

Regular School Board Meeting

Monday, May 16, 2022 5:15 PM

FHS Library and via Zoom, 1515 11th Street, International Falls, Minnesota 56649

Zoom Meeting Information:

When: May 16, 2022 05:15 PM Central Time (US and Canada)

Topic: Regular School Board Meeting

Please click the link below to join the webinar:

<https://isd361.zoom.us/j/88289219465?pwd=OGU4NFdpdUVRaXVzZEY3U0NRA2R6QT09>

Passcode: 817953

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Call to Order

1. Roll Call:

___ Toni Korpi, Clerk

___ Emily McGonigle, Director

___ Bruce Raboin, Treasurer

___ Ted Saxton, Director

___ Roxanne Skogstad-Ditsch, Board Chair

___ JoAnn Smith, Clerk

___ Jennifer Baker, Vice Board Chair

Non Voting Members:

___ Kevin Grover, Superintendent

___ Mitch Erickson, Student Representative

2. Pledge of Allegiance

Approval of Agenda

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

Open Forum

1. Public Open Forum

Tenure Recognition

1. Resolution awarding tenure to Leah Bacon.
Motion by __, second by ____. Motion carried / failed.

Consent Agenda

1. Approve past meeting minutes for the regular school board meeting on April 18, 2022.
2. Approve current accounts payable due in the amount of \$560,316.01.
3. Approve payroll in the amount of \$455,309.73 for pay periods April 22nd and May 6th.
4. Accept resignation of Pacey Rousseau, Paraprofessional, effective May 3, 2022.
5. MSBA has made some minor changes to the following policies. Because the changes do not affect the substance of the policy or is a legal change over which the board has no control, the changes may be approved at only one meeting. Attached are some of those policies.
6. Accept resignation from Don Rolando as Head Boy's Basketball Coach at the end of the 2021-2022 season.
7. Approve Joe Talmage as volunteer Baseball coach for the 2021-2022 season.
8. Accept resignation from Randi Pederson, LPN, effective July 22, 2022.
9. Accept resignation of Josh Koenig, PE/Health Teacher, effective June 3, 2022.
10. Approve hire of Adam Mathews as 1.0 FTE Social Studies teacher for the 2022-2023 school year.
11. Receive Fund 01 - General Fund 2021-2022 final budget and 2022-2023 adopted budget for action at the June 20, 2022 meeting.
12. Receive Fund 02 - Food Service 2021-2022 final budget and 2022-2023 adopted budget for action at the June 20, 2022 meeting.
13. Receive Fund 04 - Community Education 2021-2022 final budget and 2022-2023 adopted budget for action at the June 20, 2022 meeting.
14. Approve 2022-2023 Concurrent Enrollment Contract with Lake Superior College (LSC).
15. Accept resignation from Nick Kaviuk, Custodian, effective May 5, 2022.
16. Approve hire of Ashley Mitchell as Assistant Girls Swim Coach for the 2022-2023 season.
17. Approve hire of Amis Mackenzie as Boilerman Janitor effective May 31, 2022.

Action Items

1. Resolution Acceptance of Gifts and Donations.
Motion by __, second by __. Motion carried / failed.
2. Approve rental of Bronco Arena to Marty Goulet from August 8, 2022 to September 16, 2022 per facility rental agreement attached. Motion by __, second by ____. Motion carried / failed.

Committee and Administrative Reports

1. Mitch Erickson, Student Representative
2. Melissa Tate, Elementary Principal
3. Tim Everson, Secondary Principal
4. Kevin Grover, Superintendent:
 - 4.a. Reschedule June 20th Board Meeting to June 21st due to a potential change by the State to recognize this Federal holiday as an additional State holiday.
 - 4.b. COVID update: District
5. Beth Slatinski, Community Education Coordinator
6. Committee Reports:
 - 6.a. Community Education Advisory Board
 - 6.b. Recreation Commission

Adjournment

1. Motion by __, second by __ to adjourn meeting at __ p.m. Motion carried / failed.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION FOR AWARDING CONTRACT LEADING TO “CONTINUING CONTRACT RIGHTS”, OR, “TENURE”:

Whereas, Leah Bacon has served the required number of years of probationary teaching, as prescribed by MS 122A.40, and

Whereas, Leah Bacon has successfully met the instructional and professional standards of ISD 361, International Falls Public Schools, as determined by her immediate supervisor Tim Everson, and

Whereas, Tim Everson, Principal, Melissa Tate, Principal, and Kevin Grover, Superintendent, now recommend Leah Bacon to the school board to faculty tenure,

Be it resolved, that Leah Bacon upon recommendation of the administration be granted faculty tenure to the extent of 1.0 FTE with all its privileges and responsibilities, effective the 2022 - 2023 school year.

The motion for the adoption of the foregoing resolution was duly seconded by member _____. The following voted in favor:

And the following voted against the same:

Whereupon, said resolution was declared duly passed and adopted.

REGULAR MEETING MINUTES
REGULAR MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
Monday, April 18, 2022 at 5:15 p.m.
FHS Library and via Zoom

Call to Order:

Present with voting rights: Emily McGonigle, Bruce Raboin, Roxanne Skogstad-Ditsch, Jennifer Baker, Toni Korpi, JoAnn Smith and Bruce Raboin: Present 7

Non-Voting Members Present: Kevin Grover, Superintendent and Mitch Erickson, Student Representative

Pledge of Allegiance

Approval of Agenda

1. Approve agenda as presented. Motion by Bruce Raboin, then second by Joann Smith. 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

Open Forum

1. Elk's Student's of the Month:

1.a. April: Emma Hartzler and Ben Glowack

1.b. May: Carter Leseman & Jett Tomczack

2. **Presentation**

2.a. Receive a presentation from Taylour Blakeman, American Lung Association, on Vaping sponsored by the KAPE DFC Grant program.

