certified mail notify such ESP. The ESP shall have ten (10) calendar days from the date of such notice to accept the re-employment and fifteen (15) working days from the certified mailing date to report to work. Failure to reply or report to work within either period shall constitute waiver on the part of the ESP to any further rights of employment or reinstatement and shall forfeit any future reinstatement or reemployment rights unless other timelines are mutually agreed upon by the ESP and the School Board. An ESP may reject any position that is not equal to or greater than the position from which he/she was placed on leave.
- c. Reinstatement rights shall automatically cease two years from the date the leave commenced and no further rights to reinstatement shall exist.
- d. Any ESP who is laid off may accept employment in another position or in any other occupation during the released time.

SECTION 10. REDUCTION OF HOURS: In the event of reduction of one hours or less per day for a position, the ESP holding the reduced position will not be allowed to exert his/her seniority until the start of a new school year. In the event that an ESP has his/her hours reduced to an amount below the amount specified in Article 3, Section 2 he/she shall not be under the jurisdiction of the Union but shall not lose accumulated standing in regard to seniority or benefits. Reduction of more than one (1) hour per day results in a new position and is thereby posted and subject to the bumping procedure.

SECTION 11. INCREASING OF HOURS: In the event of adding of hours to a position, the position will not have to be posted until the start of a new school year.

Subd. 1. If the hours are severable (not directly attached to a current position), they shall be offered to the most senior ESP in that building whose schedule will accommodate the hours. In the event the hours are declined by a senior ESP, they shall be offered by seniority to all. If no senior ESP accepts the assignment, then they shall be assigned to the least senior ESP whose schedule will accommodate the hours.

Subd. 2. In the event the hours are severable (not directly attached to a current position), but are an extension of a current ESP's assignment the increase in hours would be offered: 1) to the current ESP in that position, 2) based on seniority to all ESP's whose schedule can accommodate, 3) If no senior ESP accepts the assignment, then they shall be assigned to the least senior ESP whose schedule will accommodate the hours.

Subd. 3. In the event the hours are not severable, the increased hours will be assigned to the current ESP.

SECTION 12. MOVEMENT BETWEEN CLASSIFICATIONS: Any ESP who moves between classifications shall retain the same seniority standing and salary step on the original seniority list. Said ESP shall be placed on the bottom of the seniority list of the classification he/she is moving in to. In the event that the ESP returns to the original classification by successful application/bid, seniority will be lost in classification with least seniority.

ARTICLE XII: SUSPENSION AND REMOVAL

SECTION 1. PROBATIONARY PERIOD: Every new ESP shall serve a probationary period of one hundred twenty (120) working days, during which the School Board shall have unqualified right to discipline or discharge such ESP without assigning any reason therefore, and without recourse to the grievance procedure. An ESP promoted to or transferred to a new classification shall be on probation for sixty (60) working days, during which period the School Board shall have the right to return the ESP to his/her previous classification but must give the ESP a reason for the demotion.

SECTION 2. EDUCATIONAL SUPPORT PROFESSIONAL REPRIMAND: An ESP who has successfully completed the probationary period shall be entitled to have a representative from the Union present when being reprimanded, warned or disciplined for any infraction of policies, rules, regulations, or delinquencies in job performance whenever such action will result in a record being placed in the ESP's personnel file. Copies of any materials placed in an ESP's personnel file shall be provided to the ESP by the supervisor or other administrative officer. An ESP shall be entitled to have a written response included therein. When an ESP makes a request for representation, no official action shall be taken until such a representative is present.

SECTION 3. CAUSES: All covered ESPs shall be subject to suspension and discharge for cause pursuant to the due process. Causes for suspension or discharge include but are not limited to the following:

- A. Stealing,
- B. Use of mood altering or illegal chemicals or intoxicating beverages while on duty or being chemically impaired while on duty,
- C. Sexual misconduct,
- D. Incompetent or unsatisfactory performance

ARTICLE XIII: GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS:

Subd. 1. Grievance. Grievance shall mean an allegation by an ESP or group of ESPs in a dispute or disagreement between the ESP or group of ESPs and/or Administration or the School Board as to the application or interpretation of the terms and conditions of employment as found in this agreement.

Subd. 2. Days. Reference to days regarding time period shall refer to working days. A working day is defined as a day that school is in session.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

Subd. 4. Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or sent by certified or registered mail and such mail bears a postmark within the time period.

Subd. 5. Decisions. Failure by the administration or School Board to render a written decision within the time limits constitutes denial of the grievance.

Subd. 6. Time Limits. Failure of the grievant to adhere to the time limits constitutes a forfeiture of the grievance.

Subd. 7. Resolution. Except after the initial informal meeting any resolution of the grievance shall be in writing and signed by both parties.

Subd. 8. Wages. ESPs shall not be paid wages due to their necessary participation in grievance hearings held during working hours.

SECTION 2. PROCEDURE:

Subd. 1. Large Groups. This procedure is to apply when the grievance is district wide or in more than one school building. Within thirty (30) days of an alleged grievance, the Union shall file the grievance in writing setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought with the Superintendent's Office. Thereafter the procedure will follow as outlined below in step 3 and on.

