



8. Second reading of School Board Policy 207 -  
Public Hearings
9. Second reading of School Board Policy - 208  
Development, Adoption, and Implementation of  
Policies
10. Second reading of School Board Policy 209 -  
Code of Ethics
11. Approve unpaid leave request from Abby Rousseau  
for leave beginning April 24 to end of the school  
year, and an additional 5 days of unpaid days  
leave to be used prior to April 24th.
12. Second reading of School Board Policy 210 -  
Conflict of Interest - School Board Members
13. Second reading of School Board Policy 211 -  
Criminal or Civil Action Against School Dist.,  
School Board Member, Employee, or Student
14. Second reading of School Board Policy 212 -  
School Board Member Development
15. First reading of School Board Policy 416 - Drug  
and Alcohol Testing
16. First reading of School Board Policy 417 -  
Chemical Use and Abuse
17. First reading of School Board Policy 420 -  
Students and Empl. with Transmitted and  
Communicable Diseases
18. First reading of School Board Policy 423 -  
Employee-Student Relationships
19. First reading of School Board Policy 506 -  
Student Discipline
20. First reading of School Board Policy 508 -  
Extended School Year with IEPS
21. First reading of School Board Policy 509 -  
Enrollment of Nonresident Students
22. First reading of School Board Policy 515 -  
Protection and Privacy of Pupil Records
23. First reading of School Board Policy 517 -  
Student Recruiting
24. First reading of School Board Policy 525 -  
Violence Prevention
25. First reading of School Board Policy 527 -  
Student Use and Parking of Motor Vehicles;  
Inspections; Searches
26. First reading of School Board Policy 528 -  
Student Parental, Family, and Marital Status  
Nondiscrimination
27. Recognize Marissa Kerry as volunteer Softball  
Coach for the 2022-2023 season.
28. Approve proposal from IEA for Lead in Water  
Testing at cost of \$4,800.
29. Accept resignation due to retirement from Angel  
Boe, Paraprofessional, effective March 31, 2023.
30. Award gym roof replacement project to Nelson  
Roofing at a cost of \$115,483.
31. Award arena exterior door replacement to  
Pelland and Swenson at a cost of \$36,000.

**Action Items**

1. A. Improving systems and structures to create a culture where all are welcome and supported.

1.a. Resolution Acceptance of Gifts and Donations.  
Motion by \_\_, second by \_\_. Motion carried / failed.

1.b. Approve the 2023-2024 school year calendar version "C". Motion by \_\_, second by \_\_.  
Motion carried / failed.

1.c. Approve Recreation Commission Termination Agreement with City of International Falls.  
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. April 3, 2023 School Board Meeting at 5:15 pm.  
Work session with Nexus and action on fiscal year 2024 budget.

5. Beth Slatinski, Community Education Coordinator

6. Committee Reports:

6.a. Community Education Advisory Board

6.b. Recreation Commission

**Closed Session**

1. The meeting will be closed as permitted by Minnesota Statutes, section 13D.03 to discuss the Districts labor negotiation strategy related to negotiations with L510 - AFSCME. Motion by \_\_, second by \_\_. Motion carried / Failed

**Reopen and Adjournment**

1. Motion by \_\_, second by \_\_ to reopen meeting and adjourn meeting at \_\_ p.m. Motion carried / failed.

Payables Summary  
March 20, 2023

Check No	Vendor	Check Date	Invoice Date	Invoice Description	PO Number	Amount
				#20		
201126393	DENFELD HIGH SCHOOL	2/22/2023	Speech 2/4/23	Speech Entry Fee on 2/4/23 @ 62nd Denfeld High School Rotary Tournament	0 \$	70.00
201126394	Fisher, Jayme	2/22/2023	BHockey 2/16/23	Boys Hockey Official on 2/16/23 vs Lake of the Woods	0 \$	85.00
	Fisher, Jayme	2/22/2023	BHockey 2/16/23	Boys Hockey Official on 2/16/23 vs Lake of the Woods	0 \$	85.00
201126395	Section 7A	2/22/2023	BHockey 2/18/23	Boys Hockey Section 7A Round 1 Playoff Game Ticket Sales on 2/18/23 vs Moose Lake	0 \$	2,380.00
201126396	Weidner Holdings, LLC	2/22/2023		2 Payment for ServSafe	0 \$	80.00
201126397	Fisher, Jayme	2/22/2023	GHockey 2/3/23	Girls Hockey Official on 2/3/23 vs Pequot Lakes	0 \$	110.00
201126398	AFSCME Council 65	2/24/2023	20230224ADAF	Payroll accrual	0 \$	997.35
	AFSCME Council 65	2/24/2023	20230224ADAF	Payroll accrual	0 \$	280.14
201126398	AFSCME Council 65	2/24/2023	20230224ADAF	Payroll accrual	0 \$	19.68
	AFSCME Council 65	2/24/2023	20230224ADAF	Payroll accrual	0 \$	16.67
	AFSCME Council 65	2/24/2023	20230224ADAF	Payroll accrual	0 \$	7.00
	AFSCME Council 65	2/24/2023	20230224ADAF	Payroll accrual	0 \$	0.33
201126399	AFT Local #331	2/24/2023	20230224ADDL	Payroll accrual	0 \$	2,914.34
	AFT Local #331	2/24/2023	20230224ADDL	Payroll accrual	0 \$	93.66
201126400	ND Child Support Division	2/24/2023	20230224ADCS	Child Support	0 \$	276.93
201126401	Para Local #4798	2/24/2023	20230224ADDL	Payroll accrual	0 \$	607.44
	Para Local #4798	2/24/2023	20230224ADDL	Payroll accrual	0 \$	66.46
201126402	ARROWHEAD LIBRARY SYSTEM	2/24/2023	7798	Library Catalog System	6202300000	\$ 625.00
201126403	Aviben	2/24/2023	26717	403b Third Party Admin Svc	1102300020	\$ 190.37
201126404	KANTOR ELECTRIC INC	2/24/2023	17280	Repair light in main hallway	8102300056	\$ 104.00
	KANTOR ELECTRIC INC	2/24/2023	17536	Repairs to metal shop outlet, cord reel cable and swap receptacle over to accept welder.	8102300123	\$ 996.93
201126405	Marco Technologies LLC	2/24/2023	INV10884344	Guid Office Cost per Copy	7102300001	\$ 30.55

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	Marco Technologies LLC	2/24/2023	INV10884345	FES; Canon 1025N Copier	1302300032	\$ 165.62
201126406	MN ENERGY RESOURCES CORP	2/24/2023	0507263223-0C	Natural Gas Services; FHS	8102300029	\$ 9,250.80
	MN ENERGY RESOURCES CORP	2/24/2023	0507263223-0C	Natural Gas Services; FHS	8102300029	\$ 3,083.60
201126407	MN GRADUATE SERVICES LTD	2/24/2023	222	LATE GRAD DIPLOMAS	3002300081	\$ 40.00
201126408	Section 7A	2/24/2023	Intlfalls	Contest Entry Fees MSHSL Music Contest	2582300011	\$ 255.00
201126409	TechCheck	2/24/2023	50243	Labor, remote work	6052300070	\$ 168.00
201126410	The Sport Shop	2/24/2023	1042023	Practice Pucks for Boys Hockey	2922300049	\$ 64.26
	The Sport Shop	2/24/2023	21423	Bauer Hockey Helmets - Boys	2922300050	\$ 515.00
201126411	UHL	2/24/2023	48619	Trouble shoot graphics issue with FES heating system.	8102300112	\$ 461.25
201126412	UPPER LAKES FOODS	2/24/2023	233306-00	Dishwashing Supplies	7702300007	\$ 520.03
	UPPER LAKES FOODS	2/24/2023	233306-00	Dishwashing Supplies	7702300007	\$ 1,226.72
	UPPER LAKES FOODS	2/24/2023	233306-00	Dishwashing Supplies	7702300007	\$ 7.95
201126413	US FOODSERVICE	2/24/2023	4527821	Food for Meal Services	7702300000	\$ 1,763.49
	US FOODSERVICE	2/24/2023	4527821	Food for Meal Services	7702300000	\$ 110.47
	US FOODSERVICE	2/24/2023	4527821	Food for Meal Services	7702300000	\$ 102.34
	US FOODSERVICE	2/24/2023	4614690	Food for Meal Services	7702300000	\$ 1,926.77
	US FOODSERVICE	2/24/2023	4614690	Food for Meal Services	7702300000	\$ 78.72
	US FOODSERVICE	2/24/2023	4614690	Food for Meal Services	7702300000	\$ 49.74
	US FOODSERVICE	2/24/2023	4527834	FACS classroom food and cleaning supplies	2502300006	\$ 39.24
	US FOODSERVICE	2/24/2023	4527834	FACS classroom food and cleaning supplies	2502300006	\$ 47.09
	US FOODSERVICE	2/24/2023	4527822	Food for Meal Services	7702300000	\$ 191.14
	US FOODSERVICE	2/24/2023	4614689	Food for Meal Services	7702300000	\$ 123.18
	US FOODSERVICE	2/24/2023	4606347	FACS classroom cleaning supplies	2502300006	\$ 20.16
	US FOODSERVICE	2/24/2023	4606347	FACS classroom cleaning supplies	2502300006	\$ 24.19
	US FOODSERVICE	2/24/2023	4691518	Food for Meal Services	7702300000	\$ 1,088.60
	US FOODSERVICE	2/24/2023	4691518	Food for Meal Services	7702300000	\$ 298.70

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	US FOODSERVICE	2/24/2023	4691518	Food for Meal Services	7702300000	\$ 39.06
	US FOODSERVICE	2/24/2023	4691519	Food for Meal Services	7702300000	\$ 137.63
	US FOODSERVICE	2/24/2023	4787919	Food for Meal Services	7702300000	\$ 1,145.57
	US FOODSERVICE	2/24/2023	4787919	Food for Meal Services	7702300000	\$ 165.06
	US FOODSERVICE	2/24/2023	4787919	Food for Meal Services	7702300000	\$ 16.58
	US FOODSERVICE	2/24/2023	4787934	Food for Meal Services	7702300000	\$ 157.50
	US FOODSERVICE	2/24/2023	4787920	Food for Meal Services	7702300000	\$ 62.22
	US FOODSERVICE	2/24/2023	4614688	Food for Meal Services	7702300000	\$ 883.66
	US FOODSERVICE	2/24/2023	4614688	Food for Meal Services	7702300000	\$ 138.66
	US FOODSERVICE	2/24/2023	4691521	Food for Meal Services	7702300000	\$ 939.43
	US FOODSERVICE	2/24/2023	4691521	Food for Meal Services	7702300000	\$ 97.60
	US FOODSERVICE	2/24/2023	4787922	Food for Meal Services	7702300000	\$ 694.21
	US FOODSERVICE	2/24/2023	4787935	Food for Meal Services	7702300000	\$ 157.50
201126413	US FOODSERVICE	2/24/2023	4527825	Food for Meal Services	7702300000	\$ 436.37
	US FOODSERVICE	2/24/2023	4527825	Food for Meal Services	7702300000	\$ 83.38
	US FOODSERVICE	2/24/2023	4864429	Food for Meal Services	7702300000	\$ 741.19
	US FOODSERVICE	2/24/2023	4864429	Food for Meal Services	7702300000	\$ 203.95
	US FOODSERVICE	2/24/2023	4864429	Food for Meal Services	7702300000	\$ 144.41
	US FOODSERVICE	2/24/2023	4527820	Food for Meal Services	7702300000	\$ 352.01
	US FOODSERVICE	2/24/2023	4614687	Food for Meal Services	7702300000	\$ 215.04
	US FOODSERVICE	2/24/2023	4691520	Food for Meal Services	7702300000	\$ 502.55
	US FOODSERVICE	2/24/2023	4787921	Food for Meal Services	7702300000	\$ 95.09
	US FOODSERVICE	2/24/2023	4864432	Food for Meal Services	7702300000	\$ 128.75
	US FOODSERVICE	2/24/2023	4691525	Kindergarten Snacks	1302300041	\$ 155.86
	US FOODSERVICE	2/24/2023	4787923	Pre School Snacks	1302300041	\$ 187.51
	US FOODSERVICE	2/24/2023	4957413	Food for Meal Services	7702300000	\$ 1,552.97
	US FOODSERVICE	2/24/2023	4957413	Food for Meal Services	7702300000	\$ 337.94
	US FOODSERVICE	2/24/2023	4957413	Food for Meal Services	7702300000	\$ 16.36
	US FOODSERVICE	2/24/2023	4957414	Food for Meal Services	7702300000	\$ 223.66
	US FOODSERVICE	2/24/2023	4957409	Food for Meal Services	7702300000	\$ 105.00
	US FOODSERVICE	2/24/2023	5945457	Food for Meal Services	7702300000	\$ (63.45)
	US FOODSERVICE	2/24/2023	4779702	Food for Meal Services	7702300000	\$ 64.14
	US FOODSERVICE	2/24/2023	4957412	Food for Meal Services	7702300000	\$ 1,012.62

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	US FOODSERVICE	2/24/2023	4957412	Food for Meal Services	7702300000	\$ 85.69
	US FOODSERVICE	2/24/2023	4957412	Food for Meal Services	7702300000	\$ 30.16
	US FOODSERVICE	2/24/2023	4957411	Food for Meal Services	7702300000	\$ 305.16
	US FOODSERVICE	2/24/2023	4957418	Food for Meal Services	7702300000	\$ 255.06
	US FOODSERVICE	2/24/2023	4957410	Food for Meal Services	7702300000	\$ 105.00
	US FOODSERVICE	2/24/2023	4864431	Food for Meal Services	7702300000	\$ 748.86
	US FOODSERVICE	2/24/2023	4864430	Food for Meal Services	7702300000	\$ 230.83
	US FOODSERVICE	2/24/2023	4864430	Food for Meal Services	7702300000	\$ 52.50
	US FOODSERVICE	2/24/2023	4864430	Food for Meal Services	7702300000	\$ 60.32
	US FOODSERVICE	2/24/2023	4957417	Kindergarten Snacks	1302300041	\$ 162.76
	US FOODSERVICE	2/24/2023	5033925	Food for Meal Services	7702300000	\$ 105.00
	US FOODSERVICE	2/24/2023	5033921	Food for Meal Services	7702300000	\$ 1,126.49
	US FOODSERVICE	2/24/2023	5033921	Food for Meal Services	7702300000	\$ 44.51
	US FOODSERVICE	2/24/2023	5033920	Food for Meal Services	7702300000	\$ 121.37
201126414	Meininger, Jerry	2/24/2023	Bswim 2/18/23	Boys Swimming Official on 2/18/23 Invitational JH Meet		0 \$ 120.00
	Meininger, Jerry	2/24/2023	Bswim 2/18/23	Boys Swimming Official on 2/18/23 Invitational JH Meet		0 \$ 151.96
201126416	STRUKEL, JASON	2/24/2023	BHockey 2/16/23	Boys Hockey Official on 2/16/23 vs Lake of the Woods		0 \$ 110.00
	STRUKEL, JASON	2/24/2023	BHockey 2/16/23	Boys Hockey Official on 2/16/23 vs Lake of the Woods		0 \$ 129.69
201126417	Weidner Holdings, LLC	3/3/2023		4 Kristal Mayfield ServSafe Class		0 \$ 100.00
201126418	APPLE INC	3/3/2023	AL05649827	Ipad 64G	6052300066	\$ 1,495.00
	APPLE INC	3/3/2023	AL06559835	iPads, 64GB	6052300066	\$ 35,280.00
201126419	CDW Government	3/3/2023	GS35676	Supplies	6052300067	\$ 1,920.00
	CDW Government	3/3/2023	GS34519	Supplies	6052300067	\$ 1,080.00
201126420	CITIZENS FOR BACKUS	3/3/2023	4876	Town Hall Meeting Backus Community Center	7902300074	\$ 500.00
201126421	HAWKINS INC	3/3/2023	6397959	Pool Chemicals	8102300025	\$ 443.02
201126422	MIDCONTINENT COMMUNICATIONS	3/3/2023	1.24861E+13	Arena, FHS Fax	6052300006	\$ 26.27
201126423	MN ENERGY RESOURCES CORP	3/3/2023	0505015015-00	Garage; Natural Gas Services	8102300029	\$ 1,600.67