3. Public Open Forum: None

Consent Agenda

Motion by Jennifer Windels, then second by Joann Smith to approve Consent Agenda as printed. 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

1. Approve past meeting minutes for the regular school board meeting on March 21st, and April 4th.

2. Approve current accounts payable due in the amount of \$715,115.34 .

3. Approve payroll in the amount of \$399,474.41 for pay periods March 25th and April 8th.

4. Accept resignation of Erin Rousseau, Paraprofessional, effective April 8, 2022.

5. Approve separation of employment with George McDonald as a .545 FTE Industrial Arts teacher at the end of the 2021-2022 school year.

6. Approve Arena facility rental agreement with Erin Hall for July 11, 2022 to July 22, 2022.

7. Approve Arena facility rental agreement with Chad Baldwin for July 11, 2022 to July 22, 2022.

8. Approve Arena facility rental agreement with International Falls Figure Skating Club for July 25, 2022 to August 5, 2022.

9. Accept the resignation of Kathy Amiot as Assistant Cook as of April 1, 2022, and approve the hire of Kathy Amiot as temporary COVID Tester through June 3, 2022.

Action Items

1. Resolution Acceptance of Gifts and Donations. Motion by Joann Smith, 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

2. Accept resignation from Amy Raboin, Title teacher, effective June 3, 2022. Bruce Raboin to abstain from voting. Motion by Jennifer Windels, then second by Emily McGonigle. Motion Carried.

Bruce Raboin: Abstain (With Conflict), Toni Korpi: Yea, Emily McGonigle: Yea, Ted Saxton: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea, Jennifer Windels: Yea
Yea: 6, Nay: 0, Abstain (With Conflict): 1

3. Resolution relating to the non-renewal of Kyle Schmidt, a probationary teacher, at the end of the 2021-2022 school year due to loss of pupils, reduction in sections and stranding of positions for the 2022-2023 school year. Motion by Joann Smith, then second by Emily McGonigle. 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

4. Resolution relating to the non-renewal of Nathan Harnit, a probationary teacher, at the end of the 2021-2022 school year. Motion by Bruce Raboin, then second by Joann Smith. 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

5. Award 2022-2023 school picture RFP to Lifetouch.

. Motion by Toni Korpi, then second by Joann Smith. 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

Committee and Administrative Reports

1. Mitch Erickson, Student Representative

2. Melissa Tate, Elementary Principal

3. Tim Everson, Secondary Principal

4. Kevin Grover, Superintendent:

4.a. COVID update: District

4.b. Graduation: June 5, 2022 at 3:00 pm Bronco Arena

4.c. School Board Meeting: Meeting with TeamWorks on July 25, 2022 at 4:00 pm - 7:00 pm.

5. Beth Slatinski, Community Education Coordinator

6. Committee Reports:

6.a. Community Education Advisory Board

6.b. Recreation Commission

Adjournment

1. Motion by __, second by __ to adjourn meeting at ___ p.m. Motion carried / failed.
adjourn 6:29. Motion by Toni Korpi, then second by Joann Smith. 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

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:

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

The following voted in favor:

Bronco Hall of Fame Donations

PCA of International Falls	\$ 1500.00
Coca-Cola of International Falls	\$ 250.00
TruStar Federal Credit Union	\$ 500.00
Dean Blais	\$500.00
John & Linda Dacy	\$250.00

PCA of International Falls

Pizza Barn Gift Certificate for Teachers Appreciation Day
Class of 2022 Graduate Lawn Signs

Ken & Jackie Krueger 8 Bikes for the Bike Rodeo

Voting against:

Whereupon, the resolution was declared adopted.

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

**BOARD POLICY 101
Legal Status of the School District**

Adopted ___ By Reference ___

Revised ___ **February 2022** ___

I. PURPOSE

A primary principle of this nation that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinate with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

- A. Funds

1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
3. School district officials occupy a fiduciary position in the management and expenditure of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minn. Stat. Ch. 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minn. Stat. § 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.

4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References: Minn. Const. art. 13, § 1
Minn. Stat. Ch. 123B (School Districts, Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. § 465.035 (Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.64 (Rights, Powers, Duties of Political Subdivisions)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References: MSBA/MASA Model Policy 201 (Legal Status of School Board)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 705 (Investments)
MSBA/MASA Model Policy 706 (Acceptance of Gifts)
MSBA/MASA Model Policy 801 (Equal Access to Facilities of Secondary Schools)
~~MSBA School Law Bulletin "F" (Contract and Bidding Procedures)~~
~~MSBA Service Manual, Chapter 3, Employee Negotiations~~
~~MSBA Service Manual, Chapter 13, School Law Bulletin "F" (Contract and Bidding Procedures)~~

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

**BOARD POLICY 103
Complaints – Students, Employees, Parents, Other Persons**

Adopted ___ By Reference _____

Revised ___ February 2022 _____

I. PURPOSE

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. Students, parents, employees, or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for ~~the~~ investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in writing to the complaining party

concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

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

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Privacy Considerations)
MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 514 (Bullying Prohibition)
MSBA ~~Service Manual, Chapter 13~~, School Law Bulletin "I" (School Records-Privacy-Access to Data)

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

**BOARD POLICY 203.5
School Board Meeting Agenda**

Adopted ___ By Reference ___

Revised ___ February 2022 _____

I. PURPOSE

The purpose of this policy is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

III. PROCEDURES

- A. While all school board members may provide input it shall be the responsibility of the school board chair and superintendent to develop, prepare and arrange the order of items for the tentative school board meeting agenda for each school board meeting.
- B. Persons wishing to place an item on the agenda must make a request to the school board chair or superintendent in a timely manner. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired and pertinent background information. The chair and superintendent shall determine whether to place the matter on the tentative agenda.

[Note: The Commissioner of Administration has issued an opinion that a government entity is limited to acting only on those matters specifically included in the notice of a special meeting.]

- C. The tentative agenda and supporting documents shall be sent to the school board members **three (3) days** prior to the scheduled school board meeting.