Subd. 2. Small Groups or individuals.

Step 1. Within thirty (30) days of an alleged grievance, meet on an informal basis with the concerned principal or immediate supervisor and try to resolve the matter.

Step 2. If the matter is not resolved within five (5) days after the meeting, the grievance is filed in writing with the concerned principal or immediate supervisor setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought. The supervisor within ten (1) days shall submit a decision in writing to the ESP. Copies of this decision will be sent at the same time to the Superintendent's Office and the Union.

Step 3. Within five (5) days of the receipt of the written decision the Union may present the grievance in writing to the Superintendent's Office.

Within five (5) days of the receipt of the grievance, the Superintendent or his representative shall meet with the union and attempt to resolve the grievance.

If the grievance is not resolved within five (5) days of this meeting, the Superintendent's Office will submit a decision in writing to the Union.

Step 4. Within five (5) days of the receipt of the Superintendent's written decision the Union may present the grievance in writing to the School Board.

Within five (5) days of the receipt of the grievance, the School Board as a whole or its grievance committee shall meet with the union and attempt to resolve the grievance.

If the grievance is not resolved within five (5) days of this meeting, the School Board will submit a decision in writing to the Union.

Step 5. Within ten (10) days of the School Board's written decision, the Union may submit the grievance to final and binding arbitration.

SECTION 3. ARBITRATION: The School Board or its designees and the Union shall have ten (10) days to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they shall request from the Bureau of Mediation Services, State of Minnesota, a list of five names. The parties shall alternately strike names from the list until only one name remains. The grieving party shall strike first. The parties shall have no more than ten (10) days after the receipt of the list of names to select an arbitrator. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing agreement.

The decision of the arbitrator shall be final and binding upon the parties. He shall have the power to make appropriate awards of compensatory reimbursement, if any. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

ARTICLE XIV: PUBLIC OBLIGATION

The Union agrees that during the term of this contract, neither the Union nor any individual ESP shall engage in any strike. For purposes of this section the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE XV: DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS: This agreement shall remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this agreement commencing on July 1, 2021 it shall give written notice of such intent no later than May 1, 2023.

SECTION 2. EFFECT: This Agreement constitutes the full and complete agreement between the School Board and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

SECTION 3. FINALITY: Any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement unless mutually agreed upon by both parties.

SECTION 4. SEVERABILITY: The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this agreement or the application of any provisions thereof.

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

FOR:

INTERNATIONAL FALLS FEDERATION
OF EDUCATIONAL SUPPORT
PROFESSIONALS

INDEPENDENT SCHOOL DISTRICT
NO. 361

Chief Negotiator

Chief Negotiator

President

Chairperson

Secretary

Clerk

Dated this ____ day of _____, 2021

Dated this ____ day of _____, 2021

FEDERAL

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA

SCHEDULE A: 2021 - 2022

	<u>ESP I</u> Monitor	<u>ESP II</u> Paraprofessional	<u>ESP III</u> Indian Ed. Paraprofessional
Year One	\$15.49	\$15.49	\$15.49
Year Two	\$15.75	\$15.75	\$15.75
Year Three	\$16.01	\$16.01	\$16.01
Year Five ¹	\$16.42	\$16.42	\$16.42
Year Ten	\$16.83	\$16.83	\$16.83
Year Fourteen	\$17.34	\$17.34	\$17.34
Year Eighteen	\$17.72	\$17.72	\$17.72
Year Nineteen	\$18.21	\$18.21	\$18.21

Career Bonus: An ESP who has completed fifteen (15) to nineteen (19) years of service as an ESP in the District, not including unpaid leave, shall receive an annual career bonus of **\$150.00**. An ESP who has completed twenty (20) or more years of service as an ESP in the District, not including unpaid leave, shall receive an annual career bonus of **\$250.00**. Payment shall be made in the last regular pay period of the school year.

Recruitment and Retention Stipend: The District will contribute \$500 to all ESP's who were employed for the majority of the time period from start of school 2021 through December 31, 2021 in the first regular pay check of January, 2022. The District will contribute \$500 to all ESP's who were employed for the majority of the time period from January 1, 2022 through the last school day of 2022 in the first regular pay check of June, 2022. This stipend is for the 2021- 2022 school year. It applies to this contract period only and will not be part of ongoing contracts for years to come thus sun setting at the end of the contract.

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA

SCHEDULE B: 2022 - 2023

	<u>ESP I</u> Monitor	<u>ESP II</u> Paraprofessional	<u>ESP III</u> Indian Ed. Paraprofessional
Year One	\$15.72	\$15.72	\$15.72
Year Two	\$15.99	\$15.99	\$15.99
Year Three	\$16.25	\$16.25	\$16.25
Year Five ¹	\$16.67	\$16.67	\$16.67
Year Ten	\$17.08	\$17.08	\$17.08
Year Fourteen	\$17.60	\$17.60	\$17.60
Year Eighteen	\$17.99	\$17.99	\$17.99
Year Nineteen	\$18.48	\$18.48	\$18.48

Career Bonus:

An ESP who has completed fifteen (15) to nineteen (19) years of service as an ESP in the District, not including unpaid leave, shall receive an annual career bonus of \$150.00. An ESP who has completed twenty (20) or more years of service as an ESP in the District, not including unpaid leave, shall receive an annual career bonus of \$250.00. Payment shall be made in the last regular pay period of the school year.