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201126424	NORTHEAST SERVICE COOPERATIVE	3/3/2023	3480	Annual Heath and safety contract - IEA	8102300057	\$ 2,595.00
201126425	PITSCO INC	3/3/2023	11-0014379	GENERAL SUPPLIES WOOD SHOP NORM WOOD	2552300015	\$ 103.59
201126426	Rainy Lake Gazette	3/3/2023	68063	Newspaper advertising- town hall meeting sponsored by KAPE with left over money from 22.	7902300059	\$ 425.00
201126427	RECREATION COMMISSION	3/3/2023	22123	Recreation Commission	1102300005	\$ 72,224.00
	RECREATION COMMISSION	3/3/2023	22123	Recreation Commission	1102300005	\$ 20,479.98
201126428	SCHOOL NURSE SUPPLY INC	3/3/2023	0935336-IN	FES Nurse Supplies	1302300092	\$ 102.25
201126429	UNITED TRUCK BODY	3/3/2023	W 5965	Snow plow and lift gate for 2023 work truck	7602300049	\$ 12,978.90
	UNITED TRUCK BODY	3/3/2023	S 7464	Spring for bus 20	7602300056	\$ 716.21
201126430	WATER DEPT	3/3/2023	74-006700-00	Water Usage - Garage	8102300021	\$ 52.75
	WATER DEPT	3/3/2023	13-014700-00	FHS; Water Usage	8102300021	\$ 2,675.89
	WATER DEPT	3/3/2023	13-014800-00	FES; Water Usage	8102300021	\$ 1,463.05
	WATER DEPT	3/3/2023	13-014900-00	Arena; Water Usage	8102300021	\$ 3,911.19
201126431	BEMIDJI BUS LINE	3/10/2023	21945	Charter Bus Rental : BHockey	2922300052	\$ 1,900.00
	BEMIDJI BUS LINE	3/10/2023	21945	Charter Bus Rental : BHockey	2922300052	\$ 2,800.00
	BEMIDJI BUS LINE	3/10/2023	21945	Charter Bus Rental : GHockey	2922300052	\$ 1,600.00
	BEMIDJI BUS LINE	3/10/2023	21945	Charter Bus Rental : BHockey	2922300052	\$ 1,975.00
201126432	COCA-COLA BOTTLING CO	3/10/2023	40970	FHS; Ala Carte Beverages	7702300008	\$ 51.40
	COCA-COLA BOTTLING CO	3/10/2023	41216	FHS; Ala Carte Beverages	7702300008	\$ 86.05
	COCA-COLA BOTTLING CO	3/10/2023	41327	FHS; Ala Carte Beverages	7702300008	\$ 194.05
201126433	ECHO CALLS	3/10/2023	20051	HOT METALS SUPPLIES DAVE OLSON	2552300017	\$ 195.00
201126434	EHLERS & ASSC, INC	3/10/2023	93438	2023 Continuing Disclosure Reporting	0	\$ 850.00
201126435	FARGO PUBLIC SCHOOL DISTRICT	3/10/2023	167372	Out-State Prairie St John Tuition	0	\$ 81.00
201126436	FRIENDS GARBAGE SERVICE, LLC	3/10/2023	9300676	Garbage Pickups	8102300008	\$ 1,968.06
201126437	Hancock Tool Co. Inc.	3/10/2023	28461	HOT METALS MAINT. DAVE OLSON	2552300013	\$ 62.79

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201126438	INTERQUEST DETECTION CANINES	3/10/2023	114NM-Feb202	Canine Detection Services	1102300006	\$ 340.00
201126439	KGHS-AM	3/10/2023	1320018506	School Matters	102300003	\$ 225.00
201126440	MIDCONTINENT COMMUNICATIONS	3/10/2023	2.75104E+13	FES Fax Line	1102300022	\$ 37.60
201126441	MN ENERGY RESOURCES CORP	3/10/2023	0506435793-0C	Arena	8102300029	\$ 3,589.58
	MN ENERGY RESOURCES CORP	3/10/2023	0503196532-0C	Arena Water Heater	8102300029	\$ 4,047.14
201126442	MN POWER	3/10/2023	8.53687E+11	Pole Attachment Rental	0	\$ 99.00
201126443	MN SCHOOL BOARD ASSN	3/10/2023	INV-02898-S8N	Phase 2 - Jessica Crosby	0	\$ 210.00
	MN SCHOOL BOARD ASSN	3/10/2023	INV-02899-Q1B	Phase 1 - Jessica Crosby	0	\$ 125.00
201126444	PAN O GOLD BAKING CO	3/10/2023	1.00099E+13	Bread for Meal Service	7702300009	\$ 26.25
	PAN O GOLD BAKING CO	3/10/2023	1.00099E+13	Bread for Meal Service	7702300009	\$ 26.25
	PAN O GOLD BAKING CO	3/10/2023	1.00099E+13	Bread for Meal Service	7702300009	\$ 43.75
	PAN O GOLD BAKING CO	3/10/2023	1.00099E+13	Bread for Meal Service	7702300009	\$ 89.00
201126444	PAN O GOLD BAKING CO	3/10/2023	1.00099E+13	Bread for Meal Service	7702300009	\$ 103.00
201126445	PEARSON CLINICAL ASSESSMENT	3/10/2023	21063850	PreSchool Screening Supplies	1302300175	\$ 371.22
201126446	PEPPER JW & SON INC	3/10/2023	364979186	Music	2582300008	\$ 63.19
	PEPPER JW & SON INC	3/10/2023	365105780	Music	2582300008	\$ 2.50
201126447	RATWIK ROSZAK & MALONEY PA	3/10/2023	73069	services	1102300015	\$ 1,577.63
201126448	SANDSTROM'S INC	3/10/2023	446522	Milk for Meal Service	7702300002	\$ 444.00
	SANDSTROM'S INC	3/10/2023	CM310272	Milk for Meal Service	7702300002	\$ (8.50)
	SANDSTROM'S INC	3/10/2023	446523	Milk for Meal Service	7702300002	\$ 865.00
	SANDSTROM'S INC	3/10/2023	447349	Milk for Meal Service	7702300002	\$ 569.00
	SANDSTROM'S INC	3/10/2023	447350	Milk for Meal Service	7702300002	\$ 337.00
	SANDSTROM'S INC	3/10/2023	448173	Milk for Meal Service	7702300002	\$ 568.00
	SANDSTROM'S INC	3/10/2023	448174	Milk for Meal Service	7702300002	\$ 867.57
201126449	SCHOOL SPECIALTY	3/10/2023	3.08104E+11	2023 2nd Semester Supplies	2122300003	\$ 1,683.74
	SCHOOL SPECIALTY	3/10/2023	2.08132E+11	2023 2nd Semester Supplies	2122300003	\$ 427.95
201126450	Stem Supplies	3/10/2023	IN255057	Robotics Kit for Summer Enrichment	0	\$ 8,398.91
201126451	TAYLOR MUSIC	3/10/2023	2155788-IN	new mallets for timpani and bass drum	2582300009	\$ 102.98
201126452	TESSMAN SEED COMPANY	3/10/2023	S370289-IN	Salt for walk ways	8102300127	\$ 766.29
201126453	ZIEMBA, BERNIE	3/10/2023	30723	SHOP SUPPLIES OLSON	2552300020	\$ 704.00
201126461	Hibbing ISD #701	3/10/2023	Speech 2/11/23	Speech Meet Entry fee on	0	\$ 42.00

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201126462	Johnson, Jeremiah	3/10/2023	2/11/23 @ Hibbing High School	BBasketball 3/2 Boys Basketball Official on 3/2/23 vs Littlefork-Big Falls	0	\$ 70.00
	Johnson, Jeremiah	3/10/2023	BBasketball 3/2	Boys Basketball Official on 3/2/23 vs Littlefork-Big Falls	0	\$ 105.00
201126463	Mann, Tess	3/10/2023	22223	Overpayment food service refund	0	\$ 48.00
201126464	Mesabi East Speech/Drama Booster	3/10/2023	Speech 2/25/23	Speech Meet Entry Fee on 2/25/23 at the Mesabi East Jean Scholar Memorial	0	\$ 49.00
201126465	Northeast Range Speech Team	3/10/2023	Speech 2/18/23	Speech Meet Entry fee on 2/18/23 @ Babbitt High School	0	\$ 42.00
201126466	Section 7A	3/10/2023	2582300012	Check Payable to Section 7A for MSHSL State Music Vocal Contest - Virginia	0	\$ 135.00
201126467	ZUPETZ, Jeff	3/10/2023	BBasketball 3/2	Boys Basketball Official on 3/2/23 vs Littlefork-Big Falls	0	\$ 300.11
201126468	AFT Local #331	3/10/2023	20230310ADDL	Payroll accrual	0	\$ 2,914.34
	AFT Local #331	3/10/2023	20230310ADDL	Payroll accrual	0	\$ 93.66
201126469	ND Child Support Division	3/10/2023	20230310ADCS	Child Support	0	\$ 276.93
201126470	Para Local #4798	3/10/2023	20230310ADDL	Payroll accrual	0	\$ 607.44
	Para Local #4798	3/10/2023	20230310ADDL	Payroll accrual	0	\$ 66.46
201126471	AT & T Mobility	3/16/2023	287297713167	IT Dir. Phone	1102300021	\$ 122.30
	AT & T Mobility	3/16/2023	287297713167	Bus WI-FI	1102300021	\$ 229.38
201126472	MN ENERGY RESOURCES CORP	3/16/2023	0503526034-0C	FES Natural Gas Services	8102300029	\$ 4,513.45
201126473	US FOODSERVICE	3/16/2023	5366527	Food for Meal Services	7702300000	\$ 408.55
	US FOODSERVICE	3/16/2023	5466338	Pre School Snacks	1302300041	\$ 123.81
	US FOODSERVICE	3/16/2023	5126977	Food for Meal Services	7702300000	\$ 67.92
	US FOODSERVICE	3/16/2023	5126974	Food for Meal Services	7702300000	\$ 1,941.73
	US FOODSERVICE	3/16/2023	5126974	Food for Meal Services	7702300000	\$ 53.40

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	US FOODSERVICE	3/16/2023	5126974	Food for Meal Services	7702300000	\$ 15.95
	US FOODSERVICE	3/16/2023	5126972	Food for Meal Services	7702300000	\$ 262.50
	US FOODSERVICE	3/16/2023	5944856	Food for Meal Services	7702300000	\$ (13.93)
	US FOODSERVICE	3/16/2023	5944821	Food for Meal Services	7702300000	\$ (25.51)
	US FOODSERVICE	3/16/2023	5191952	Food for Meal Services	7702300000	\$ 750.78
	US FOODSERVICE	3/16/2023	5191951	Food for Meal Services	7702300000	\$ 239.28
	US FOODSERVICE	3/16/2023	5126973	Food for Meal Services	7702300000	\$ 166.25
	US FOODSERVICE	3/16/2023	5126976	Food for Meal Services	7702300000	\$ 458.11
	US FOODSERVICE	3/16/2023	5126976	Food for Meal Services	7702300000	\$ 200.82
	US FOODSERVICE	3/16/2023	5126975	Food for Meal Services	7702300000	\$ 109.33
	US FOODSERVICE	3/16/2023	5033922	Food for Meal Services	7702300000	\$ 113.56
	US FOODSERVICE	3/16/2023	5979978	Food for Meal Services	7702300000	\$ (34.94)
	US FOODSERVICE	3/16/2023	5290319	Food for Meal Services	7702300000	\$ 967.00
201126473	US FOODSERVICE	3/16/2023	5290319	Food for Meal Services	7702300000	\$ 235.22
	US FOODSERVICE	3/16/2023	5290330	Disposable Bowls for FES Book Fair	7702300000	\$ 50.19
	US FOODSERVICE	3/16/2023	5290323	Food for Meal Services	7702300000	\$ 550.16
	US FOODSERVICE	3/16/2023	5290320	FACS classroom food and cleaning supplies	2502300006	\$ 27.80
	US FOODSERVICE	3/16/2023	5290320	FACS classroom food and cleaning supplies	2502300006	\$ 33.35
	US FOODSERVICE	3/16/2023	5290312	Food for Meal Services	7702300000	\$ 1,016.47
	US FOODSERVICE	3/16/2023	5290312	Food for Meal Services	7702300000	\$ 225.66
	US FOODSERVICE	3/16/2023	5191954	Food for Meal Services	7702300000	\$ 206.53
	US FOODSERVICE	3/16/2023	5191955	Food for Meal Services	7702300000	\$ 474.52
	US FOODSERVICE	3/16/2023	5191955	Food for Meal Services	7702300000	\$ 109.10
	US FOODSERVICE	3/16/2023	5191955	Food for Meal Services	7702300000	\$ 30.16
	US FOODSERVICE	3/16/2023	5290317	Food for Meal Services	7702300000	\$ 44.00
	US FOODSERVICE	3/16/2023	5290318	Kindergarten Snacks	1302300041	\$ 133.42
	US FOODSERVICE	3/16/2023	5191956	Pre School Snacks	1302300041	\$ 316.84
	US FOODSERVICE	3/16/2023	5366529	Food for Meal Services	7702300000	\$ 1,148.24
	US FOODSERVICE	3/16/2023	5366529	Food for Meal Services	7702300000	\$ 164.20
	US FOODSERVICE	3/16/2023	5366529	Food for Meal Services	7702300000	\$ 28.78

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	US FOODSERVICE	3/16/2023	5366530	Food for Meal Services	7702300000	\$ 230.86
	US FOODSERVICE	3/16/2023	5391620	Food for Meal Services	7702300000	\$ 35.71
	US FOODSERVICE	3/16/2023	5912951	Food for Meal Services	7702300000	\$ (34.94)
	US FOODSERVICE	3/16/2023	5466335	Food for Meal Services	7702300000	\$ 1,070.15
	US FOODSERVICE	3/16/2023	5466335	Food for Meal Services	7702300000	\$ 316.51
	US FOODSERVICE	3/16/2023	5466336	Food for Meal Services	7702300000	\$ 639.83
	US FOODSERVICE	3/16/2023	5538909	Food for Meal Services	7702300000	\$ 419.67
	US FOODSERVICE	3/16/2023	5538908	Food for Meal Services	7702300000	\$ 942.06
	US FOODSERVICE	3/16/2023	5538908	Food for Meal Services	7702300000	\$ 220.69
	US FOODSERVICE	3/16/2023	5538908	Food for Meal Services	7702300000	\$ 144.41
	US FOODSERVICE	3/16/2023	5366528	Food for Meal Services	7702300000	\$ 375.13
	US FOODSERVICE	3/16/2023	5366528	Food for Meal Services	7702300000	\$ 112.78
	US FOODSERVICE	3/16/2023	5466333	Food for Meal Services	7702300000	\$ 1,301.91
	US FOODSERVICE	3/16/2023	5466333	Food for Meal Services	7702300000	\$ 30.16
	US FOODSERVICE	3/16/2023	5466334	Food for Meal Services	7702300000	\$ 137.77
201126474	Annie's Frozen Yogurt	3/21/2023	26282	Frozen Yogurt	7702300003	\$ 100.00
	Annie's Frozen Yogurt	3/21/2023	26314	Sanitizer	7702300003	\$ 45.00
	Annie's Frozen Yogurt	3/21/2023	26314	Frozen Yogurt	7702300003	\$ 28.00
201126475	EVOLVE U FITNESS & WELLNESS LLC	3/21/2023	138108674	PALS Evolve U	5002300010	\$ 50.00
201126476	Faith United Church	3/21/2023	40123	ALC classroom lease	1102300007	\$ 837.07
201126477	K&K MEYERS INC	3/21/2023	873	Repair FHS office door lock	8102300125	\$ 254.71
201126478	PEARSON CLINICAL ASSESSMENT	3/21/2023	21380046	FES SpEd Testing Forms (Christianson)	1302300205	\$ 283.66
201126479	Premiere Speakers Bureau, Inc.	3/21/2023	142526A	FES Speaker (8/29/2023)	1302300218	\$ 7,000.00
201126480	Rainy Lake Gazette	3/21/2023	71970	Advertising Local Newspaper	1102300024	\$ 1,487.50
202201125	CFC Underwriting Limited	2/14/2023	7349	Claim Deductible	6052300068	\$ 8,012.95
202201126	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 173.08
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 288.48
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 1,244.61
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 47.37
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 2,771.71
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 319.04
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 1,151.56