- D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.
- E. At least one copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) available in the meeting room to all members shall be available in the meeting room for inspection by the public while the school board considers their subject matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

Legal References: Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 7 (School Board powers)
Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 13-015 (December 23, 2013)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board -
Governing Rules)
MSBA/MASA Model Policy 203.2 (Order of the Regular School Board
Meeting)
MSBA/MASA Model Policy 203.6 (Consent Agendas)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 207 (Public Hearings)

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

**BOARD POLICY 204
School Board Meeting Minutes**

Adopted___By Reference_____

Revised___February **2022**_____

[Note: The provisions of this policy are required by statute.]

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

- A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law ~~shall~~ **must** be recorded in a journal ~~or minutes~~ kept for that purpose. Public records maintained by the school district ~~shall~~ **must** be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or

modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the school district's expense. ~~of the school district~~. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.
2. Recordings of closed meetings shall be preserved by the school district for the following time periods:
 - a) Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.
 - b) Meetings closed to discuss security matters shall be preserved for at least four (4) years.
 - c) Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.
 - d) All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.
 - e) Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.
3. Recordings of closed meetings shall be classified by the school district as protected on-public data that is not accessible by the public or any subject of the data, with the following exceptions:
 - a) Recordings of labor negotiations strategy meetings shall be classified as public data and be made available to the public after all labor contracts are signed by the school district for the current budget period.
 - b) Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been

purchased or sold or the school district has abandoned the purchase or sale.

- c) Recordings of any other closed meetings shall be classified and released as required by court order.
- 4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.
 - 5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:
 - a) The date of the closed meeting;
 - b) The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and
 - c) The classification of the data.
 - 6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

III. PUBLICATION OF OFFICIAL PROCEEDINGS

- A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.
- B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official

proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

- C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting law)
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)
Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)
Op. Atty. Gen. 161-a-20, December 17, 1970;
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W. 2d 428 (1956).

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

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

BOARD POLICY 206

**Public Participation in School Board
Meetings/Complaints About Persons at School Board
Meetings and Data Privacy Considerations**

Adopted ___ By Reference ___

Revised ___ **February 2022** _____

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual

gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; a work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

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

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

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; and prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either

a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E ~~§ 626.556~~ (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

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

VI. PROCEDURES

A. Agenda Items

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

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

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

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

D. No Board Action at Same Meeting

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

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (~~Meetings Having Data Classified as Public~~) (~~Open Meeting Law~~)
Minn. Stat. § 121A.47, Subd. 5 (~~Exclusion and Expulsion Procedures; Closed or Open Meeting~~) (~~Student Dismissal Hearing~~)
Minn. Stat. § 122A.33, Subd. 3 (~~License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond~~) (~~Coaches; Opportunity to Respond~~)
Minn. Stat. § 122A.40, Subd. 14 (~~Employment; Contracts; Termination; Hearing Procedures~~) (~~Teacher Discharge Hearing~~)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (~~General Powers of Independent School Districts; Employees; Contracts for Services~~)
Minn. Stat. § 123B.143, Subd. 2 (~~Superintendents; Disclose Past Buyouts or Contract is Void~~)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. ~~Ch. 260E § 626.556~~ (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA ~~Service Manual, Chapter 13~~, School Law Bulletin “C” (Minnesota’s Open Meeting Law)
MSBA ~~Service Manual, Chapter 13~~, School Law Bulletin “I” (School Records – Privacy – Access to Data)

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

**BOARD POLICY 207
Public Hearings**

Adopted ___ By Reference ___

Revised ___ February 2022 _____

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board **during a public hearing**. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

~~In order~~ For the school board to efficiently receive public input on matters properly before the school board, the **school board establishes the** procedures set forth in this policy. ~~are established by the school board.~~

III. PROCEDURES

A. Public Hearings.

Public hearings are required by law ~~to be held~~ concerning certain issues, including but not limited to, school closings (Minn. Stat. § 123B.51), education district establishment (Minn. Stat. § 123A.15), and agreements for secondary education (Minn. Stat. § 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the **school board's** discretion. ~~of the school board.~~

B. Notice of Public Hearings.

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation.

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to ~~the~~ commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the ~~school board's~~ discretion. ~~of the school board.~~

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.
2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.
3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. ~~In the event that~~ If the school board requires ~~the~~ designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as ~~the school board~~ otherwise ~~determines.~~ ~~d by the school board.~~
4. Privilege to Speak: A school board member should direct ~~any~~ remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary ~~in order~~ to provide an orderly, efficient and fair opportunity ~~for those present~~ to be heard.

Legal References: Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123A.15 (~~Establishing~~ Education Districts ~~Establishment~~)
Minn. Stat. § 123B.51 (School Closings)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

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

**BOARD POLICY 210
Conflict of Interest – School Board Members**

Adopted ___ By Reference ___

Revised ___ **February 2022** ___

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

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest

shall be entered upon the school board minutes. ~~of the school board.~~ Disclosure ~~must shall~~ be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and ~~must need~~ only be made once;

2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The school board ~~must shall~~ authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member ~~must shall~~ file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration,

the interested school board member may not vote on the contract. (*Note: This section applies only ~~where when~~ the school district has a population of 1,000 or less according to the last federal census.*)

6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting ~~where at which~~ all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee ~~where only if~~ there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting ~~where at which~~ all school board members are present, that employment must be immediately terminated and that school board member ~~will have has~~ no further rights to employment while serving as a school board member in the school district.
 - D. The school board may contract with a class of school district employees, such as teachers or custodians, ~~where when~~ the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. ~~In order~~ For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting ~~where in which~~ the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board ~~can must~~ hire or dismiss teachers only at duly called meetings. ~~Where When~~ a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter

into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal)
Minn. Stat. § 123B.195 (Board Member's Right to Employment)
Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, and 13, and 21 (Exceptions)
Minn. Stat. § 471.89 (Contract, When Void)
Op. Atty. Gen. 437-A-4, March 15, 1935
Op. Atty. Gen. 90-C-5, July 30, 1940
Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)
~~MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties~~

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

**BOARD POLICY 211
Criminal or Civil Action Against School District, School Board
Member, Employee, or Student**

Adopted___By Reference_____

Revised___February 2022_____

I. PURPOSE

The purpose of this policy is to provide guidance ~~as to~~ **about** the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreement and school district policies may also apply.