Recruitment and Retention Stipend: The District will contribute \$500 to all ESP's who were employed for the majority of the time period from start of school 2022 through December 31, 2022 in the first regular pay check of January, 2023. The District will contribute \$500 to all ESP's who were employed for the majority of the time period from January 1, 2023 through the last school day of 2023 in the first regular pay check of June, 2023. This stipend is for the 2022- 2023 school year. It applies to this contract period only and will not be part of ongoing contracts for years to come thus sun setting at the end of the contract.

Appendix A

New Employee Hypothetical situation for a 7 hour employee at a wage of \$16.00 in 21-22 school year, \$17.00 in 26-27, and \$17.30 in 28-29.

School year	Sick leave allotment	Used in current year	accumulative total hours	Total in HCSP	Put into Reserve Bank
17-18	70	56	14	0	0
18-19	70	70	14	0	0
19-20	70	35	49	0	0
20-21	70	49	70	0	0
21-22	70	28	112	0	0

June 30th of 2022 payment will be made into HCSP and remaining days put into Reserve Bank

112 hours divided by 2 = 56, 56* \$16.00/ hour = \$896. A payment would be made to HCSP of \$896 by June 30th and other half of the hours would be placed in Reserve Bank.

	30-Jun-22		\$896.00		56
22-23	70	28	42		56
23-24	70	140	0		28
24-25	70	35	35		28
25-26	70	35	70		28
26-27	70	21	119		28

*In 23 - 24 Person had a foot surgery (qualifies for FMLA) and was out 4 weeks.

June 30th of 2027 payment will be made into HCSP and remaining days put into Reserve Bank.

119 hours divided by 2 = 59.5, 59.5 * \$17.00/ hour = \$1011.50. A payment would be made to HCSP of \$1011.50 by June 30th and other half of the hours would be placed in Reserve Bank.

	30-Jun-27		\$1,907.50		87.5
27-28	70	21	49		87.5
28-29	70	14	105		

140

Retire at end of 28-29 school year. Pay out similar to end of 5 years. 105 / 2 = 52.5, 52.5 * 17.30 / hour = \$908.25

Retirement pay out of Reserve Bank. 140 / 2 = 70. 70 * 17.30 = \$1211.00

\$4,026.75

FINAL

2021 - 2022 SCHOOL CALENDAR

MAY 2022							JUNE 2022							<i>May & June</i>	
Sun	M	T	W	T	F	Sat	Sun	M	T	W	T	F	Sat		
										1	2	3	4	May 30th:	NO SCHOOL - Memorial Day
1	2	3	4	5	6	7	5	6	7	8	9	10	11	Jun 2nd:	LAST DAY OF CLASSES K-11
8	9	10	11	12	13	14	12	13	14	15	16	17	18	Jun 3 rd :	Last Day for Teachers
15	16	17	18	19	20	21	19	20	21	22	23	24	25	June 5th	Graduation Day
22	23	24	25	26	27	28	26	27	28	29	30				
29	30	31													
Student Days:		21		Teacher Days:		21		Student Days:		2		Teacher Days:		3	

Total Student Days: 173 Total Teacher Work Days: 181
 Total Teacher Contract Days: 188

**Revised Calendar 8.16.2021*

RESOLUTION

Health and Safety Measures for the 2021-2022 School Year

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 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*; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) and the Minnesota Department of Health (“MDH”) have determined that the COVID-19 pandemic is currently ongoing and may remain ongoing for an unknown time; 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 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 COVID-19 health and safety measures, the current CDC, MDE, and MDH requirements for each, and other relevant information; and

WHEREAS, based upon the collective consideration of these factors, the School Board is requiring that masks be worn by all students, staff, and visitors ages 2 and older within district buildings (effective immediately) which includes extracurricular activities with the exception of when a student is actively involved in swimming or showering. Masking rules will follow the 2020-21 MDE planning guidance for exceptions to masking.

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 health and safety measures to open the 2021-2022 school year: All staff, students, and visitors within Independent School District 361 buildings, regardless of vaccination status, are required to wear a mask, to follow the strategies of physical distancing when possible, handwashing and respiratory etiquette, cleaning and disinfection, contact tracing, screening testing, and staying home when sick as defined in the [“CDC Guidance for COVID-19 Prevention in K-12 Schools.”](#)

Section 2: The Superintendent is hereby authorized, after consultation with the School Board Chair and notification to the School Board, to select and implement different health and safety measures for the School District or any specific school buildings without School Board action if the Superintendent reasonably believes that prompt implementation of different health and safety

measures 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 health and safety measures 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 different health and safety measures.

Section 3: 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 _____, 2021.

Roll Call Vote

School Board Chair

School Board Clerk