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	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 384.62
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 136.76
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 857.48
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 177.74
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 350.00
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 2,546.76
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 160.00
	Aviben	2/24/2023	20230224ADTS	Payroll accrual	0	\$ 2,681.58
	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 92.32
	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 288.48
	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 392.20
	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 47.37
	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 1,316.39
	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 111.14
	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 380.39
	Aviben	2/24/2023	20230224AFTS	Payroll accrual	0	\$ 96.16
202201126	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 57.70
	Aviben	2/24/2023	20230224AFTS	TSA Benefits	0	\$ 395.52
	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 177.74
	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 76.93
	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 722.18
	Aviben	2/24/2023	20230224AFTS	TSA Benefit	0	\$ 96.16
	Aviben	2/24/2023	20230224AFTS	TSA Benefits	0	\$ 196.16
202201127	Empower Retirement	2/24/2023	20230224ADDE	Payroll accrual	0	\$ 426.32
	Empower Retirement	2/24/2023	20230224ADDE	Payroll accrual	0	\$ 20.00
	Empower Retirement	2/24/2023	20230224ADDE	Payroll accrual	0	\$ 60.00
	Empower Retirement	2/24/2023	20230224ADG-	Payroll accrual	0	\$ 34.21
	Empower Retirement	2/24/2023	20230224ADG-	Payroll accrual	0	\$ 34.21
	Empower Retirement	2/24/2023	20230224AFDE	Deferred Comp 457 Benefit	0	\$ 60.53
	Empower Retirement	2/24/2023	20230224AFDE	Deferred Comp 457 Benefit	0	\$ 34.21
	Empower Retirement	2/24/2023	20230224AFHC	HCSP	0	\$ 3,416.17
	Empower Retirement	2/24/2023	20230224AFHC	HCSP	0	\$ 13.33
	Empower Retirement	2/24/2023	20230224AFHC	HCSP	0	\$ 144.64

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202201128	Internal Revenue Service	2/24/2023	20230224	ADFIC Payroll accrual	0 \$	17,842.80
	Internal Revenue Service	2/24/2023	20230224	ADFIC Payroll accrual	0 \$	972.40
	Internal Revenue Service	2/24/2023	20230224	ADFIC Payroll accrual	0 \$	700.32
	Internal Revenue Service	2/24/2023	20230224	ADFT Payroll accrual	0 \$	497.47
	Internal Revenue Service	2/24/2023	20230224	ADFT Payroll accrual	0 \$	25.00
	Internal Revenue Service	2/24/2023	20230224	ADFT Payroll accrual	0 \$	142.28
	Internal Revenue Service	2/24/2023	20230224	ADFT Payroll accrual	0 \$	19,879.16
	Internal Revenue Service	2/24/2023	20230224	ADFT Payroll accrual	0 \$	959.92
	Internal Revenue Service	2/24/2023	20230224	ADFT Payroll accrual	0 \$	629.08
	Internal Revenue Service	2/24/2023	20230224	ADMI Payroll accrual	0 \$	4,172.90
	Internal Revenue Service	2/24/2023	20230224	ADMI Payroll accrual	0 \$	227.41
	Internal Revenue Service	2/24/2023	20230224	ADMI Payroll accrual	0 \$	163.78
	Internal Revenue Service	2/24/2023	20230224	AFFIC FICA Benefit	0 \$	17,842.80
	Internal Revenue Service	2/24/2023	20230224	AFFIC FICA Benefit	0 \$	972.40
	Internal Revenue Service	2/24/2023	20230224	AFFIC FICA Benefit	0 \$	700.32
	Internal Revenue Service	2/24/2023	20230224	AFME Medicare Benefit	0 \$	4,172.90
	Internal Revenue Service	2/24/2023	20230224	AFME Medicare Benefit	0 \$	227.41
	Internal Revenue Service	2/24/2023	20230224	AFME Medicare Benefit	0 \$	163.78
202201129	MINNESOTA REVENUE	2/24/2023	20230224	ADSIT Payroll accrual	0 \$	60.00
202201129	MINNESOTA REVENUE	2/24/2023	20230224	ADSIT Payroll accrual	0 \$	25.00
	MINNESOTA REVENUE	2/24/2023	20230224	ADSIT Payroll accrual	0 \$	9,840.33
	MINNESOTA REVENUE	2/24/2023	20230224	ADSIT Payroll accrual	0 \$	494.97
	MINNESOTA REVENUE	2/24/2023	20230224	ADSIT Payroll accrual	0 \$	315.98
202201130	MN Teachers Retirement Associatio	2/24/2023	20230224	ADTR Payroll accrual	0 \$	14,633.16
	MN Teachers Retirement Associatio	2/24/2023	20230224	ADTR Payroll accrual	0 \$	614.18
	MN Teachers Retirement Associatio	2/24/2023	20230224	ADTR Payroll accrual	0 \$	39.72
	MN Teachers Retirement Associatio	2/24/2023	20230224	AFTR TRA Benefit	0 \$	16,681.78
	MN Teachers Retirement Associatio	2/24/2023	20230224	AFTR TRA Benefit	0 \$	700.14
	MN Teachers Retirement Associatio	2/24/2023	20230224	AFTR TRA Benefit	0 \$	45.27
202201131	Public Employees Retirement Assoc	2/24/2023	20230224	ADDC Payroll accrual	0 \$	24.00
	Public Employees Retirement Assoc	2/24/2023	20230224	ADPE Payroll accrual	0 \$	6,463.86
	Public Employees Retirement Assoc	2/24/2023	20230224	ADPE Payroll accrual	0 \$	486.52
	Public Employees Retirement Assoc	2/24/2023	20230224	ADPE Payroll accrual	0 \$	714.31

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	Public Employees Retirement Assoc	2/24/2023	20230224AFDC	DCP Benefit	0 \$	24.00
	Public Employees Retirement Assoc	2/24/2023	20230224AFPEI	PERA Benefit	0 \$	7,458.30
	Public Employees Retirement Assoc	2/24/2023	20230224AFPEI	PERA Benefit	0 \$	561.39
	Public Employees Retirement Assoc	2/24/2023	20230224AFPEI	PERA Benefit	0 \$	824.21
202201132	Internal Revenue Service	2/24/2023	20230224BDFIC	Payroll accrual	0 \$	52.72
	Internal Revenue Service	2/24/2023	20230224BDFT	Payroll accrual	0 \$	-
	Internal Revenue Service	2/24/2023	20230224BDMI	Payroll accrual	0 \$	12.33
	Internal Revenue Service	2/24/2023	20230224BFFIC	FICA Benefit	0 \$	52.72
	Internal Revenue Service	2/24/2023	20230224BFMC	Medicare Benefit	0 \$	12.33
202201133	MINNESOTA REVENUE	2/24/2023	20230224BDSIT	Payroll accrual	0 \$	-
202201134	MN Teachers Retirement Associatio	2/24/2023	20230224BDTR	Payroll accrual	0 \$	63.77
	MN Teachers Retirement Associatio	2/24/2023	20230224BFTR	TRA Benefit	0 \$	72.70
202201135	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	47.37
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	2,771.71
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	319.04
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	1,151.56
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	384.62
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	136.76
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	857.48
202201135	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	177.74
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	350.00
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	2,546.76
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	160.00
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	2,681.58
	Aviben	3/10/2023	20230310AFTS	TSA Benefit	0 \$	92.32
	Aviben	3/10/2023	20230310AFTS	TSA Benefit	0 \$	288.48
	Aviben	3/10/2023	20230310AFTS	TSA Benefit	0 \$	392.20
	Aviben	3/10/2023	20230310AFTS	TSA Benefit	0 \$	47.37
	Aviben	3/10/2023	20230310AFTS	TSA Benefit	0 \$	1,316.39
	Aviben	3/10/2023	20230310AFTS	TSA Benefit	0 \$	111.14
	Aviben	3/10/2023	20230310AFTS	TSA Benefit	0 \$	380.39
	Aviben	3/10/2023	20230310AFTS	Payroll accrual	0 \$	96.16
	Aviben	3/10/2023	20230310AFTS	TSA Benefit	0 \$	57.70

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	Aviben	3/10/2023	20230310AFTSI	TSA Benefits	0 \$	395.52
	Aviben	3/10/2023	20230310AFTSI	TSA Benefit	0 \$	177.74
	Aviben	3/10/2023	20230310AFTSI	TSA Benefit	0 \$	76.93
	Aviben	3/10/2023	20230310AFTSI	TSA Benefit	0 \$	722.18
	Aviben	3/10/2023	20230310AFTSI	TSA Benefit	0 \$	96.16
	Aviben	3/10/2023	20230310AFTSI	TSA Benefits	0 \$	196.16
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	173.08
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	288.48
	Aviben	3/10/2023	20230310ADTS	Payroll accrual	0 \$	1,244.61
202201136	Empower Retirement	3/10/2023	20230310ADDE	Payroll accrual	0 \$	426.32
	Empower Retirement	3/10/2023	20230310ADDE	Payroll accrual	0 \$	20.00
	Empower Retirement	3/10/2023	20230310ADDE	Payroll accrual	0 \$	60.00
	Empower Retirement	3/10/2023	20230310ADG-	Payroll accrual	0 \$	34.21
	Empower Retirement	3/10/2023	20230310ADG-	Payroll accrual	0 \$	34.21
	Empower Retirement	3/10/2023	20230310AFDE	Deferred Comp 457 Benefit	0 \$	60.53
	Empower Retirement	3/10/2023	20230310AFDE	Deferred Comp 457 Benefit	0 \$	34.21
	Empower Retirement	3/10/2023	20230310AFHC	HCSP	0 \$	2,392.82
	Empower Retirement	3/10/2023	20230310AFHC	HCSP	0 \$	13.33
	Empower Retirement	3/10/2023	20230310AFHC	HCSP	0 \$	144.64
202201137	Internal Revenue Service	3/10/2023	20230310ADFIC	Payroll accrual	0 \$	19,475.34
	Internal Revenue Service	3/10/2023	20230310ADFIC	Payroll accrual	0 \$	893.77
	Internal Revenue Service	3/10/2023	20230310ADFIC	Payroll accrual	0 \$	665.85
	Internal Revenue Service	3/10/2023	20230310ADFT	Payroll accrual	0 \$	497.47
202201137	Internal Revenue Service	3/10/2023	20230310ADFT	Payroll accrual	0 \$	25.00
	Internal Revenue Service	3/10/2023	20230310ADFT	Payroll accrual	0 \$	100.23
	Internal Revenue Service	3/10/2023	20230310ADFT	Payroll accrual	0 \$	19,491.80
	Internal Revenue Service	3/10/2023	20230310ADFT	Payroll accrual	0 \$	856.92
	Internal Revenue Service	3/10/2023	20230310ADFT	Payroll accrual	0 \$	529.82
	Internal Revenue Service	3/10/2023	20230310ADMI	Payroll accrual	0 \$	4,554.81
	Internal Revenue Service	3/10/2023	20230310ADMI	Payroll accrual	0 \$	209.03
	Internal Revenue Service	3/10/2023	20230310ADMI	Payroll accrual	0 \$	155.73
	Internal Revenue Service	3/10/2023	20230310AFFIC	FICA Benefit	0 \$	19,475.34
	Internal Revenue Service	3/10/2023	20230310AFFIC	FICA Benefit	0 \$	893.77

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	Internal Revenue Service	3/10/2023	20230310AFFIC	FICA Benefit	0	\$ 665.85
	Internal Revenue Service	3/10/2023	20230310AFME	Medicare Benefit	0	\$ 4,554.81
	Internal Revenue Service	3/10/2023	20230310AFME	Medicare Benefit	0	\$ 209.03
	Internal Revenue Service	3/10/2023	20230310AFME	Medicare Benefit	0	\$ 155.73
202201138	MINNESOTA REVENUE	3/10/2023	20230310ADSIT	Payroll accrual	0	\$ 310.00
	MINNESOTA REVENUE	3/10/2023	20230310ADSIT	Payroll accrual	0	\$ 25.00
	MINNESOTA REVENUE	3/10/2023	20230310ADSIT	Payroll accrual	0	\$ 9,826.34
	MINNESOTA REVENUE	3/10/2023	20230310ADSIT	Payroll accrual	0	\$ 444.16
	MINNESOTA REVENUE	3/10/2023	20230310ADSIT	Payroll accrual	0	\$ 271.71
202201139	MN Teachers Retirement Associatio	3/10/2023	20230310ADTR	Payroll accrual	0	\$ 14,616.91
	MN Teachers Retirement Associatio	3/10/2023	20230310ADTR	Payroll accrual	0	\$ 559.63
	MN Teachers Retirement Associatio	3/10/2023	20230310AFTR	TRA Benefit	0	\$ 16,663.22
	MN Teachers Retirement Associatio	3/10/2023	20230310AFTR	TRA Benefit	0	\$ 637.96
202201140	Public Employees Retirement Assoc	3/10/2023	20230310ADDC	Payroll accrual	0	\$ 24.00
	Public Employees Retirement Assoc	3/10/2023	20230310ADPE	Payroll accrual	0	\$ 6,127.61
	Public Employees Retirement Assoc	3/10/2023	20230310ADPE	Payroll accrual	0	\$ 456.89
	Public Employees Retirement Assoc	3/10/2023	20230310ADPE	Payroll accrual	0	\$ 675.50
	Public Employees Retirement Assoc	3/10/2023	20230310AFDC	DCP Benefit	0	\$ 24.00
	Public Employees Retirement Assoc	3/10/2023	20230310AFPEI	PERA Benefit	0	\$ 7,070.42
	Public Employees Retirement Assoc	3/10/2023	20230310AFPEI	PERA Benefit	0	\$ 527.18
	Public Employees Retirement Assoc	3/10/2023	20230310AFPEI	PERA Benefit	0	\$ 779.41
202201141-	BMO	3/3/2023	Feb C/C00000	See Attached February Detail		
202201285		3/3/2023		Report		\$ 27,668.91
222300046	Solis	2/24/2023	16125	Tech Security Services	0	\$ 21,716.87
				Balance Due from ISD 361		
222300046	Solis	2/24/2023	16175	Tech Security Services	0	\$ 368.75
				Balance Due from ISD 361		
	Solis	2/24/2023	16675	Tech Security Services	0	\$ 73.75
				Balance Due from ISD 361		
	Solis	2/24/2023	16395	Tech Security Services	0	\$ 11,991.87
				Balance Due from ISD 361		
222300047	MN DEPT OF EDUCATION	3/3/2023	727780	Pmt	1102300050	\$ 11,040.02
222300048	Bennett, Kendra	3/21/2023	ERIN20230308/	2/1/2023-2/28/2023 mileage	0	\$ 35.40

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Check No	Vendor	Check Date	Invoice Date	Invoice Description	PO Number	Amount
				to and from bank		
222300049	Christianson, Rosa	3/21/2023	ERIN20230313/	2/1/2023-2/28/2023 Travel between FES to FHS -February	0 \$	5.28
222300050	Foss, Ashley	3/21/2023	ERIN20230221/	1/3/2023-1/5/2023 Drive to bus garage	0 \$	0.98
	Foss, Ashley	3/21/2023	ERIN20230221/	1/3/2023-1/5/2023 Drive to bus garage	0 \$	1.96
222300051	Grover, Kevin	3/21/2023		30823 Reimbursement of expenses for MASA Conference	0 \$	345.70
222300052	Peterson, Paul	3/21/2023	ERIN20230221/	1/1/2023-1/31/2023 Homebased travel.	0 \$	13.10
222300052	Peterson, Paul	3/21/2023	ERIN20230221/	1/1/2023-1/31/2023 Homebased travel.	0 \$	14.41
222300053	Wilson, June	3/21/2023	ERIN20230301/	2/1/2023-2/28/2023 Transportation from Bus Garage to FHS	0 \$	27.51
<b>TOTAL</b>						<b>\$ 668,888.10</b>