III. CIVIL ACTIONS

- A. Pursuant to Minnesota Statutes ~~section~~ **section** 466.07, **Subd. 1**, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that **the school board member or employee** ~~he or she~~ was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes section §-123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district ~~shall~~ **must** provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices.

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes ~~Ch. chapter~~ 13, and to the Family Educational Rights and Privacy Act, 20 United States Code § 1232g and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, ~~he or she is~~ **to the employee will** inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official ~~who is~~ **responsible** authority **responsible** for the collection, use, and dissemination of data.

D. Service of Subpoenas.

~~The policy of the school district is that its~~ **School district** officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify.

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. **CRIMINAL CHARGES OR CONDUCT**

A. Employees.

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.
3. Pursuant to Minnesota Statutes section § 123B.02, Subd. 20, if

reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision ~~as to~~ whether to reimburse shall be made in the ~~school board's~~ discretion. ~~of the school board~~. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students.

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. ~~In order to further that~~ ~~To promote that~~ interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations.

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless ~~there are~~ extenuating circumstances ~~exist, or~~ the matter being investigated is school-related, or as otherwise provided by law.
2. If ~~such~~ questioning at school is unavoidable, the school district will attempt to maintain confidentiality, to avoid embarrassment to students and employees, and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section ~~§ 260E.22 626.556, Subd. 10~~), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices.

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes ~~Ch.~~ ~~chapter~~ 13 (Minnesota Government Data Practices Act) and 20 United States Code section § 1232g (FERPA).

V. **STATEMENTS WHEN LITIGATION IS PENDING**

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in

consultation with legal counsel.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40 - 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel, Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dyppress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308, ~~95 S.Ct. 992, 43 L.Ed.2d 214~~ (1975)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

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

**BOARD POLICY 301
School District Administration**

Adopted ___ By Reference ___

Revised ___ **February 2022** _____

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services **equitably**.
- B. The school board expects all activities related to ~~the school district~~ **operations of the school district** to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.
- C. The school board shall seek specific recommendations, background information and professional advice from the school district administration, and will hold the administration accountable for sound management of the schools.
- D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.
- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)

Cross References: ~~None MSBA Service Manual, Chapter 3, Superintendent of Schools~~

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

**BOARD POLICY 302
Superintendent**

Adopted ___ By Reference ___

Revised ___ **February 2022** _____

I. PURPOSE

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent who shall serve as an ex officio, non-voting member of the school board and as chief executive officer of the school system.

III. GENERAL RESPONSIBILITIES

- A. 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.
- B. The superintendent shall annually evaluate each principal assigned responsibility for supervising a school building in the district.
- C. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- D. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 202 (School Board officers)
MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MABA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)
MSBA/MASA Model Policy 301 (School District Administration)
MSBA/MASA Model Policy 303 (Superintendent Selection)
MSBA/MASA Model Policy 304 (Superintendent Contract, Duties and Evaluation)
MSBA/MASA Model Policy 305 (Policy Implementation)
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)
MSBA/MASA Model Policy 412 (Expense Reimbursement)

MSBA/MASA Model Policy 510 (School Activities)
MSBA/MASA Model Policy 511 (Student Fundraising)
MSBA/MASA Model Policy 513 (Student Promotion, Retention, and Program Design)
MSBA/MASA Model Policy 602 (Organization of School Calendar and School Day)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
MSBA/MASA Model Policy 802 (Disposition of Obsolete Equipment and Material)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
MSBA/MASA Model Policy 905 (Advertising)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA/MASA Model Policy 907 (Rewards)

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

**BOARD POLICY 303
Superintendent Selection**

Adopted ___ By Reference ___

Revised ___ **February 2022** _____

I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school board and to conduct the daily operations of the school district.

III. QUALIFICATIONS

- A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.
- B. The school board will consider professional preparation, experience, skill and demonstrated competence of qualified applicants in making a final decision.

IV. SELECTION

- A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.
- B. The school board may contract for assistance in the search for a superintendent.
- C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Rules, Chapter 3512

Cross References: ~~None MSBA Service Manual, Chapter 3, Superintendent~~

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

**BOARD POLICY 304
Superintendent Contract, Duties, and Evaluation**

Adopted ___ By Reference ___

Revised ___ **February 2022** _____

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

- A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.
- B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.
- C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: ~~None MSBA Service Manual, Chapter 3, Superintendent of Schools (See Model Contract, Sample Performance Appraisals, and Model Job Description)~~

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

**BOARD POLICY 305
Policy Implementation**

Adopted ___ By Reference ___

Revised ___ **February 2022** ___

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school board policy.

II. GENERAL STATEMENT OF POLICY

- A. It shall be the responsibility of the superintendent to implement school board policy and to recommend additions or modifications thereto. The administration is authorized to develop **procedures**, guidelines, and directives to effectuate the implementation of school board policies. These **procedures**, guidelines and directives shall not be inconsistent with said policies. At least annually, these written **procedures, guidelines, and directives** shall be presented to the school board for review.
- B. Employee and student handbooks shall be subject to annual review and approval by the school board.
- C. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school board policy and shall be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption and Implementation of Policies)

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

**BOARD POLICY 401
Equal Employment Opportunity**

Adopted ___ By Reference ___

Revised ___ **February 2022** ___

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. It is the school district's policy to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.

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

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. Any person having any questions regarding this policy should discuss it with the one of the following individuals:

Title IX Officer - Kevin Grover, Superintendent of Schools
ISD #361 District Office; 1515 11th Street; International Falls, MN 56649

218-283-2571 ext. 1112 **OR** Tim Everson, Falls High School Principal (alternate) at 218-283-2571 ext. 1104.

Human Rights –Tim Everson, Falls High School Principal at 218-283-2571 ext. 1104 **OR** Melissa Tate, Falls Elementary Principal (alternate) at 218-283-2571 ext. 1232.

Section 504 Officer (Gr. 6-12) – Marc Glowack, Dean of Students Falls High School; 1515 11th Street; International Falls, MN 56649 218-283-2571 ext. 1110 or Melissa Tate, Elementary Principal (alternate) at 218-283-2571 ext. 1232.