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX8327	02/27/2023	10118	HEISSVIC000	Heiss Victoria L	Usps Po 2647200549, Intl Falls,	POSTMAST000	02/28/2023		Invoiced	A	4.35
	2	POSTAGE			3002300074	Tim's C/C00000	03/03/2023	4.35			
	02/27/2023	10119	HEISSVIC000	Heiss Victoria L	Usps Po 2647200549, Intl Falls,	POSTMAST000	02/28/2023		Invoiced	A	37.50
	2	POSTAGE			3002300074	Tim's C/C00001	03/03/2023	37.50			
	02/24/2023	10115	HEISSVIC000	Heiss Victoria L	Northern Lumber Yard I, Intl Fa	NORTHERN005	02/28/2023		Invoiced	A	200.50
	2	BLANKET PO NORTHERN LUMBER DAVE OLSON			2552300003	Tim's C/C00002	03/03/2023	200.50			
	02/24/2023	10116	HEISSVIC000	Heiss Victoria L	Bureau Of Education An, 800-736	BUREAU 0000	02/28/2023		Invoiced	A	279.00
	2	B.E.R. DYSLEXIA WORKSHOP			3002300085	Tim's C/C00003	03/03/2023	279.00			
	02/24/2023	10117	HEISSVIC000	Heiss Victoria L	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	16.84
	2	BLANKET PO FOR SCIENCE DEPT.			2602300001	Tim's C/C00004	03/03/2023	16.84			
	02/23/2023	10114	HEISSVIC000	Heiss Victoria L	Minnesota Council Of T, Austin,	MINNESOT012	02/28/2023		Invoiced	A	300.00
	2	REGISTRATION FOR MCTE SPRING CONF. 2023 5/4/23			3002300086	Tim's C/C00005	03/03/2023	300.00			
	02/15/2023	10113	HEISSVIC000	Heiss Victoria L	Chefwarekit, 2678886216, NH, 03	CHEFWARE000	02/28/2023		Invoiced	A	166.95
	2	EZ Duck Call 5/8in Expanding MT#2 Mandrel			2552300016	Tim's C/C00006	03/03/2023	158.00			
	3	SHIPPING AND HANDLING			2552300016	Tim's C/C00006	03/03/2023	8.95			
	02/13/2023	10112	HEISSVIC000	Heiss Victoria L	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	198.22
	2	BLANKET PO DAVE OLSON			2552300002	Tim's C/C00007	03/03/2023	198.22			
	02/06/2023	10111	HEISSVIC000	Heiss Victoria L	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	71.96
	2	BLANKET PO DAVE OLSON			2552300002	Tim's C/C00008	03/03/2023	71.96			
	02/02/2023	10121	HEISSVIC000	Heiss Victoria L	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	339.04
	2	BLANKET PO FOR MENARDS WOOD SHOP			2552300014	Tim's C/C00009	03/03/2023	339.04			
	01/30/2023	10120	HEISSVIC000	Heiss Victoria L	Macmh, 4029357733, MN, 55103, U	MACMH 000	02/28/2023		Invoiced	A	410.00
	2	3 DAY ATTENDEE 18 CEH'S FOR \$410			3002300088	Tim's C/C00010	03/03/2023	410.00			
11 transaction(s) for XXXXXXXXXXXX8327. Total Amount ==>>											2,024.36
XXXXXXXXXXXX8335	02/27/2023	10127	SteelEug000	Steele Eugene L	Oreilly Auto Parts 39, Internat	O'REILLY000	02/28/2023		Invoiced	A	289.22
	2	Transportation Supplies			7602300007	Gene's C/C00000	03/03/2023	289.22			
	02/27/2023	10128	SteelEug000	Steele Eugene L	Oreilly Auto Parts 39, Internat	O'REILLY000	02/28/2023		Invoiced	A	103.74
	2	Transportation Supplies			7602300007	Gene's C/C00001	03/03/2023	103.74			
	02/22/2023	10126	SteelEug000	Steele Eugene L	All Season Equipment, Internati	ALL SEAS000	02/28/2023		Invoiced	A	25.88
	2	Tire repair 18M			7602300055	Gene's C/C00002	03/03/2023	25.88			
	02/20/2023	10125	SteelEug000	Steele Eugene L	Oreilly Auto Parts 39, Internat	O'REILLY000	02/28/2023		Invoiced	A	16.65
	2	Menards Blanket P.O. Transportation			7602300003	Gene's C/C00003	03/03/2023	16.65			
	02/09/2023	10124	SteelEug000	Steele Eugene L	Mannco Trucking Inc, Internatio	MANNCO T000	02/28/2023		Invoiced	A	29.45
	2	Mannco Blanket P.O. Transportation			7602300002	Gene's C/C00004	03/03/2023	29.45			
	02/08/2023	10123	SteelEug000	Steele Eugene L	Mannco Trucking Inc, Internatio	MANNCO T000	02/28/2023		Invoiced	A	165.89
	2	Mannco Blanket P.O. Transportation			7602300002	Gene's C/C00005	03/03/2023	165.89			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX8335	continued...										
	02/02/2023	10122	SteelEug000	Steele Eugene L	Oreilly Auto Parts 39, Internat	O'REILLY000	02/28/2023		Invoiced	A	42.14
	2	Transportation Supplies			7602300007	Gene's C/C00006	03/03/2023	42.14			
	7 transaction(s) for XXXXXXXXXXXXX8335. Total Amount ==>										672.97
XXXXXXXXXXXX7362	02/24/2023	10132			Usps.Com Postal Store, 800-782-	US POSTA000	02/28/2023		Invoiced	A	2,643.80
	2	return addressed stamped envelopes with window			1102300051	Stacy's c/c00000	03/03/2023	2,623.60			
	3	Shipping			1102300051	Stacy's c/c00000	03/03/2023	20.20			
	02/21/2023	10131			Midco, 800-888-1300, MN, 55435,	MIDCONTI000	02/28/2023		Invoiced	A	37.45
	2	FHS FAX			6052300006	Stacy's c/c00001	03/03/2023	37.45			
	02/15/2023	10130			Ferrell Gas Lp, 888-337-7355, M	FERRELLG000	02/28/2023		Invoiced	A	383.13
	3	Zamboni Propane			8102300055	Stacy's c/c00002	03/03/2023	383.13			
	02/03/2023	10129			Paul Bunyan Communicat, 2184441	PAUL BUN000	02/28/2023		Invoiced	A	650.00
	2	12 Month Contract for 1000Mbps, Midnight-4pm/5			6052300010	Stacy's c/c00003	03/03/2023	650.00			
	01/31/2023	10133			Midco, 800-888-1300, MN, 55435,	MIDCONTI000	02/28/2023		Invoiced	A	84.86
	2	FHS Fax Line			1102300022	Stacy's c/c00004	03/03/2023	84.86			
	01/31/2023	10134			Usps Po 2647200549, Intl Falls,	POSTMAST000	02/28/2023		Invoiced	A	1.50
	2	Postage for Business Office, Payroll mailings			1102300044	Stacy's c/c00005	03/03/2023	1.50			
	01/31/2023	10135			Midco, 800-888-1300, MN, 55435,	MIDCONTI000	02/28/2023		Invoiced	A	104.09
	2	Internet Service for Bus Garage			7602300010	Stacy's c/c00006	03/03/2023	104.09			
	7 transaction(s) for XXXXXXXXXXXXX7362. Total Amount ==>										3,904.83
XXXXXXXXXXXX7132	02/13/2023	10171	ANDERJER000	Anderson Jeremy R	Oreilly Auto Parts 39, Internat	O'REILLY000	02/28/2023		Invoiced	A	25.77
	2	Transportation Supplies			7602300007	Jeremy's C/C00000	03/03/2023	25.77			
XXXXXXXXXXXX5747	02/15/2023	10106	GROVEKEV000	Grover Kevin K	Jjem Consulting, International,	JJEM EDU000	02/28/2023		Invoiced	A	99.00
	1	Tina Sather to attend			Kevin's C/C00000	03/03/2023		99.00			
	02/10/2023	10105	GROVEKEV000	Grover Kevin K	I17 School Cert, 802-288-7750,		02/28/2023		Invoiced	A	655.00
	1	SEVIS application for district			Kevin's C/C00001	03/03/2023		655.00			
	02/08/2023	10104	GROVEKEV000	Grover Kevin K	I17 School Cert, 802-288-7750,		02/28/2023		Invoiced	A	3,000.00
	1				Kevin's C/C00001	03/03/2023		3,000.00			
	02/07/2023	10103	GROVEKEV000	Grover Kevin K	Jjem Consulting, International,	JJEM EDU000	02/28/2023		Invoiced	A	99.00
	1	Tony Korpi attend			Kevin's C/C00000	03/03/2023		99.00			
	02/06/2023	10102	GROVEKEV000	Grover Kevin K	Valentinis Supper Club, Chishol		02/28/2023		Invoiced	A	247.70
	1	MASA meals - bill to ARCC for reimbursement			Kevin's C/C00001	03/03/2023		247.70			
	01/31/2023	10107	GROVEKEV000	Grover Kevin K	Usps Po 2647200549, Intl Falls,	POSTMAST000	02/28/2023		Invoiced	A	8.13
	1	certified mail for Tara Harris discharge			Kevin's C/C00002	03/03/2023		8.13			
	6 transaction(s) for XXXXXXXXXXXXX5747. Total Amount ==>										4,108.83