Section 504 Officer (Gr. K-5) – Melissa Tate, Elementary Principal Falls Elementary School; 1414 15th Avenue; International Falls, MN 56649 218-283-2571 ext. 1232 **OR** Marc Glowack, Dean of Students Falls High School; 1515 11th Street; International Falls, MN 56649; 218-283-2571 ext. 1110

A grievance procedure for complaints of discrimination may be found in the District Office and on the District website at www.isd361.k12.mn.us under “School Board”; policies; Policy #401 Procedure.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 et. seq. (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 et. seq. (Employment and Training of Veterans)
38 U.S.C. § 4301 et seq. (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e et seq. (**Equal Employment Opportunities**, Title VII of the Civil Rights Act)
42 U.S.C. § 12101 et seq. (Equal Opportunity for Individuals with Disabilities)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran’s Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

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

**BOARD POLICY 402
Disability Nondiscrimination Policy**

Adopted ___ By Reference ___

Revised ___ **February 2022** ___

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

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact the school district's appointed ADA/Section 504 coordinator. Contact information is as follows:

Elementary Section 504 Officer
Melissa Tate, Elementary Principal
1414 15th Avenue

Secondary Section 504 Officer
Marc Glowack, Dean of Students
1515 11th Street

International Falls, MN 56649
218-283-2571 ext 1232
Alternate: Marc Glowack

International Falls, MN 56649
218-283-2571 ext 1110
Alternate: Melissa Tate

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. 794 *et. seq.* (~~Section 504 of the~~ Rehabilitation Act of 1973), ~~§ 504)~~
42 U.S.C., ~~Ch. 126~~ § ~~1210112~~ (Americans with Disabilities Act)
29 C.F.R. Part 32
~~34 C.F.R. Part 35~~
34 C.F.R. Part 104

1
Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

BA-2 at 1.00 FTE – Social Studies Teacher

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 Adam Mathews, a legally qualified licensed teacher who agrees to teach in the public schools of said District as Social Studies Teacher for the school year 2022 to 2023.

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:
 \$ 45,405.00 For basic services*
 \$ _____ For additional services as set forth in paragraph 6.
 \$ 45,405.00 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____.

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

Teacher

School Board Chair

School Board Clerk

FUND 02 - FOOD SERVICE FUND
ISD 361 Budget Report with Fund Balance
As of May 16, 2022

	FY 2019 - 2020 Audited 06/30/2020	FY 2020 - 2021 Audited 6/30/21	FY 2021 - 2022 Final 05/16/22	FY 2022 - 2023 DRAFT 05/16/22
REVENUE:				
State Sources	24,774	11,202	13,870	25,000
Federal Sources	348,490	443,631	549,763	375,000
Federal (ESSER 1 Time)		37,730	-	-
State Allocation FY20 SSFP (1 time)		9,614	-	-
Sales to Students/Adults	175,103	27,713	65,000	160,000
Funds Transfer from Fd 01		-	-	-
Total Revenue:	548,367	529,890	628,633	560,000
EXPENSE:				
Food Service Staff Wages	213,003	230,759	241,000	244,615
Food Service Staff Benefits	45,890	54,684	55,690	60,000
Purchased Services	5,574	3,331	1,750	1,750
Interdepartment Chargebacks	-	-	(1,000)	(1,000)
Supplies, Food, Commodity & Milk	280,602	228,066	320,819	320,819
Food, Commodities & Milk	-	-	-	-
Equipment	-	-	-	-
Dues / Memberships	1,755	1,938	1,938	1,938
Total Expense:	546,824	518,778	620,197	628,122
Revenues Over (Under) Expense:	1,543	11,112	8,436	(68,122)
Restricted Fund Balance:				
Beginning Fund Balance:	55,882	54,040	61,987	70,423
Revenue Over (Under) Expense:	1,543	11,112	8,436	(68,122)
Inventory Adjustment (nonspendable):	(3,385)	(3,165)	-	-
Ending Fund Balance 6/30/XX	54,040	61,987	70,423	2,301

FUND 04 - COMMUNITY SERVICE
ISD 361 Budget Report with Fund Balance
May 18, 2022

	FY 19 - 20 Actual 06/30/20	FY20 - 21 Audited 06/30/2021	FY21 - 22 FINAL 5/16/22	FY22 - 23 Tentative 5/16/2022
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COMMUNITY ED PROGRAMS:

Revenue:

Local, Levy and State Aid	155,486	119,655	134,399	139,613
Class Tuition/Fee's	21,063	12,962	33,000	30,000
DFC Federal Grant			60,294	125,000
Donations to DFC Grant			1,550	1,000
Summer PreSchool (F165)	0	36,000	18,000	0
	<u>176,549</u>	<u>168,617</u>	<u>247,243</u>	<u>295,613</u>

Expense:

Community Ed Programs	137,203	120,674	174,831	179,142
ECFE / School Readiness	0	22,055	0	13,710
Grant Programs	7,931	0	0	0
Preschool Screening	3,044	1,798	3,500	3,500
NonPublic Program	3,216	3,002	3,500	3,500
DFC Grant			61,844	126,000
Summer PreSchool (F165)		10,939	50,387	
Total Expense:	<u>151,394</u>	<u>158,468</u>	<u>294,062</u>	<u>325,852</u>

Fund Balance Summary:

Beginning Fund Balance (7/01/20XX):	47,253	72,408	82,557	35,738
Revenue Over (Under) Expense:	25,155	10,149	-46,819	-30,239
Transfer Negative Fund Balance				-2,708
Ending Fund Balance (6/30/20XX):	<u>72,408</u>	<u>82,557</u>	<u>35,738</u>	<u>2,791</u>

ECFE:

Revenue:

Levy & Local Revenue	23,338	23,395	22,803	22,278
Class Tuition/Fee's	2,553	925	1,800	2,800
State Revenue	38,067	38,427	34,586	25,700
Total Revenue:	<u>63,958</u>	<u>62,747</u>	<u>59,189</u>	<u>50,778</u>