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX7648	02/27/2023	10180	SLATIBET000	Slatinski BethAnne K	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	27.29
	2	Supplies for Menards			5002300017	Beth's C/C00000	03/03/2023	27.29			
	02/27/2023	10181	SLATIBET000	Slatinski BethAnne K	Dollar Tree, Intl Falls, MN, 56	DOLLAR T000	02/28/2023		Invoiced	A	16.25
	2	PALS General Supplies			5002300007	Beth's C/C00001	03/03/2023	16.25			
	02/20/2023	10179	SLATIBET000	Slatinski BethAnne K	The Swim Lessons Compa, 8038652	SWIM LES000	02/28/2023		Invoiced	A	20.00
	2	Swim Lessons Training			5002300034	Beth's C/C00002	03/03/2023	20.00			
	02/16/2023	10176	SLATIBET000	Slatinski BethAnne K	American Red Cross, 800-733-276	AMERICAN029	02/28/2023		Invoiced	A	33.00
	2	CPR Class			5002300033	Beth's C/C00003	03/03/2023	33.00			
	02/16/2023	10177	SLATIBET000	Slatinski BethAnne K	Dollar Tree, Intl Falls, MN, 56	DOLLAR T000	02/28/2023		Invoiced	A	6.25
	2	PALS General Supplies			5002300007	Beth's C/C00004	03/03/2023	6.25			
	02/16/2023	10178	SLATIBET000	Slatinski BethAnne K	County Market, International, M	COUNTY M000	02/28/2023		Invoiced	A	26.25
	2	Supplies for PALS			5002300016	Beth's C/C00005	03/03/2023	26.25			
	02/10/2023	10175	SLATIBET000	Slatinski BethAnne K	Dominos 7380, 218-324-0367, MN,	DOMINO'S000	02/28/2023		Invoiced	A	73.99
	2	PALS Valentines Day Party			5002300031	Beth's C/C00006	03/03/2023	73.99			
	02/09/2023	10174	SLATIBET000	Slatinski BethAnne K	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	5.75
	2	Supplies for Menards			5002300017	Beth's C/C00007	03/03/2023	5.75			
	02/08/2023	10173	SLATIBET000	Slatinski BethAnne K	Dollar Tree, Intl Falls, MN, 56	DOLLAR T000	02/28/2023		Invoiced	A	11.25
	2	PALS General Supplies			5002300007	Beth's C/C00008	03/03/2023	11.25			
	02/03/2023	10172	SLATIBET000	Slatinski BethAnne K	The Swim Lessons Compa, 8038652	SWIM LES000	02/28/2023		Invoiced	A	10.00
	2	Swim Lessons Training			5002300034	Beth's C/C00009	03/03/2023	10.00			
	01/30/2023	10182	SLATIBET000	Slatinski BethAnne K	Amzn Mktp US A466g4qd3, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	499.21
	2	conda 9"x12" Double-Sided Hardbound Sketchbook			2122300005	Beth's C/C00010	03/03/2023	494.55			
	3	Shipping - Cost of shipping, not including shi			2122300005	Beth's C/C00010	03/03/2023	4.66			
					11 transaction(s) for XXXXXXXXXXXX7648. Total Amount ==>						729.24
XXXXXXXXXXXX2314	02/27/2023	10194	OLSONKAR000	Olson-Line Karla A	County Market, International, M	COUNTY M000	02/28/2023		Invoiced	A	55.14
	2	Blanket PO for HOME EC Classes			2502300023	Karla's C/C00000	03/03/2023	55.14			
	02/24/2023	10193	OLSONKAR000	Olson-Line Karla A	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	18.53
	2	Blanket PO for HOME EC Classes			2502300023	Karla's C/C00001	03/03/2023	18.53			
	02/23/2023	10192	OLSONKAR000	Olson-Line Karla A	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	163.95
	2	Blanket PO for HOME EC Classes			2502300023	Karla's C/C00002	03/03/2023	163.95			
	02/21/2023	10191	OLSONKAR000	Olson-Line Karla A	Amazon.Com Hp1k134v2 A, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	167.32
	2	Hamilton Beach Air Fryer Countertop Toaster Ov			2502300037	Karla's C/C00003	03/03/2023	167.32			
	02/20/2023	10190	OLSONKAR000	Olson-Line Karla A	Amazon.Com Hp21301q0 A, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	83.66
	2	Nuwave Brio 7-in-1 Air Fryer Oven, 7.25-Qt wit			2502300037	Karla's C/C00004	03/03/2023	83.66			
	02/16/2023	10189	OLSONKAR000	Olson-Line Karla A	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	27.09
	2	Blanket PO for HOME EC Classes			2502300023	Karla's C/C00005	03/03/2023	27.09			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX2314	continued...										
	02/14/2023	10188	OLSONKAR000	Olson-Line Karla A	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	170.77
	2	Blanket PO for HOME EC Classes			2502300023	Karla's C/C00006	03/03/2023	170.77			
	02/13/2023	10186	OLSONKAR000	Olson-Line Karla A	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	49.87
	2	Blanket PO for HOME EC Classes			2502300023	Karla's C/C00007	03/03/2023	49.87			
	02/13/2023	10187	OLSONKAR000	Olson-Line Karla A	Amazon.Com He9r26qv0 A, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	701.86
	2	Hamilton Beach Air Fryer Countertop Toaster Ov			2502300037	Karla's C/C00008	03/03/2023	418.30			
	3	Nuwave Brio 7-in-1 Air Fryer Oven, 7.25-Qt wit			2502300037	Karla's C/C00008	03/03/2023	283.56			
	02/09/2023	10185	OLSONKAR000	Olson-Line Karla A	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	43.04
	2	Blanket PO for HOME EC Classes			2502300023	Karla's C/C00009	03/03/2023	43.04			
	02/06/2023	10183	OLSONKAR000	Olson-Line Karla A	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	62.14
	2	Cheerleading Supplies - HOCKEY			2502300038	Karla's C/C00010	03/03/2023	62.14			
	02/06/2023	10184	OLSONKAR000	Olson-Line Karla A	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	83.27
	2	Blanket PO for HOME EC Classes			2502300023	Karla's C/C00011	03/03/2023	83.27			
	02/01/2023	10195	OLSONKAR000	Olson-Line Karla A	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	148.24
	2	Blanket PO for HOME EC Classes			2502300023	Karla's C/C00012	03/03/2023	148.24			
	02/01/2023	10196	OLSONKAR000	Olson-Line Karla A	Paypal Tilson Bay, 4029357733,	TILSON B000	02/28/2023		Invoiced	A	900.00
	2	Mini Leader Sweatshirts - 75th Anniversary			2502300036	Karla's C/C00013	03/03/2023	900.00			
	02/01/2023	10197	OLSONKAR000	Olson-Line Karla A	S&h Uniform, 800-2105295, N	S & H BU000	02/28/2023		Invoiced	A	103.96
	2	S&H Uniform Jacket			7702300018	Karla's C/C00014	03/03/2023	39.98			
	3	S&H Uniform Jacket			7702300018	Karla's C/C00014	03/03/2023	43.98			
	4	Shipping			7702300018	Karla's C/C00014	03/03/2023	20.00			
					15 transaction(s) for XXXXXXXXXXXX2314. Total Amount ==>						2,778.84
XXXXXXXXXXXX3600	02/24/2023	10089	HUMBELAU002	Humbert Laurie A	Innovative Office Solu, 9528089	INNOVATI000	02/28/2023		Invoiced	A	470.36
	2	TISSUE,FACL,BOUTQUE,36CTN			1302300206	Laurie's C/C00000	03/03/2023	307.32			
	3	CARD,INDEX,RULED,3X5,WE			1302300206	Laurie's C/C00000	03/03/2023	7.56			
	4	CLIP,BINDER,3/4"			1302300206	Laurie's C/C00000	03/03/2023	14.64			
	5	MARKER,EXPO 2,CHISEL,BK			1302300206	Laurie's C/C00000	03/03/2023	76.32			
	6	PAD,POST-IT 3X3 12,CAYW			1302300206	Laurie's C/C00000	03/03/2023	64.52			
	02/24/2023	10090	HUMBELAU002	Humbert Laurie A	Amzn Mktp US Hd6k82zm0, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	7.68
	3	Amazon Brand - Solimo Healing Ointment for Dry			1302300201	Laurie's C/C00001	03/03/2023	7.68			
	02/23/2023	10086	HUMBELAU002	Humbert Laurie A	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	41.56
	2	FES STEAM Supplies			1302300209	Laurie's C/C00002	03/03/2023	41.56			
	02/23/2023	10087	HUMBELAU002	Humbert Laurie A	Super Teacher Workshee, 7162602	SUPER TE000	02/28/2023		Invoiced	A	24.95
	2	FES Teachers Pay Teacher (Wood)			1302300213	Laurie's C/C00003	03/03/2023	24.95			
	02/23/2023	10088	HUMBELAU002	Humbert Laurie A	Amzn Mktp US Hp3pb38dl, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	56.59
	2	Amazon Brand - Solimo Healing Ointment for Dry			1302300202	Laurie's C/C00004	03/03/2023	3.84			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX3600		continued...									
	3	Globe Triple Antibiotic Ointment .9gr Packets			1302300202	Laurie's C/C00004	03/03/2023	14.97			
	4	Amazon Basics Daily Moisturizing Oatmeal Body			1302300202	Laurie's C/C00004	03/03/2023	7.79			
	5	BQTQ 50 Rolls Self Adhesive Bandage Wrap 2 inc			1302300202	Laurie's C/C00004	03/03/2023	29.99			
	02/22/2023	10085	HUMBELAU002	Humbert Laurie A	Super Teacher Workshee, 7162602	SUPER TE000	02/28/2023		Invoiced	A	24.95
	2	FES TPT (Wendt)			1302300208	Laurie's C/C00005	03/03/2023	24.95			
	02/21/2023	10082	HUMBELAU002	Humbert Laurie A	Amzn Mktp US Hp4ke0kd0, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	55.34
	2	Amazon Elements Baby Wipes, Unscented, White 8			1302300201	Laurie's C/C00006	03/03/2023	30.46			
	4	Dealmed 6" Cotton-Tipped Wood Applicators 6"			1302300201	Laurie's C/C00006	03/03/2023	14.99			
	5	Amazon Basics Cotton Balls, 200ct, 3-Pack (Pre			1302300201	Laurie's C/C00006	03/03/2023	9.89			
	02/21/2023	10083	HUMBELAU002	Humbert Laurie A	Amzn Mktp US Hp00u5152, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	38.52
	2	5PCS Wheel Stoppers for Rolling Furniture Feet			1302300204	Laurie's C/C00007	03/03/2023	38.52			
	02/21/2023	10084	HUMBELAU002	Humbert Laurie A	Amzn Mktp US Hp44p8sb0, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	78.99
	3	Eduvy Bulk Headphones for Classroom, Pack of 1			1302300199	Laurie's C/C00008	03/03/2023	78.99			
	02/20/2023	10080	HUMBELAU002	Humbert Laurie A	Amazon.Com Hp5tg6qw0, Amzn.Com/	AMAZON B000	02/28/2023		Invoiced	A	84.77
	2	The Berenstain Bears' St. Patrick's Day			1302300192	Laurie's C/C00009	03/03/2023	4.99			
	3	Little Blue Truck's Valentine: A Valentine's D			1302300192	Laurie's C/C00009	03/03/2023	8.99			
	5	The 12 Days of Valentine's			1302300192	Laurie's C/C00009	03/03/2023	4.79			
	6	The Night Before St. Patrick's Day			1302300192	Laurie's C/C00009	03/03/2023	5.99			
	7	Ten Lucky Leprechauns			1302300192	Laurie's C/C00009	03/03/2023	3.99			
	8	How to Catch a Leprechaun			1302300192	Laurie's C/C00009	03/03/2023	8.90			
	9	How to Catch a Loveosaurus: A Valentine's Day			1302300192	Laurie's C/C00009	03/03/2023	9.14			
	10	I Escaped North Korea!			1302300192	Laurie's C/C00009	03/03/2023	18.99			
	11	I Escaped The Tower of London			1302300192	Laurie's C/C00009	03/03/2023	18.99			
	02/20/2023	10081	HUMBELAU002	Humbert Laurie A	Amzn Mktp US Hp9538zal, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	39.92
	6	MED PRIDE Sterile Fabric Fingertip Adhesive Ba			1302300201	Laurie's C/C00010	03/03/2023	39.92			
	02/17/2023	10079	HUMBELAU002	Humbert Laurie A	Super Teacher Workshee, 7162602	SUPER TE000	02/28/2023		Invoiced	A	24.95
	2	FES TPT (Nemec)			1302300207	Laurie's C/C00011	03/03/2023	24.95			
	02/15/2023	10073	HUMBELAU002	Humbert Laurie A	Dominos 7380, Intl Falls, MN, 5	DOMINO'S000	02/28/2023		Invoiced	A	60.94
	2	PK Valentines Day Pizza			1302300203	Laurie's C/C00012	03/03/2023	60.94			
	02/15/2023	10074	HUMBELAU002	Humbert Laurie A	Amazon.Com He5267n52 A, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	107.36
	2	Ramona Forever (Ramona Series)			1302300194	Laurie's C/C00013	03/03/2023	13.59			
	4	Hard Luck (Diary of a Wimpy Kid #8)			1302300194	Laurie's C/C00013	03/03/2023	11.99			
	5	The Getaway (Diary of a Wimpy Kid Book 12)			1302300194	Laurie's C/C00013	03/03/2023	7.83			
	6	The Buzzer Beater (Local Legends)			1302300194	Laurie's C/C00013	03/03/2023	11.99			
	7	The High Cheese (Local Legends)			1302300194	Laurie's C/C00013	03/03/2023	11.99			
	8	The Storm Blitz (Local Legends)			1302300194	Laurie's C/C00013	03/03/2023	11.99			
	9	The Last Straw (Diary of a Wimpy Kid #3)			1302300194	Laurie's C/C00013	03/03/2023	11.99			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
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	10	The Third Wheel (Diary of a Wimpy Kid #7)			1302300194	Laurie's C/C00013	03/03/2023	10.00			
	11	Treasure Island			1302300194	Laurie's C/C00013	03/03/2023	15.99			
	02/15/2023	10075	HUMBELAU002	Humbert Laurie A	Amazon.Com	He0kq2rx0, Amzn.Com/	AMAZON B000	02/28/2023	Invoiced	A	57.93
	3	Pugicorn and the Christmas Wish			1302300197	Laurie's C/C00014	03/03/2023	11.08			
	4	Unicorns Are the Worst! (The Worst Series)			1302300197	Laurie's C/C00014	03/03/2023	15.99			
	5	Never Let a Unicorn Scribble!			1302300197	Laurie's C/C00014	03/03/2023	17.99			
	6	Never Let a Unicorn Scribble!			1302300197	Laurie's C/C00014	03/03/2023	12.87			
	02/15/2023	10076	HUMBELAU002	Humbert Laurie A	Innovative Office Solu,	9528089	INNOVATI000	02/28/2023	Invoiced	A	605.45
	2	TONER,58A,LASERJET,BK			1302300191	Laurie's C/C00016	03/03/2023	366.03			
	3	CLIP,STIKKICLPS,20/PK,WHT			1302300191	Laurie's C/C00016	03/03/2023	37.44			
	4	GLUE,STICKS,60BX,PP			1302300191	Laurie's C/C00016	03/03/2023	54.38			
	5	PROTECTOR,SHEET,CLR			1302300191	Laurie's C/C00016	03/03/2023	7.66			
	6	PAD,LGL 4PD/PK LTR ,WHT			1302300191	Laurie's C/C00016	03/03/2023	28.42			
	7	BOOK,STNO,GRG,80SH,6PK,GN			1302300191	Laurie's C/C00016	03/03/2023	15.00			
	8	INDEX,ECO,BND,LTR,5CLR/ST			1302300191	Laurie's C/C00016	03/03/2023	2.88			
	9	PADS,SS,POPUP,3"X3",MIAMI			1302300191	Laurie's C/C00016	03/03/2023	33.46			
	10	PAPER,XERO/DUP,20#,LTR,CA			1302300191	Laurie's C/C00016	03/03/2023	7.51			
	11	PAPER,ASTRO MARGR,24#,GN			1302300191	Laurie's C/C00016	03/03/2023	15.59			
	12	PAPER,ASTRO SUNBURST,YL			1302300191	Laurie's C/C00016	03/03/2023	15.59			
	13	PAPER,MULTIPURP,24#LE			1302300191	Laurie's C/C00016	03/03/2023	18.49			
	14	Surcharge				Laurie's C/C00015	03/03/2023	3.00			
	02/15/2023	10077	HUMBELAU002	Humbert Laurie A	Amazon.Com	He0d89e81 A, Amzn.Co	AMAZON B000	02/28/2023	Invoiced	A	111.74
	2	Santa in the City			1302300193	Laurie's C/C00017	03/03/2023	9.40			
	3	Wildfire: A Novel			1302300193	Laurie's C/C00017	03/03/2023	11.69			
	4	Pug Blasts Off: A Branches Book (Diary of a Pu			1302300193	Laurie's C/C00017	03/03/2023	4.99			
	5	Pugâ€ s Snow Day: A Branches Book (Diary of a			1302300193	Laurie's C/C00017	03/03/2023	5.99			
	6	Bound for Home			1302300193	Laurie's C/C00017	03/03/2023	14.49			
	7	Wild River			1302300193	Laurie's C/C00017	03/03/2023	11.49			
	8	'Twas the Night Before Thanksgiving			1302300193	Laurie's C/C00017	03/03/2023	8.43			
	9	Who Would Win?: Fiercest Feuds			1302300193	Laurie's C/C00017	03/03/2023	9.88			
	10	I Escaped The Donner Party: Pioneers on the Or			1302300193	Laurie's C/C00017	03/03/2023	16.99			
	11	I Escaped The World's Deadliest Shark Attack			1302300193	Laurie's C/C00017	03/03/2023	18.39			
	02/15/2023	10078	HUMBELAU002	Humbert Laurie A	Amazon.Com	He4205ta2, Amzn.Com/	AMAZON B000	02/28/2023	Invoiced	A	8.99
	4	Faith, Hope, and Ivy June			1302300192	Laurie's C/C00018	03/03/2023	8.99			
	02/14/2023	10072	HUMBELAU002	Humbert Laurie A	Amazon.Com	He0bp3cg2, Amzn.Com/	AMAZON B000	02/28/2023	Invoiced	A	157.06
	2	The One and Only Bob (One and Only Ivan)			1302300195	Laurie's C/C00019	03/03/2023	11.79			
	3	The Complete Adventures of the Borrowers: 5-Bo			1302300195	Laurie's C/C00019	03/03/2023	20.02			

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	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
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	4	Beezus and Ramona (Ramona, 1)			1302300195	Laurie's C/C00019	03/03/2023	13.59			
	5	Ramona the Pest (Ramona Quimby)			1302300195	Laurie's C/C00019	03/03/2023	16.99			
	6	Ramona the Brave (Ramona, 3)			1302300195	Laurie's C/C00019	03/03/2023	16.99			
	7	Ramona and Her Father [Ramona Quimby]			1302300195	Laurie's C/C00019	03/03/2023	16.99			
	8	Ramona and Her Mother: A National Book Award W			1302300195	Laurie's C/C00019	03/03/2023	16.99			
	9	How to Eat Fried Worms (Scholastic Gold)			1302300195	Laurie's C/C00019	03/03/2023	6.99			
	10	Valkyrie Complete Collection (Boxed Set): Valk			1302300195	Laurie's C/C00019	03/03/2023	23.99			
	11	Out of My Heart			1302300195	Laurie's C/C00019	03/03/2023	12.72			
02/13/2023	10071	HUMBELAU002 Humbert Laurie A			Amazon.Com	ly06wlwr3 A, Amzn.Co	AMAZON B000	02/28/2023	Invoiced	A	112.91
	2	Eyes That Kiss in the Corners			1302300196	Laurie's C/C00020	03/03/2023	11.68			
	3	Eyes That Speak to the Stars			1302300196	Laurie's C/C00020	03/03/2023	14.95			
	4	I Love You More Than . . .			1302300196	Laurie's C/C00020	03/03/2023	9.33			
	5	The Great Santa Stakeout			1302300196	Laurie's C/C00020	03/03/2023	12.59			
	6	Pig the Elf (Pig the Pug)			1302300196	Laurie's C/C00020	03/03/2023	7.49			
	7	Pig the Tourist (Pig the Pug)			1302300196	Laurie's C/C00020	03/03/2023	10.69			
	8	Cat Kid Comic Club: On Purpose: A Graphic Nove			1302300196	Laurie's C/C00020	03/03/2023	8.21			
	9	Pig the Rebel (Pig the Pug)			1302300196	Laurie's C/C00020	03/03/2023	13.09			
	10	We Will Rock Our Classmates: A Penelope Rex Bo			1302300196	Laurie's C/C00020	03/03/2023	9.40			
	11	The Leaf Thief: (The Perfect Fall Book for Chi			1302300196	Laurie's C/C00020	03/03/2023	15.48			
02/10/2023	10069	HUMBELAU002 Humbert Laurie A			Amzn Mktp US	Zp69x4ss3, Amzn.Co	AMAZON B000	02/28/2023	Invoiced	A	12.36
	2	Pugicorn			1302300197	Laurie's C/C00021	03/03/2023	12.36			
02/10/2023	10070	HUMBELAU002 Humbert Laurie A			Sq Pick Me	Flowers Ll, Internat	PICK ME 000	02/28/2023	Invoiced	A	200.00
	2	ECFE Valentines Day Dance			1302300190	Laurie's C/C00022	03/03/2023	200.00			
02/09/2023	10068	HUMBELAU002 Humbert Laurie A			Super One	Foods, International,	SUPER ON000	02/28/2023	Invoiced	A	71.46
	2	Supplies for ECFE Valentines Dance			1302300198	Laurie's C/C00023	03/03/2023	71.46			
02/08/2023	10067	HUMBELAU002 Humbert Laurie A			Amzn Mktp US	894y771b3, Amzn.Co	AMAZON B000	02/28/2023	Invoiced	A	17.80
	64	There Was An Old Lady Who Swallowed A Rose! (T			1302300149	Laurie's C/C00024	03/03/2023	17.80			
02/07/2023	10066	HUMBELAU002 Humbert Laurie A			Amzn Mktp US	Na5sv7893, Amzn.Co	AMAZON B000	02/28/2023	Invoiced	A	18.88
	2	JULBEAR 900 Pcs Valentine's Day Heart Foam Sti			1302300189	Laurie's C/C00025	03/03/2023	12.89			
	3	Shipping - Cost of shipping, not including shi			1302300189	Laurie's C/C00025	03/03/2023	5.99			
02/03/2023	10063	HUMBELAU002 Humbert Laurie A			Innovative	Office Solu, 9528089	INNOVATI000	02/28/2023	Invoiced	A	263.72
	2	CARD, INDEX, RULED, 3X5, WE			1302300186	Laurie's C/C00026	03/03/2023	6.48			
	3	GLUE, STCK, .24OZ, 30/BX, CLR			1302300186	Laurie's C/C00026	03/03/2023	51.96			
	4	MARKER, SHARPE FN, 36/PK, BK			1302300186	Laurie's C/C00026	03/03/2023	58.66			
	5	MARKER, EXPO, ULTRA, FINE, BK			1302300186	Laurie's C/C00026	03/03/2023	58.28			
	6	PAPER, PARCH, 24#, 500SH, GD			1302300186	Laurie's C/C00026	03/03/2023	85.34			
	7	Surcharge				Laurie's C/C00015	03/03/2023	3.00			

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	02/03/2023	10064	HUMBELAU002	Humbert Laurie A	Amzn Mktp US Is3n60pd3, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	91.34
	2	Amazon Basics Purple Washable School Glue Stic	1302300187	Laurie's C/C00027	03/03/2023	30.36					
	3	Shuttle Art 304 Pack Washable Markers Bulk, 16	1302300187	Laurie's C/C00027	03/03/2023	60.98					
	02/03/2023	10065	HUMBELAU002	Humbert Laurie A	Amazon.Com Hul8aloj3, Amzn.Com/	AMAZON B000	02/28/2023		Invoiced	A	92.98
	2	Crayola Broad Line Markers, Bulk School Suppli	1302300182	Laurie's C/C00028	03/03/2023	63.99					
	3	Play-Doh Modeling Compound 36 Pack Case of Col	1302300182	Laurie's C/C00028	03/03/2023	28.99					
	02/01/2023	10093	HUMBELAU002	Humbert Laurie A	Innovative Office Solu, 9528089	INNOVATI000	02/28/2023		Invoiced	A	182.22
	2	POUCH,THERML,3MIL,100,CLR	1302300180	Laurie's C/C00029	03/03/2023	11.90					
	3	PAPER,MULTI,HYPER,24#,HPK	1302300180	Laurie's C/C00029	03/03/2023	38.02					
	4	PAPER,LASER,250SH,65#,BRW	1302300180	Laurie's C/C00029	03/03/2023	27.90					
	5	PAPER,LTR 250SH 65#,FPK	1302300180	Laurie's C/C00029	03/03/2023	33.80					
	6	PAPER,ASTROBRIGHT GRV,GPE	1302300180	Laurie's C/C00029	03/03/2023	33.80					
	7	PAPER,LTR 250SH 65#,RD	1302300180	Laurie's C/C00029	03/03/2023	33.80					
	8	Surcharge		Laurie's C/C00015	03/03/2023	3.00					
	02/01/2023	10094	HUMBELAU002	Humbert Laurie A	Amzn Mktp US G44aul4k3, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	9.89
	3	2lb White Kraft Paper Bags- Pack of 100ct	1302300181	Laurie's C/C00030	03/03/2023	9.89					
	02/01/2023	10095	HUMBELAU002	Humbert Laurie A	Amazon.Com Uxlli5pz3, Amzn.Com/	AMAZON B000	02/28/2023		Invoiced	A	274.26
	2	Clorox Healthcare Hydrogen Peroxide Cleaner Di	1302300181	Laurie's C/C00031	03/03/2023	274.26					
	01/30/2023	10091	HUMBELAU002	Humbert Laurie A	Macmh, 4029357733, MN, 55103, U	MACMH 000	02/28/2023		Invoiced	A	410.00
	2	Conference for Children's Mental Health	1302300183	Laurie's C/C00032	03/03/2023	410.00					
	01/30/2023	10092	HUMBELAU002	Humbert Laurie A	Paypal Mfca Clinic, 4029357733,	MFC CLIN000	02/28/2023		Invoiced	A	500.00
	2	Coaches Football Clinic - Ettestad	1302300185	Laurie's C/C00033	03/03/2023	500.00					
					33 transaction(s) for XXXXXXXXXXXX3600.	Total Amount ==>					4,315.87
XXXXXXXXXXXX2606	02/27/2023	10149	HOLT THO000	Holt Thomas T	Oreilly Auto Parts 39, Internat	O'REILLY000	02/28/2023		Invoiced	A	167.99
	2	O'Reilly Blanket P.O. Transportation	8102300012	Tom's C/C00000	03/03/2023	167.99					
	02/27/2023	10150	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	63.48
	2	FHS Blanket p.o. for Menards	8102300011	Tom's C/C00001	03/03/2023	63.48					
	02/27/2023	10151	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	1,942.79
	2	Metal and material for softball dug ou	8102300130	Tom's C/C00002	03/03/2023	1,942.79					
	02/24/2023	10148	HOLT THO000	Holt Thomas T	Dalco Enterprises, 800-9501975,	DALCO 000	02/28/2023		Invoiced	A	3,083.39
	2	JP 5549254 RTD ALPHA HP 2X1.5LMULTI SURFACE DI	8102300118	Tom's C/C00004	03/03/2023	420.30					
	3	HS AWUS231 AIRWORKS 6X10CAURINAL SCREEN CITRUS	8102300118	Tom's C/C00004	03/03/2023	36.00					
	4	FP EA36FAB ECO AIR REFILL 6X6CAFABULOUS PASSIV	8102300118	Tom's C/C00004	03/03/2023	100.27					
	5	GP 26495 PACIFIC BLUE ULTRA6X1150 BROWN PAPER	8102300118	Tom's C/C00004	03/03/2023	1,136.10					
	6	DAL DAL3858X3B BLACK 100CA38X58 1.5M ROLL CAN	8102300118	Tom's C/C00004	03/03/2023	263.58					
	7	CP PGR2432XB BLACK 500CA24X32 1M ROLL CAN LINE	8102300118	Tom's C/C00004	03/03/2023	286.56					

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	8	GP 12798 PACIFIC 9" 8X10002PLY TOILET TISSUE			8102300118	Tom's C/C00004	03/03/2023	497.80				
	9	FP EA36CM ECO AIR REFILL 6X6CACUCUMBER MELON P			8102300118	Tom's C/C00004	03/03/2023	225.60				
	10	Crew cleaner, disinfectant. substitute for Cit				Tom's C/C00003	03/03/2023	117.18				
	02/20/2023	10147	HOLT THO000	Holt Thomas T	3m Credit, 877-752-2741, MN, 55			02/28/2023	Invoiced	A	174.00	
	2	6 online respirator medical evaluation			8102300126	Tom's C/C00005	03/03/2023	174.00				
	02/16/2023	10146	HOLT THO000	Holt Thomas T	Decker Equipment, 800-7624899,			DECKER I000	02/28/2023	Invoiced	A	146.74
	2	Tennis ball tips scuff remover			8102300120	Tom's C/C00006	03/03/2023	34.25				
	3	Closed for maintenance door barrier sign			8102300120	Tom's C/C00006	03/03/2023	42.90				
	4	A-Frame, wet floor directional sign			8102300120	Tom's C/C00006	03/03/2023	46.70				
	5	Shipping			8102300120	Tom's C/C00006	03/03/2023	22.89				
	02/15/2023	10145	HOLT THO000	Holt Thomas T	State Supply Company I, 612-230			STATE SU000	02/28/2023	Invoiced	A	628.74
	2	Pre rinse faucet for FES kitchen			8102300122	Tom's C/C00007	03/03/2023	628.74				
	02/14/2023	10144	HOLT THO000	Holt Thomas T	Amzn Mktp US H943f7wg2, Amzn.Co			AMAZON B000	02/28/2023	Invoiced	A	65.32
	2	Genuine Windsor Versamatic 2003 Filter Bags 10			8102300117	Tom's C/C00008	03/03/2023	65.32				
	02/10/2023	10143	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls			MENARDS 000	02/28/2023	Invoiced	A	-51.78
	2	Menards Blanket P.O. Transportation			7602300003	Tom's C/C00009	03/03/2023	-51.78				
	02/09/2023	10141	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls			MENARDS 000	02/28/2023	Invoiced	A	46.76
	2	Menards Blanket P.O. Transportation			7602300003	Tom's C/C00010	03/03/2023	46.76				
	02/09/2023	10142	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls			MENARDS 000	02/28/2023	Invoiced	A	51.78
	2	Menards Blanket P.O. Transportation			7602300003	Tom's C/C00011	03/03/2023	51.78				
	02/08/2023	10140	HOLT THO000	Holt Thomas T	Jorson And Carlson Com, 847-437			JORSON &000	02/28/2023	Invoiced	A	271.80
	2	Sharpen 6 Zamboni Blades			8102300113	Tom's C/C00013	03/03/2023	261.80				
	3	Delivery cost			8102300113	Tom's C/C00013	03/03/2023	10.00				
	4	Fuel surcharge			8102300113	Tom's C/C00013	03/03/2023	4.00				
	5	furl charge				Tom's C/C00012	03/03/2023	-4.00				
	02/02/2023	10136	HOLT THO000	Holt Thomas T	Hsem Tier 2 Reporting, 651-2017			02/28/2023	Invoiced	A	0.54	
	1	EPCRA Tier II Annual fees garage (card fee)				Tom's C/C00014	03/03/2023	0.54				
	02/02/2023	10137	HOLT THO000	Holt Thomas T	Hsem Tier 2 Reporting, 651-2017			02/28/2023	Invoiced	A	0.54	
	1	EPCRA Tier II Annual fees FHS (card fee)				Tom's C/C00014	03/03/2023	0.54				
	02/02/2023	10138	HOLT THO000	Holt Thomas T	Hsem Tier 2 Reporting, 651-2017			02/28/2023	Invoiced	A	25.00	
	1	EPCRA Tier II Annual fees Garage				Tom's C/C00014	03/03/2023	25.00				
	02/02/2023	10139	HOLT THO000	Holt Thomas T	Hsem Tier 2 Reporting, 651-2017			02/28/2023	Invoiced	A	25.00	
	1	EPCRA Tier II Annual fees FHS				Tom's C/C00014	03/03/2023	25.00				
	02/01/2023	10152	HOLT THO000	Holt Thomas T	Dalco Enterprises, 800-9501975,			DALCO 000	02/28/2023	Invoiced	A	-34.00
	1	Shipping fee refunded after accidentally charg				Tom's C/C00003	03/03/2023	-34.00				
	02/01/2023	10153	HOLT THO000	Holt Thomas T	Dalco Enterprises, 800-9501975,			DALCO 000	02/28/2023	Invoiced	A	-106.03
	1	Shipping fee refunded after accidentally charg				Tom's C/C00003	03/03/2023	-106.03				

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
18 transaction(s) for XXXXXXXXXXXX2606. Total Amount ==>											6,502.06
XXXXXXXXXXXX5690	02/22/2023	10100	HEISSVIC000	Heiss Victoria L	Amzn Mktp US Hp6sx9iw0, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	113.98
	2	Tool Wrangler Dewalt Tool Holder Organization			2552300019	Vicki's C/C00000	03/03/2023	113.98			
	02/02/2023	10096	HEISSVIC000	Heiss Victoria L	Amzn Mktp US Xs72t0bv3, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	10.51
	2	Holt Geometry Textbook - Student Edition			2562300008	Vicki's C/C00001	03/03/2023	10.51			
	02/02/2023	10097	HEISSVIC000	Heiss Victoria L	Amzn Mktp US 5h8x94pk3, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	10.51
	2	Holt Geometry Textbook - Student Edition			2562300008	Vicki's C/C00002	03/03/2023	10.51			
	02/02/2023	10098	HEISSVIC000	Heiss Victoria L	Amzn Mktp US 8u09a3fh3, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	10.51
	2	Holt Geometry Textbook - Student Edition			2562300008	Vicki's C/C00003	03/03/2023	10.51			
	02/02/2023	10099	HEISSVIC000	Heiss Victoria L	Amzn Mktp US 871bglhq3, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	10.51
	2	Holt Geometry Textbook - Student Edition			2562300008	Vicki's C/C00004	03/03/2023	10.51			
5 transaction(s) for XXXXXXXXXXXX5690. Total Amount ==>											156.02
XXXXXXXXXXXX8830	02/09/2023	10101	HEISSVIC000	Heiss Victoria L	Hertzberg New Method I, 217-243		02/28/2023		Invoiced	A	52.16
	2	FHS LIBRARY BOOKS			6202300005	High Sch C/C00000	03/03/2023	52.16			
XXXXXXXXXXXX8863	02/24/2023	10158	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	33.92
	2	FHS Blanket p.o. for Menards			8102300011	FHS Cust C/C00000	03/03/2023	33.92			
	02/21/2023	10157	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	4.48
	2	Blanket P.O. for FES supplies			8102300010	FHS Cust C/C00001	03/03/2023	4.48			
	02/07/2023	10156	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	39.84
	2	FHS Blanket p.o. for Menards			8102300011	FHS Cust C/C00002	03/03/2023	39.84			
	02/06/2023	10155	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	13.98
	2	FHS Blanket p.o. for Menards			8102300011	FHS Cust C/C00003	03/03/2023	13.98			
	02/03/2023	10154	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	35.96
	2	FHS Blanket p.o. for Menards			8102300011	FHS Cust C/C00004	03/03/2023	35.96			
	01/30/2023	10159	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	77.93
	2	FHS Blanket p.o. for Menards			8102300011	FHS Cust C/C00005	03/03/2023	77.93			
6 transaction(s) for XXXXXXXXXXXX8863. Total Amount ==>											206.11
XXXXXXXXXXXX7691	02/27/2023	10162	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	14.07
	2	Blanket P.O. for FES supplies			8102300010	FES Cust C/C00000	03/03/2023	14.07			
	02/24/2023	10161	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	46.95
	2	Blanket P.O. for FES supplies			8102300010	FES Cust C/C00001	03/03/2023	46.95			
	02/10/2023	10160	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	30.51
	2	Blanket P.O. for FES supplies			8102300010	FES Cust C/C00002	03/03/2023	30.51			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount	
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount				
XXXXXXXXXXXX7691	continued...											
	01/30/2023	10163	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	9.99	
	2	Blanket P.O. for FES supplies			8102300010	FES Cust C/C00003	03/03/2023	9.99				
	01/30/2023	10164	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	3.94	
	2	Blanket P.O. for FES supplies			8102300010	FES Cust C/C00004	03/03/2023	3.94				
					5 transaction(s) for XXXXXXXXXXXX7691. Total Amount ==>							105.46
XXXXXXXXXXXX9022	02/21/2023	10199	OLSONDAV000	Olson David W	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	40.72	
	2	BLANKET PO DAVE OLSON			2552300002	Dave's C/C00000	03/03/2023	40.72				
	02/13/2023	10198	OLSONDAV000	Olson David W	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	114.28	
	2	BLANKET PO DAVE OLSON			2552300002	Dave's C/C00001	03/03/2023	114.28				
					2 transaction(s) for XXXXXXXXXXXX9022. Total Amount ==>							155.00
XXXXXXXXXXXX4156	02/27/2023	10212	BALASJEN000	Balaski Jenesa K	Battalion Distributing, Intl Fa	BATTALIO000	02/28/2023		Invoiced	A	100.00	
	2	Incentive KAPE Youth Students			7902300073	Jenesa's c/c00000	03/03/2023	100.00				
	02/24/2023	10211	BALASJEN000	Balaski Jenesa K	Dominos 7380, Intl Falls, MN, 5	DOMINO'S000	02/28/2023		Invoiced	A	28.00	
	2	Pizza for student council members that partici			9012300041	Jenesa's c/c00001	03/03/2023	28.00				
	02/16/2023	10209	BALASJEN000	Balaski Jenesa K	Dominos 7380, 218-324-0367, MN,	DOMINO'S000	02/28/2023		Invoiced	A	90.98	
	2	Incentive for Youth KAPE Room - valentine's da			7902300067	Jenesa's c/c00002	03/03/2023	90.98				
	02/16/2023	10210	BALASJEN000	Balaski Jenesa K	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	23.65	
	2	Student incentive KAPE Youth Room			7902300053	Jenesa's c/c00003	03/03/2023	23.65				
	02/14/2023	10206	BALASJEN000	Balaski Jenesa K	Sq Pick Me Flowers Ll, Internat	PICK ME 000	02/28/2023		Invoiced	A	547.00	
	2	Student Council Flower Fundraiser for Valentin			9012300038	Jenesa's c/c00004	03/03/2023	547.00				
	02/14/2023	10207	BALASJEN000	Balaski Jenesa K	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	19.50	
	2	Student incentive KAPE Youth Room			7902300053	Jenesa's c/c00005	03/03/2023	19.50				
	02/14/2023	10208	BALASJEN000	Balaski Jenesa K	Dominos 7380, 218-324-0367, MN,	DOMINO'S000	02/28/2023		Invoiced	A	49.93	
	2	Incentive for Youth KAPE Room - valentine's da			7902300067	Jenesa's c/c00006	03/03/2023	49.93				
	02/13/2023	10203	BALASJEN000	Balaski Jenesa K	Coffee Landing Cafe, Internatio	COFFEE L000	02/28/2023		Invoiced	A	30.00	
	2	Youth gift card volunteer participation in tow			7902300072	Jenesa's c/c00007	03/03/2023	30.00				
	02/13/2023	10204	BALASJEN000	Balaski Jenesa K	Dollar Tree, Intl Falls, MN, 56	DOLLAR T000	02/28/2023		Invoiced	A	3.75	
	2	Valentine's Day school wide activity			9012300040	Jenesa's c/c00008	03/03/2023	3.75				
	02/13/2023	10205	BALASJEN000	Balaski Jenesa K	Amazon.Com He0e03v60, Amzn.Com/	AMAZON B000	02/28/2023		Invoiced	A	27.93	
	2	Clorox Disinfecting Wipes Value Pack,75 Count			7902300071	Jenesa's c/c00009	03/03/2023	21.94				
	3	Shipping - Cost of shipping, not including shi			7902300071	Jenesa's c/c00009	03/03/2023	5.99				
	02/09/2023	10202	BALASJEN000	Balaski Jenesa K	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	18.09	
	2	Student Council				Jenesa's c/c00010	03/03/2023	18.09				
	02/08/2023	10200	BALASJEN000	Balaski Jenesa K	Battalion Distributing, Intl Fa	BATTALIO000	02/28/2023		Invoiced	A	100.00	
	2	Incentive KAPE Youth Students			7902300073	Jenesa's c/c00011	03/03/2023	100.00				