Expense:

Wages & Benefits:	66,996	61,311	56,801	50,886
Purchased Services, Supplies:	934	1,436	2,600	2,600
Total Expense:	<u>67,930</u>	<u>62,747</u>	<u>59,401</u>	<u>53,486</u>

Fund Balance Summary:

Beginning Fund Balance (7/01/20XX):	4,160	188	188	-24
Revenue Over (Under) Expense:	-3,972	0	-212	-2,708
Transfer negative fund balance				2,708
Ending Fund Balance (6/30/20XX):	<u>188</u>	<u>188</u>	<u>-24</u>	<u>-24</u>

SCHOOL READINESS:

Revenue:

Tuition	34,525	52,133	55,000	54,000
Tuition A/R Due		14,051		
Collections		1,790	1,000	1,000
Write Off		-12,927		
State Revenue	46,570	42,806	44,763	31,416
Basic Skills (Gen Ed Aid)		75,328	65,400	67,583
Grant: Pathway I	21,869	11,250	21,000	20,000
Grant: Pathway II	37,500	37,500	37,500	37,500
Total Revenue:	<u>140,464</u>	<u>221,931</u>	<u>224,663</u>	<u>211,499</u>

Expense:

Wages & Benefits:	138,178	217,600	219,629	206,445
Purchased Services, Supplies:	2,437	4,426	3,825	6,050
Miscellaneous (write off)		0		
Total Expense:	<u>140,615</u>	<u>222,026</u>	<u>223,454</u>	<u>212,495</u>

Fund Balance Summary:

Beginning Fund Balance (7/01/20XX):	247	96	1	1,210
Revenue Over (Under) Expense:	-151	-95	1,209	-996
Ending Fund Balance (6/30/20XX):	<u>96</u>	<u>1</u>	<u>1,210</u>	<u>214</u>

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

This contract is by and between ***International Falls Independent School District #361; 1515 Eleventh Street; International Falls, MN 56649*** (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ***Lake Superior College, 2101 Trinity Road, Duluth, MN 55811*** (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.** The MINNESOTA STATE agrees to provide the following:

Lake Superior College (LSC) CITS Staff shall:

- Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.

- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at <https://www.lsc.edu/become-a-student/college-in-the-schools/college-in-the-schools-handbooks/>.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2022 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.
- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2022 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***June 1, 2022, or upon the date that the final required signature is obtained by MINNESOTA STATE***, whichever occurs later, and shall

remain in effect until **June 30, 2023** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. **CANCELLATION.** This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. **AUTHORIZED REPRESENTATIVES.**

a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Kevin Grover
Title: Superintendent
Address: 1515 Eleventh Street; International Falls, MN 56649
Telephone: 218-283-2571 X 1112
E-Mail: kgrover@isd361.org

b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name: Stephanie Wainionpaa
Title: College in the Schools Director
Address: 2101 Trinity Road, Duluth MN 55811
Telephone: 218-733-5916
E-Mail: stephanie.wainionpaa@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. **ASSIGNMENT.** Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. **LIABILITY.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.
9. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").** The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
10. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract.

The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature) DocuSigned by: <i>Linda Kingston</i>
Title VP Academic and Student Affairs
Date 5/10/2022 10:01:58 PM CDT

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

By (authorized signature) DocuSigned by: <i>Kevin Grover</i>
Title Superintendent
Date 5/11/2022 7:40:36 AM PDT

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement) DocuSigned by: <i>Nickoel Anderson</i>
Title Director of Business Services
Date 5/11/2022 9:50:40 AM CDT

Attachment A - 2022-2023 LSC CITS COURSES**Cost: \$3,000.00**

The following courses will be covered under this Concurrent Enrollment agreement:

Course	Course Title	Credits	HS Instructor	Term (s)
COMM 1110	Public Speaking	3	Hamers, Katie	Fall

International Falls School District

District Name International Falls School District
District # 361
CITS Contact Thane Grewatz
CITS Contact Email tgrewatz@isd361.org
Principal Timothy Everson
Principal Email teverson@isd361.org
Superintendent Kevin Grover
Superintendent Email kgrover@isd361.org

Certificate Of Completion

Envelope Id: 44C4BDA1841547E9928B12E94C04A2DA	Status: Completed
Subject: Please DocuSign: LSC CITS Contract - International Falls AY2023.docx	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Michael Francisco
Time Zone: (UTC-06:00) Central Time (US & Canada)	30 7th St E Ste 350
	Saint Paul, MN 55101
	michael.francisco@lsc.edu
	IP Address: 204.77.44.52

Record Tracking

Status: Original	Holder: Michael Francisco	Location: DocuSign
5/10/2022 11:21:21 AM	michael.francisco@lsc.edu	

Signer Events

Signer Events	Signature	Timestamp
Linda Kingston linda.kingston@lsc.edu VP Academic and Student Affairs Lake Superior College Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  E8FEFB02A317472...</p> <p>Signature Adoption: Pre-selected Style Signed by link sent to linda.kingston@lsc.edu Using IP Address: 170.249.76.10</p>	<p>Sent: 5/10/2022 11:24:10 AM Viewed: 5/10/2022 10:01:51 PM Signed: 5/10/2022 10:01:58 PM</p>

Electronic Record and Signature Disclosure:
 Accepted: 5/10/2022 10:01:51 PM
 ID: c7b10a9e-ffde-47e9-bfa8-93558e795203

Kevin Grover kgrover@isd361.org Superintendent Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  929DFACF5F1A48B...</p> <p>Signature Adoption: Pre-selected Style Signed by link sent to kgrover@isd361.org Using IP Address: 205.149.147.90</p>	<p>Sent: 5/10/2022 10:02:00 PM Viewed: 5/11/2022 9:39:11 AM Signed: 5/11/2022 9:40:36 AM</p>
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Electronic Record and Signature Disclosure:
 Accepted: 5/11/2022 9:39:11 AM
 ID: f5722292-ff64-4570-b97f-dc77f1ce0a6e