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
Line	Description	PO Number	Invoice Number	Invoice Dt	Amount						
XXXXXXXXXXXX4156	continued...										
	02/08/2023	10201	BALASJEN000	Balaski Jenesa K	Dollar Tree, Intl Falls, MN, 56	DOLLAR T000	02/28/2023		Invoiced	A	6.25
2	Incentive for Youth KAPE Room student involvem	7902300069	Jenesa's c/c00012	03/03/2023	6.25						
13 transaction(s) for XXXXXXXXXXXX4156. Total Amount ==>											1,045.08
XXXXXXXXXXXX3468	02/20/2023	10109	ERICKJEN000	Erickson Jennifer L	Amzn Mktp US He6de7da2, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	131.90
2	23,000 pcs Fuse Beads Kit for Kids Crafts, 30	3002300083	Jen's C/C00000	03/03/2023	19.99						
3	Made By Me Creative Activity Kit Multipack wit	3002300083	Jen's C/C00000	03/03/2023	34.95						
4	Labeol 6 Pieces 5D Diamond Painting Kit for Ki	3002300083	Jen's C/C00000	03/03/2023	19.99						
5	Labeol 6 Pieces 5D Diamond Painting Kit for Ki	3002300083	Jen's C/C00000	03/03/2023	19.99						
6	Labeol 6 Pieces 5D Diamond Painting Kit for Ki	3002300083	Jen's C/C00000	03/03/2023	19.99						
7	arcvoso 5D DIY Cartoon Diamond Painting Kits,4	3002300083	Jen's C/C00000	03/03/2023	16.99						
	02/20/2023	10110	ERICKJEN000	Erickson Jennifer L	Amzn Mktp US Helan6k71, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	34.92
2	JOYIN 12 Wooden Magnet Painting Craft, Paint Y	3002300083	Jen's C/C00001	03/03/2023	11.98						
3	SUNGEMMERS Big Diamond Gem Art for Kids Suncat	3002300083	Jen's C/C00001	03/03/2023	10.99						
4	pigipigi Scratch Paper Art for Kids - 60 Pcs M	3002300083	Jen's C/C00001	03/03/2023	11.95						
	02/02/2023	10108	ERICKJEN000	Erickson Jennifer L	Super One Foods, International,	SUPER ON000	02/28/2023		Invoiced	A	83.88
2	Groceries and cooking supplies for Heidi Thomp	3002300079	Jen's C/C00002	03/03/2023	83.88						
3 transaction(s) for XXXXXXXXXXXX3468. Total Amount ==>											250.70
XXXXXXXXXXXX2560	02/27/2023	10168	HOPKIMIC000	Hopkins Michelle L	Wasabi Technologies, Boston, MA	WASABI 000	02/28/2023		Invoiced	A	17.43
2	12TB Secure online storage. Pay as you go.	6052300044	Mike's C/C00000	03/03/2023	17.43						
	02/15/2023	10167	HOPKIMIC000	Hopkins Michelle L	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	20.68
1	Wireless Keyboard and Mouse		Mike's C/C00001	03/03/2023	20.68						
	02/13/2023	10166	HOPKIMIC000	Hopkins Michelle L	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2023		Invoiced	A	195.00
2	Cat 6 Network Cable, 1000ft.	6052300069	Mike's C/C00002	03/03/2023	195.00						
	02/02/2023	10165	HOPKIMIC000	Hopkins Michelle L	Siptrunk Inc, 7702827206, GA, 3	TECHCHEC000	02/28/2023		Invoiced	A	280.08
2	Monthly SIP Phone Service.	6052300008	Mike's C/C00003	03/03/2023	280.08						
	01/30/2023	10169	HOPKIMIC000	Hopkins Michelle L	Wasabi Technologies, Boston, MA	WASABI 000	02/28/2023		Invoiced	A	17.43
2	12TB Secure online storage. Pay as you go.	6052300044	Mike's C/C00004	03/03/2023	17.43						
	01/30/2023	10170	HOPKIMIC000	Hopkins Michelle L	Amzn Mktp US 940yt95g3, Amzn.Co	AMAZON B000	02/28/2023		Invoiced	A	104.99
2	Hitron Bonded MoCA 2.5 Adapter for Ethernet Ov	6052300065	Mike's C/C00005	03/03/2023	104.99						
6 transaction(s) for XXXXXXXXXXXX2560. Total Amount ==>											635.61
150 transaction(s). Total Amount ==>											27,668.91

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

**REGULAR MEETING MINUTES OF THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NO. 361  
Monday, January 17, 2023 at 5:15 p.m.  
FHS Library**

**Call To Order**

Present with voting rights: Toni Korpi, Bruce Raboin, Emily McGonigle, Tina Sather and Jessica Crosby. Absent: JoAnn Smith and Roxanne Skogstad-Ditsch  
Present: 5; Absent 2

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

2. Pledge of Allegiance

**Approval of Agenda**

1. Approve agenda as presented. Motion by Toni Korpi, then second by Bruce Raboin.  
Motion Carried.

Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 7, Nay: 0

**Open Forum**

1. Elk's Student's of the Month: Nora Sullivan and Emma Saxton

2. Public Open Forum

**Consent Agenda**

Approve the Consent Agenda as printed. Motion by Bruce Raboin, then second by Tina Sather.  
Motion Carried.

Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 7, Nay: 0

1. Approve past meeting minutes for the regular and special school board meetings on December 19, 2022, December 28, 2022 and January 19, 2023.

2. Approve current accounts payable due in the amount of \$1,310,506.12.

3. Approve payroll in the amount of \$418,684.49 for pay periods December 30, 2022 and January 13, 2023.

4. Accept resignation of Stephanie Hagen, Paraprofessional, effective December 22, 2022.

5. Approve hire of Christie Ford as a Paraprofessional effective January 5, 2023.

6. Approve hire of Josh Simon as Paraprofessional effective January 5, 2023.

7. Approve the hire of Phil Talmage as Head Baseball coach for the 2022-2023 season.

8. Approve the hire of Will Awe as Assistant Baseball coach for the 2022-2023 season.

9. Approve the hire of Jeff Kerry as Head Softball coach for the 2022-2023 season.

10. Approve the hire of Casey Meyer as Assistant Softball coach for the 2022-2023 season.

11. Approve the hire of John Sandberg as Head Boy's Track coach for the 2022-2023 season.
12. Approve the hire of Jen Erickson as Assistant Boy's Track coach for the 2022-2023 season.
13. Approve the hire of Sheryl Hendrickson as Girl's Head Track coach for the 2022-2023 season.
14. Approve the hire of Aleisha Hendrickson as Assistant Girl's Track coach for the 2022-2023 season.
15. Approve the hire of Tony Casareto as Head Golf coach for the 2022-2023 season.
16. Approve the hire of Charlie Anderson as Assistant Golf coach for the 2022-2023 season.
17. Second reading of School Board Policy 404 - Employment Background Checks
18. Second reading of School Board Policy 406 - Consent to Release Data Form
19. Second reading of School Board Policy 410 - Family and Medical Leave Policy
20. Second reading of School Board Policy 413 - Harassment and Violence
21. Second reading of School Board Policy 415 - Mandated Reporting of Maltreatment
22. Second reading of School Board Policy 416 - Drug and Alcohol Testing Form
23. Second reading of School Board Policy 506 - Student Discipline
24. Second reading of School Board Policy 522 - Title IX Sex Nondiscrimination Policy
25. Second reading of School Board Policy 614 - School District Testing Plan and Procedure
26. Second reading of School Board Policy 806 - Crisis Management Policy
27. Approve contract with SMS for payroll contract services.
28. Accept Stop Arm Grant through the MN Department of Public Safety.
29. Approve early retirement incentive request from Tony Casareto.
30. Approve CIS contract with Minnesota North Colleges for the 2022-2023 school year.
31. Approve the Districts Safe Learning Plan.

### **Action Items**

#### **1. A. Improving systems and structures to create a culture where all are welcome and supported.**

1.a. Resolution Acceptance of Gifts and Donations. Motion by Toni Korpi, then second by Jessica Crosby. Motion Carried.

Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 7, Nay: 0

1.b. Resolution Directing Administration to Make Recommendations for Reductions in Programs and Positions and Reasons Therefor. Motion by Jessica Crosby, then second by Bruce Raboin. Motion Carried.

Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 7, Nay: 0

1.c. Approve Application for Cooperative Sponsorship with Cornerstone Christian School, Emo, Ontario for Girls Track and Field, Boys Track and Field, and Softball. Motion by Toni Korpi, then second by Jessica Crosby. Motion Carried.

Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 7, Nay: 0

**2. C. Maintain our facilities to be welcoming, safe and efficient for use by students and the community.**

2.a. Discussed rental of summer ice in Bronco Arena. No action taken, discussion only.

**3. D. Increasing family and community engagement in student learning and school experiences through improved communication and collaboration.**

3.a. Approve School Resource Office (SRO) position with City of International Falls for the 2023-2024 school year. Contract cost \$62,000. No Motion made, therefore, item failed.

**Committee and Administrative Reports**

1. Mitch Erickson, Student Representative

2. Melissa Tate, Elementary Principal: enrollment 462

3. Tim Everson, Secondary Principal: enrollment 510

4. Kevin Grover, Superintendent: Budget work session Feb13th @ 5:15 pm.

5. Beth Slatinski, Community Education Director: High number of PALS participants; recapped prior month programming.

6. Committee Reports:

6.a. Community Education Advisory Board

6.b. Recreation Commission

**Adjournment**

1. Motion by Bruce Raboin, then second by Toni Korpi to adjourn 6:40 pm. Motion Carried.  
Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 7, Nay: 0

**Approved Minutes:**

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District Clerk

Date

Board Chair

Date

**SPECIAL MEETING MINUTES OF THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NO. 361  
Monday, March 13, 2023 at 5:15 p.m.  
FHS Library**

**Call to Order**

Present with voting rights: Toni Korpi, Emily McGonigle, Tina Sather, Jessica Crosby and Bruce Raboin. Absent: Roxanne Skogstad-Ditsch.

Present: 6; Absent 1

Non-Voting Members Present: Kevin Grover, Superintendent

2. Pledge of Allegiance

**Approval of Agenda**

1. Approve agenda as presented. Motion by Toni Korpi, then second by Bruce Raboin. Motion Carried. Roxanne Skogstad-Ditsch: Absent, Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Absent: 1

**Budget Session:**

1. Presentation and discussion of preliminary draft revenue and expense budgets for fiscal year 2023 and fiscal year 2024. Received middle school plan presentation from Jay Boyle and FHS sections update.

**Adjournment**

1. Motion by Jessica Crosby, then second by Emily McGonigle at 7:40 pm. Motion Carried. Roxanne Skogstad-Ditsch: Absent, Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Absent: 1

**Approved Minutes:**

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District Clerk

Date

Board Chair

Date

**SPECIAL MEETING MINUTES OF THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NO. 361  
Monday, March 6, 2023 at 5:15 p.m.  
FHS Library**

**Call to Order**

Present with voting rights: Toni Korpi, Tina Sather, Roxanne Skogstad-Ditsch, JoAnn Smith, .  
Absent: Jessica Crosby and Emily McGonigle  
Present: 5, Absent: 2.

Non-Voting Members Present: Kevin Grover, Superintendent

2. Pledge of Allegiance

**Approval of Agenda**

1. Approve agenda as presented. Motion by Bruce Raboin, then second by Joann Smith.  
Motion Carried. Jessica Crosby: Absent, Emily McGonigle: Absent, Toni Korpi: Yea, Bruce  
Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 5, Nay: 0, Absent: 2

**Facility Presentation and Discussion:**

1. Receive a Facility Study Presentation from Nexus.  
2. Approve 2022-23 Indian Education Compliance. Motion by Tina Sather, then second by  
Bruce Raboin. Motion Carried. Jessica Crosby: Absent, Emily McGonigle: Absent, Toni  
Korpi: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann  
Smith: Yea; Yea: 5, Nay: 0, Absent: 2

**Adjournment**

1. Motion by Bruce Raboin, then second by Toni Korpi to adjourn at 6:55 pm. Motion Carried.  
Jessica Crosby: Absent, Emily McGonigle: Absent, Toni Korpi: Yea, Bruce Raboin: Yea, Tina  
Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 5, Nay: 0, Absent: 2

**Approved Minutes:**

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District Clerk

Date

Board Chair

Date

**SPECIAL MEETING MINUTES OF THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NO. 361  
Monday, February 13, 2023 at 5:15 p.m.  
FHS Library**

**Call to Order**

Present with voting rights: Toni Korpi, Emily McGonigle, Tina Sather, Jessica Crosby and Roxanne Skogstad-Ditsch. Absent: Bruce Raboin  
Present: 6; Absent 1

Non-Voting Members Present: Kevin Grover, Superintendent

2. Pledge of Allegiance

**Approval of Agenda**

1. Approve agenda as presented. Motion by Joann Smith, then second by Tina Sather. Motion Carried. Bruce Raboin: Absent, Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Absent: 1

**Work Session:**

1. Preliminary enrollment projections and revenue projections were presented by Business Manager, Stacy Grover, and Superintendent, Kevin Grover. Next budget work session meeting set for March 13, 2023 at 5:15 pm in FHS Library.

**Adjournment**

1. Motion by Joann Smith, then second by Toni Korpi to adjourn meeting at 6:45 pm. Motion Carried. Bruce Raboin: Absent, Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Absent: 1

**Approved Minutes:**

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District Clerk

Date

Board Chair

Date

**REGULAR MEETING MINUTES OF THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NO. 361  
Monday, February 21, 2023 at 5:15 p.m.  
FHS Library**

**Call to Order**

Present with voting rights: Toni Korpi, Emily McGonigle, Tina Sather, JoAnn Smith, Jessica Crosby and Roxanne Skogstad-Ditsch. Absent: Bruce Raboin  
Present: 6; Absent 1

Non-Voting Members Present: Kevin Grover, Superintendent

2. Pledge of Allegiance

**Approval of Agenda**

1. Approve agenda as presented with removal of Facility Study Presentation. Motion by Joann Smith, then second by Jessica Crosby. Motion Carried. Emily McGonigle: Absent, Bruce Raboin: Absent, Jessica Crosby: Yea, Toni Korpi: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 5, Nay: 0, Absent: 2

**Open Forum**

1. Elk's Student's of the Month: Max Dremmel and Bailey Herberg
2. Public Open Forum: FHS Students discussed weighted GPA

**Presentation:**

1. Receive Facility Study Presentation from Nexus Solutions. *(item removed from agenda)*

**Consent Agenda:**

Approve the Consent Agenda as presented. Motion by Joann Smith, then second by Emily McGonigle. Motion Carried. Bruce Raboin: Absent, Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Absent: 1

1. Approve past meeting minutes for the regular school board meeting on January 17, 2023 and special school board meeting on February 13, 2023.
2. Approve current accounts payable due in the amount of \$1,006,290.59.
3. Approve payroll in the amount of \$411,878.40 for pay periods January 27th and February 10th.
4. First reading of School Board Policy 101 - Legal Status of the School District
5. First reading of School Board Policy 104 - School District Mission Statement
6. First reading of School Board Policy 201 - Legal Status of the School Board
7. First reading of School Board Policy 202 - School Board Officers
8. First reading of School Board Policy 207 - Public Hearings

9. First reading of School Board Policy 208 - Development, Adoption, and Implementation of Policies
10. First reading of School Board Policy 209 - Code of Ethics
11. First reading of School Board Policy 210 - Conflict of Interest - School Board Members
12. First reading of School Board Policy 211 - Criminal or Civil Action Against School District, School Board Member, Employee, or Student
13. First reading of School Board Policy 212 - School Board Member Development
14. Accept notification from Timm Ringhoffer to end his leave of absence by returning to teaching service in the 2023-2024 school year.
15. Approve hire of Trista Johnson as FES Dishwasher effective February 2, 2023.
16. Sever service of Lorraine Bobst as L510 Cafe helper effective February 2, 2023.
17. Approve an early retirement teaching incentive for Michelle Boelk per L331 contract agreement and with the agreement an irrevocable letter of resignation effective June 2, 2023 will be received.
18. Accept a Northland Foundation grant in the amount of \$500 for FHS activity - Keeping Our Community Clean.
19. Approve the revised LTFM and Capital plans for fiscal year 2022-2023 and revised 2023-2024.
20. Approve Facility Rental Agreement with Chad Baldwin, Bronco Hockey Camp, for summer ice rental at Bronco Arena.
21. Approve Facility Rental Agreement with Erin Hall for summer ice rental at Bronco Arena.
22. Approve the write off of uncollectible debt from Preschool fee's in the amount of \$28,074.89.
23. Approve Paul Joslyn as Volunteer Baseball Coach for the 2022-2023 school year. Position is being funded by a donation from the Baseball Booster Club.
24. Approve termination of Jana Reff, Cafe Helper, effective Tuesday, February 21, 2023.