Nickoel Anderson nickoel.anderson@lsc.edu Director of Business Services Lake Superior College Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  7579A626C65D4E7...</p> <p>Signature Adoption: Pre-selected Style Signed by link sent to nickoel.anderson@lsc.edu Using IP Address: 204.77.44.52</p>	<p>Sent: 5/11/2022 9:40:37 AM Viewed: 5/11/2022 9:50:29 AM Signed: 5/11/2022 9:50:40 AM</p>
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/10/2022 11:24:10 AM
Certified Delivered	Security Checked	5/11/2022 9:50:29 AM
Signing Complete	Security Checked	5/11/2022 9:50:40 AM
Completed	Security Checked	5/11/2022 9:50:40 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

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:

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

The following voted in favor:

Bronco Hall of Fame Donations

PCA of International Falls	\$ 1500.00
Coca-Cola of International Falls	\$ 250.00
TruStar Federal Credit Union	\$ 500.00
Dean Blais	\$500.00
John & Linda Dacy	\$250.00

PCA of International Falls

Pizza Barn Gift Certificate for Teachers Appreciation Day
Class of 2022 Graduate Lawn Signs

Ken & Jackie Krueger 8 Bikes for the Bike Rodeo

Voting against:

Whereupon, the resolution was declared adopted.

From: Community Education - ISD
#361 Int'l Falls
 1515 11th St
 International Falls, MN 56649

Facilities Agreement

Last Edited: 5/12/22 at 1:22pm

Permit # 2205-0019

Contact/Billing Person: Marty Goulet
 Address: 1934 County Road 138, International Falls, MN 56649
 Mobile Phone: (218) 324-2088

EVENT NAME: Arena Rental
To: Marty Goulet
 1934 County Road 138
 International Falls, MN 56649

Date/Time	Location/Activity/Detail	Units	Rate	Subtotal
Mon 8/8/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Tue 8/9/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Wed 8/10/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Thu 8/11/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Fri 8/12/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Mon 8/15/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Tue 8/16/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Wed 8/17/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Thu 8/18/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Fri 8/19/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Mon 8/22/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Tue 8/23/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Wed 8/24/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Thu 8/25/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Fri 8/26/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Mon 8/29/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Tue 8/30/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86

Wed 8/31/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Thu 9/1/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Fri 9/2/2022	*Bronco Arena - Arena			
12:00pm - 8:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Tue 9/6/2022	*Bronco Arena - Arena			
3:30pm - 10:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Wed 9/7/2022	*Bronco Arena - Arena			
3:30pm - 10:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Thu 9/8/2022	*Bronco Arena - Arena			
3:30pm - 10:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Fri 9/9/2022	*Bronco Arena - Arena			
3:30pm - 10:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Mon 9/12/2022	*Bronco Arena - Arena			
3:30pm - 10:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Tue 9/13/2022	*Bronco Arena - Arena			
3:30pm - 10:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Wed 9/14/2022	*Bronco Arena - Arena			
3:30pm - 10:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Thu 9/15/2022	*Bronco Arena - Arena			
3:30pm - 10:00pm	Arena Rental	1.00	\$ 475.86	\$ 475.86
Fri 9/16/2022	*Bronco Arena - Arena			
3:30pm - 10:00pm	Arena Rental	1.00	\$ 475.92	\$ 475.92

Summary	Facilities Rental:	\$ 13800.00	Estimated Total Charges:	\$ 13800.00
	Other Needs:	\$ 0.00	Balance Due:	\$ 13800.00
	Extra Charges:	\$ 0.00	Total Amount Paid:	\$ 0.00
			Remaining Balance Due:	\$ 13800.00

The Sponsor will use ISD 361 facilities (Facilities) for the event set forth in the attached Facilities Use Request Form (Event) completed by the Sponsor and accepted by ISD 361. Sponsor will flood the rink approximately four (4) times during rental period. If the district gets any other rentals during this time period outside of your hours, district will deduct charges accordingly.

1. **RESPONSIBILITY:** All activities must have appropriate adult supervision. The Lessee agrees and will be responsible for any damage to the facility by the Lessee or the Lessee's agents, assigns, or participants in any activity sponsored, controlled, or organized by the lessee, or for activities over which the Lessee has control or for which purpose the space is leased.

2. **INDEMNITY:** The Sponsor agrees to indemnify, save and hold harmless International Falls Public Schools, ISD 361 and all their officers, employees, and agents, individually and collectively, for any and all claims, demands, suits, causes of action, or judgments (including defense and other costs) any person had, now has, or may have in the future arising out of the Lessee's use and/or occupancy of the leased premises, including any and all incidences and occurrences which cause bodily injury, property damage, or death. International Falls Public Schools, ISD 361, assumes no liability for personal injury suffered by reason of the use of such school property pursuant to this agreement.

3. **INSURANCE AND INDEMNIFICATION:** Sponsor agrees to assume all risk of and liability for -- and further agrees to defend, indemnify, and hold harmless -- the International Falls Public Schools, ISD 361 and its agents, officers, and employees, from and against any and all claims based on the vicarious liability of International Falls Public Schools, ISD 361 or its agents, officers, and employees, but not against claims

based solely on International Falls Public Schools, ISD 361 comparative fault, negligence, or intentional misconduct. Sponsor shall secure and keep in force during the entire term of the Event (from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in Minnesota ... singularly or collectively referred to, as the case may be, the "insurance carrier") a commercial general liability insurance policy or coverage ("policy") for any and all claims of any nature for bodily injury, property damage, personal and advertising injury, or other harm or loss arising out of or in connection with the Event(s). The policy shall name International Falls Public Schools, ISD 361 (and including its agencies, officers, and employees) as an additional insured. Sponsor shall furnish a certificate of insurance from the insurance carrier showing the endorsement naming ISD as an additional insured to the policy with limits of liability of at least \$500,000 per person and \$1,500,000 per occurrence consistent with Minnesota Statute section 466.01, et seq. The policy must provide that the policy may not be canceled without 10 days prior written notice to International Falls Public Schools, ISD 361 and shall contain a "Waiver of Subrogation" (waiving any right of recovery the insurance carrier may have against ISD). The policy must provide that any fees, costs, expenses, or other charges for or related to the investigation or defense of any claim or suit shall be outside of (i.e., in addition to, without any cap or limit) any otherwise applicable limit of liability of the policy. Sponsor will deliver said certificate of insurance and endorsement to International Falls Public Schools, ISD 361 at least 5 days prior to the Event.

4. ORDERLY USE: The Lessee agrees that the Lessee and its employees, agents, volunteers, invitees and guest will comply with all directives of the school staff and policies of the school and all laws of the state of MN. These include, but are not limited to the following: • No weapons on campus • No drugs or controlled substances on campus • No alcoholic beverages will be sold or consumed on campus • The use of tobacco substances is not allowed on campus

5. NO TRANSFER, ASSIGNMENT OR SUBLEASE: The Lessee may not transfer or assign this agreement or sublet any part of said premises without the express written consent of the Superintendent of Schools.

6. VIOLATION OF AGREEMENT: If the Lessee violates any of the covenants of this agreement, the Superintendent of International Falls Public Schools, ISD 361, or his/her designee or the school principal, may, without notice to the Lessee, terminate the agreement and retake possession of the premises.

7. ALTERATIONS/EQUIPMENT: No alterations are to be made to school property without the written consent of the Superintendent. Rental of facilities does not include use of school equipment or any product/supplies unless approved. At the permission and prior approval of the Superintendent, the Lessee may be allowed to rearrange furniture in the school facility. The Lessee must return any moved furniture to its proper location.

8. CONFIRMATION OF AGREEMENT: The agreement is not in force until signed by the Lessee, accepted and signed by the school official, and the amount designated as "Total User Fee" has been received by the school. The Lessee and the Superintendent shall retain fully executed copies of this document.

9. CANCELLATION: This agreement may be cancelled by the school district at their discretion. In the event of an emergency, the school district may use their discretion for cancellation of events. (ex. inclement weather). If the school is closed due to weather, emergency, etc., all events and rentals are canceled until the schools are officially reopened.

10. REMOVAL OF PROPERTY: The Lessee is responsible for the removal of all of their supplies and materials used in conjunction with the event immediately upon its end. Those items not removed within 24 hours after the event date shall be disposed of by the school at the expense of the Lessee. The school shall assume no responsibility for these items before, during, or after the event.

11. SECURITY: The Lessee agrees to reimburse the school for employment of a sufficient number (as deemed necessary by the Superintendent, at his/her sole discretion) of duly authorized law enforcement officers for the purpose of maintaining order, protecting the public and school property, and enforcing regulations and laws of the state of MN, or to provide additional, sufficient security as deemed necessary by the Superintendent. The Lessee will not be permitted to use the school property if the Lessee fails to cooperate with law enforcement. This reimbursement shall be in addition to the "total User Fees", and described within the Facility Fee Schedule.

12. PAYMENT FOR DAMAGES: The Lessee agrees to pay costs of repair or replacement for damages, which may have occurred during the term of this agreement in order to restore the rented space or other parts of the campus affected by the event at a condition equal to that prior to the event.

13. ADDITIONAL REGULATIONS AND CONDITIONS OF USE: International Falls Public Schools, ISD 361, reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interest of the school, and such regulations shall be binding upon the Lessee.

14. FOOD AND DRINK: No eating or drinking will be allowed except where provisions are made for such activities in advance, and the provisions must comply with regulations of the State Department of Human Resources, Division of Health Services, and the Koochiching County Health Department. No open or pit fires, nor candles, will be allowed under any circumstances. In addition, no portable cooking devices fueled by charcoal, propane gas, or powered by any other means may be used without the prior consent of the Superintendent of Schools.

15. PUBLIC SAFETY: The Lessee agrees that at all times he/she/they will conduct activities with full regard to public safety, and will observe and abide by all applicable regulations. All portions of sidewalks, entries, doors, passages, halls, corridors, stairs, and all ways of access to public utilities shall be kept unobstructed by the Lessee. The Lessee is not to bring onto the premises any material, substance, equipment, or object, which is likely to constitute a hazard to the property without the prior written consent of the school Superintendent.

16. CONTROL OF FACILITY AND RIGHT OF ENTRY: In renting the identified facilities to the Lessee, it is understood that International Falls Public Schools, ISD 361, does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules, and regulations. Duly authorized representatives of International Falls Public Schools, ISD 361, may enter the premises without any restriction whatsoever.

17. CARE OF FACILITY: The Lessee shall not injure or deface the premises or any equipment therein. The Lessee shall not drive any nails, hooks, tacks, or screws into any part of the building, nor make any alterations of any kind to said facility.

18. PARKING: Parking will be permitted only in areas designated for such use. Parking will not be permitted on grassed or landscaped areas.

I have read and agree to abide by the rules and regulations governing facility use at International Falls Public Schools, ISD 361. I agree to work with ISD 361 to alter hours if the need arises.

Signature
Kevin Grover
Community Education - ISD #361 Int'l Falls

Signature
Marty Goulet



That's Community Ed!

Community Ed Update
May 16, 2022

The Community Education Advisory Board meeting had to be postponed from May 10, 2022 to May 24, 2022 due to the Community Education Coordinator being out sick.

The pool continues to be busy. Every weekend in May we have had a birthday party booked. We are trying to get a lifeguard class planned for early June.

We have a Defensive Driving class scheduled for June 13 at 9:00, Safe Sitter class for May 17, 18, and 19, Drivers Training class starting May 24. We currently have one ceramics workshop going and one more workshop that will start June 4 (there is still room). Swim lessons have begun again and we are working on getting the individual swim lessons done. We anticipate next year we will continue to do group lessons.

The community garden will be operating this year again. I am working on creating a contract for people that sign up for a plot and doing an inventory of what we have.

Community Education, KAPE, and Koochiching County SHIP are planning a bike rodeo for May 31, 2022 at Kerry Park. We have had donations of new bikes that we will use for drawing giveaways along with used bikes that are in great condition that we will give away as first come first serve basis. Community Education continues to be busy and we are continuing to bring back more community based classes.