### **Action Items**

1. **A. Improving systems and structures to create a culture where all are welcome and supported.**
  - 1.a. Resolution Acceptance of Gifts and Donations. Motion by Jessica Crosby, then second by Toni Korpi. Motion Carried.  
Bruce Raboin: Absent, Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Absent: 1
  - 1.b. Approve contract with Superintendent, Kevin Grover, effective July 1, 2023 to June 30, 2026. Motion by Joann Smith, then second by Tina Sather. Motion Carried.

Bruce Raboin: Absent, Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Absent: 1

**Committee and Administrative Reports**

1. Mitch Erickson, Student Representative: Valentines Day, NED meeting, MHS Dance, and KAPE activities.
2. Melissa Tate, Elementary Principal: Enrollment update, parent teacher conferences, Book Fair in March, STEAM/Literacy showcase in April, preschool update and kindergarten enrollment.
3. Tim Everson, Secondary Principal: Enrollment update, mid-quarter 3, parent teacher conferences, eligibility for student crowning, middle level school planning group
4. Kevin Grover, Superintendent: School Board appreciation, MSBA conference, Recreation Commission disbanding, School Board meetings on March 6<sup>th</sup> Facility Meeting, March 23<sup>th</sup> Budget Meeting, closed session on March 20<sup>th</sup> for negotiations, GPA discussion and summer programming.
5. Beth Slatinski, Communtiy Education Coordinator: Advisory meeting, PALS, class update.
6. Committee Reports:
  - 6.a. Community Education Advisory Board: no report
  - 6.b. Recreation Commission: no report

**Adjournment**

1. Motion by Joann Smith, then second by Emily McGonigle to adjourn at 6:51 p.m.. Motion Carried. Bruce Raboin: Absent, Jessica Crosby: Yea, Toni Korpi: Yea, Emily McGonigle: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Absent: 1

**Approved Minutes:**

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District Clerk	Date	Board Chair	Date
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**INTERNATIONAL FALLS PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT #361**

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

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ January 2023 \_\_\_\_\_

**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 Minnesota Statutes ~~Ch.~~ chapter 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. §~~ Minnesota Statutes section 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 (Public Corporation; Conveyance or Lease of Land)  
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.64 (Rights, Powers, Duties; Municipalities 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)

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

**BOARD POLICY 104  
School District Mission Statement**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ January 2023 \_\_\_\_\_

**I. PURPOSE**

The purpose of this policy is to establish a clear statement of the purpose for which the school district exists.

**II. GENERAL STATEMENT OF POLICY**

The school board believes that a mission statement should be adopted. The mission statement should be based on the beliefs and values of the community, should direct any change effort and should be the basis on which decisions are made. The school board, on behalf of and with extensive participation by the community, should develop a consensus among its members regarding the nature of the enterprise the school board governs, the purposes it serves, the constituencies it should consider, including student representation, and the results it intends to produce.

**III. MISSION STATEMENT**

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

Through intentional partnership with parents and the community, the International Falls School District prepares every student to become a contributing citizen by developing their maximum potential within a safe and inclusive climate of mutual respect and trust.

**IV. REVIEW**

The school board will review the school district's mission every two years, especially when members of the board change. The school board will conduct a comprehensive review of the mission, including the beliefs and values of the community, every five to seven years.

**Legal References:** Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement)  
~~Minn. Rule Parts 3501.0010 to 3501.0180~~

***Cross References:***

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

**BOARD POLICY 201  
Legal Status of the School Board**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ January 2023 \_\_\_\_\_

**I. PURPOSE**

The care, management and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties and powers of the school board in carrying out its mission.

**II. GENERAL STATEMENT OF POLICY**

- A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.
- B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

**III. DEFINITION**

“School board” means the governing body of the school district.

**IV. ORGANIZATION AND MEMBERSHIP**

- A. The membership of the school board consists of six elected directors or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.

*[Note: This number may be different for combining or consolidating school boards that are in a transition period.]*

- B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.
- C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

**V. POWERS AND DUTIES**

- A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.
- B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.
- C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.
- D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.
- E. The school board, among other duties, shall perform the following in accordance with applicable law:
  - 1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;
  - 2. conduct the business of the schools and pay indebtedness and proper expenses;
  - 3. employ and contract with necessary qualified teachers and discharge the same for cause;
  - 4. provide services to promote the health of its pupils;
  - 5. provide school buildings and erect needed buildings;
  - 6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;
  - 7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;
  - 8. employ and discharge necessary employees and contract for other services;
  - 9. provide for transportation of pupils to and from school, as governed by statute; and
  - 10. procure insurance against liability of the school district, its officers and

employees.

- F. The school board, at its discretion, may perform the following:
1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs and intersession classes of flexible school year programs;
  2. furnish school lunches for pupils and teachers on such terms as the school board determines;
  3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;
  4. lease rooms or buildings for school purposes;
  5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;
  6. authorize cocurricular and extracurricular activities;
  7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and
  8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

**Legal References:** Minn. Stat. § 123A.22 (Cooperative Centers ~~for Vocational Education~~)  
Minn. Stat. § 123B.02 (General Powers ~~of Independent School Districts~~)  
Minn. Stat. § 123B.09 (~~school-board-powers~~ Boards of Independent School Districts)  
Minn. Stat. § 123B.14 (~~school-district~~ Officers of Independent School Districts)  
Minn. Stat. § 123B.23 (Liability Insurance; ~~Officers and Employees~~)  
Minn. Stat. § 123B.49 (~~Cocurricular and~~ Extracurricular Activities; Insurance)  
Minn. Stat. § 123B.51 (Schoolhouses and Sites; ~~Acess for Noncurricular Purposes Uses for School and Nonschool Purposes; Closings~~)  
Minn. Stat. § 123B.85 (definition)  
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233, 199 N.W. 911 (1924)

**Cross References:** MSBA/MASA Model Policy 101 (Legal Status of the School District)  
MSBA/MASA Model Policy 202 (School Board Officers)  
MSBA/MASA Model Policy 203 (Operation of the School Board-Governing Rules)  
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 202  
School Board Officers**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ January 2023 \_\_\_\_\_

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

**I. PURPOSE**

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

**II. GENERAL STATEMENT OF POLICY**

- A. The school board shall meet annually and organize by selecting a chair, a clerk, a treasurer and such other officers as determined by the school board. At its option, the school board may appoint a vice-chair to serve in the temporary absence of the chair.
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.

**III. ORGANIZATION**

The school board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.

*[Note: The organizational meeting is a good time for the school board to plan for how to cancel and reschedule a board meeting. For example, the school board could decide*

*and include in the regular meeting schedule a provision that if the school district closes early due to bad weather and calls off evening activities, any school board meeting scheduled for that evening will also be postponed and held at the same time and place the following evening.*

*The organizational meeting is also a good time for the school board to select the school district's legal counsel and the individuals authorized to contact legal counsel. Usually, the authorized contacts are the board chair, the superintendent, and the business official of the school district. In addition, many school districts authorize their human resources director, or a person exercising similar duties, to contact legal counsel.]*

#### IV. OFFICER'S RESPONSIBILITIES

##### A. Chair

1. The chair when present shall preside at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions and perform all duties a chair usually performs.
2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.

##### B. Treasurer

1. The treasurer shall deposit the funds of the school district in the official depository.
2. The treasurer shall make all reports which may be called for by the school board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with ~~Minn. Stat. §~~ **Minnesota Statutes section 123B.12.**

##### C. Clerk

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk shall:

- a. file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
  - b. make and transmit to the Commissioner of the Minnesota Department of Education (Commissioner) certified reports, showing:
    - (1) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the Commissioner;
    - (2) length of school term and enrollment and attendance by grades; and
    - (3) other items of information as called for by the Commissioner.
4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.
  5. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
  6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
  7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
  8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.

D. Vice-Chair

The vice-chair shall perform the duties of the chair in the event of the chair's temporary absence.

E. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
  - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;

- b. recommend to the school board employment and dismissal of teachers;
- c. annually evaluate each school principal assigned responsibility for supervising a school building within the district;
- d. superintend school grading practices and examinations for promotions;
- e. make reports required by the commissioner; and
- f. perform other duties prescribed by the school board.

***Legal References:*** Minn. Stat. § 123B.12 (~~Insufficient Funds to Pay Orders~~ ~~finance~~)  
Minn. Stat. § 123B.14 (Officers ~~of Independent School Districts~~)  
Minn. Stat. § 123B.143 (Superintendent)  
Minn. Stat. § 126C.17 (Referendum Revenue)  
Minn. Stat. Ch. 205A (School District Elections)

***Cross References:*** MSBA/MASA Model Policy 101 (Legal Status of the School District)  
MSBA/MASA Model Policy 201 (Legal Status of the School Board)  
MSBA/MASA Model Policy 203 (Operation of the School Board-Governing Rules)  
~~MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties~~

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

**BOARD POLICY 207  
Public Hearings**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ January 2023 \_\_\_\_\_

**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**

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.

**III. PROCEDURES**

A. Public Hearings.

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

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 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.

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. If the school board requires 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.
4. Privilege to Speak: A school board member should direct 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 to provide an orderly, efficient and fair opportunity to be heard.

***Legal References:*** Minn. Stat. § 123A.30 (Agreements for Secondary Education)  
Minn. Stat. § 123A.15 (Establishing Education Districts)  
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 208  
Development, Adoption, and Implementation of Policies**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ January 2023 \_\_\_\_\_

*[Note: The provisions of this policy are recommendations. The procedures for policy development, adoption, and implementation are not specifically provided by statute.]*

**I. PURPOSE**

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

**II. GENERAL STATEMENT OF POLICY**

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

**III. DEVELOPMENT OF POLICY**

- A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the district while delegating policy implementation to the administration.
- B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

**IV. ADOPTION AND REVIEW OF POLICY**

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the later of the date of passage or the date stated in the motion.
- C. In of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

## V. IMPLEMENTATION OF AND ACCESS TO POLICY

- A. The superintendent shall be responsible for implementing school board policies other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. Each school board member shall have access to school district policies. A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: ~~410 Family and Medical Leave Policy; 413 Harassment and violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 internet Acceptable Use and Safety Policy; 616 School District System Accountability; 722 Public Data Requests~~ and 806 Crisis Management Policy.

- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

***Legal References:*** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

***Cross References:*** MSBA/MASA Model Policy 305 (Policy Implementation)

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

**BOARD POLICY 209  
Code of Ethics**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ January 2023 \_\_\_\_\_

**[Note: A code of ethics establishes standards of conduct that members of a school board create and agree to follow. The principles and values embodied in this code of ethics prioritize board members' obligations to students, the district, and the community. As a written set of expectations, a code of ethics guides board members' decision making and behavior. This model policy offers a starting point for school boards as they create a code that establishes parameters for board member conduct that best serve their district. Minnesota law and rules of parliamentary procedure establish sanctions that a school board may choose to pursue.]**

**I. PURPOSE**

The purpose of this policy is to assist the individual school board members in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

**II. GENERAL STATEMENT OF POLICY**

Each school board member shall follow the code of ethics stated in this policy.

**A. AS A MEMBER OF THE SCHOOL BOARD I WILL:**

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.

5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.

6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
2. Attempt to obtain adequate financial support for the school district's programs.
3. Insist that business transactions of the school district be ethical and open.
4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF I WILL:

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring all employees.
5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
6. Insist the superintendent to keep the school board adequately informed at all times.
7. Offer the superintendent counsel and advice.
8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the superintendent.

11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.
2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

***Legal References:*** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

***Cross References:*** ~~MSBA Service Manual, Chapter 1, School Board Member Code of Ethics~~  
**None**

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

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

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ January 2023 \_\_\_\_\_

*[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.~~ **Minnesota Statutes chapter 118A**. Any school board member having said interest shall disclose that

interest and the interest shall be entered upon the school board minutes. Disclosure 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 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 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 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 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 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 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~~ 20,000 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 at which all school board members are present that employment ~~must be~~ is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

*[Note: The \$8,000 figure increased to \$20,000 effective July 1, 2022]*

- D. The school board may contract with a class of school district employees, such as teachers or custodians, 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. 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 in which the contract is approved.

#### **IV. LIMITATIONS ON RELATED EMPLOYEES**

- A. The school board must hire or dismiss teachers only at duly called meetings. 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 Employment; Contracts; Termination~~)  
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)

**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\_\_\_January 2023\_\_\_\_\_

**I. PURPOSE**

The purpose of this policy is to provide guidance 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 466.07, subdivision 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 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 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 chapter 13, and to the Family Educational Rights and Privacy Act, 20 United States Code § section 1232g and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, 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 designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas.

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, subdivision 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 whether to reimburse shall be made in the school board's discretion. 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. 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 extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.
2. If 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), 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 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)  
*Dypress v. School Committee of Boston*, 446 N.E.2d 1099 (Mass. App. Ct. 1983)  
*Wood v. Strickland*, 420 U.S. 308, (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 212  
School Board Member Development**

**Adopted** \_\_\_ **By Reference** \_\_\_\_\_

**Revised** \_\_\_ **January 2023** \_\_\_\_\_

**I. PURPOSE**

In recognition of the need for continuing in-service training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

**II. GENERAL STATEMENT OF POLICY**

- A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.
- B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state and national school boards associations, as well as in the activities of other educational groups.
- C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.
- D. The school board will reimburse the necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

**Legal References:** Minn. Stat. § 123B.09, Subd. 2 (~~School board member training~~ **Boards of Independent School Districts**)

**Cross References:** MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)

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

**BOARD POLICY 416  
Drug and Alcohol Testing**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ March 2023 \_\_\_\_\_

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

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes sections 181.950 - 181.957.

- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes sections 181.950 - 181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.
- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

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

#### **A. General Statement of Policy.**

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

#### **B. Definitions.**

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. “Alcohol Screening Device” (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. “Breath Alcohol Technician” (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the (EBT).
4. “Commercial motor vehicle” (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. “Designated Employer Representative” (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.”
6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Direct Observation” means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
9. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. “Licensed Medical Practitioner” means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
12. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine

specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

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

C. Policy and Educational Materials.

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

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

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

D. Alcohol and Controlled Substances Testing Program Manager.

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

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and

the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers.

***[Note: The specific prohibitions for drivers are contained, in large part, in 49 Code of Federal Regulations sections 382.201-382.215.]***

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including

medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct.

***[Note: Consequences for drivers engaging in alcohol-related conduct are described in the federal regulations. 49 Code of Federal Regulations section 382.505.]***

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

G. Prescription Drugs/Cannabinoid Products.

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements.

***[Note: School districts must utilize the U.S. DOT Drug & Alcohol Clearinghouse ("Clearinghouse") to conduct pre-employment queries, annual queries, and reports regarding CDL holders who operate CMVs on public roads (including school bus drivers) and who are covered by the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program. In addition to utilizing the Clearinghouse, school districts must continue to comply with the alcohol and controlled substance testing required under Title 49 of the Federal Regulations.]***

1. Pre-Employment Testing

***[Note: 49 Code of Federal Regulations section 382.301 details the requirements for pre-employment testing.]***

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

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

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

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

- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License

(CDL) Drug and Alcohol Clearinghouse (“Clearinghouse”) to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific, written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

***[Note: 49 Code of Federal Regulations section 382.303 governs post-accident testing of drivers.]***

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

3. Random Testing

***[Note: 49 Code of Federal Regulations section 382.305 governs random testing of drivers.]***

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

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

- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

***[Note: 49 Code of Federal Regulations section 382.307 governs reasonable suspicion testing of drivers.]***

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled

substances, including medical cannabis, on duty or within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

**[Note: 49 Code of Federal Regulations sections 382.309, 40.23(d), and 40.305 govern return-to-duty testing.]**

- 5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

**[Note: 49 Code of Federal Regulations sections 382.311, 40.307, and 40.309 govern follow-up testing.]**

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

7. Refusal to Submit and Attendant Consequences

***[Note: Consequences for refusals to submit to required drug and alcohol tests are addressed generally in 49 Code of Federal Regulations sections 40.191, 40.261, and 382.211. They are more specifically addressed in 49 Code of Federal Regulations sections 382.501-382.507 and in 49 United States Code section 521(b).]***

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

I. Testing Procedures.

1. Drug Testing

***[Note: The Federal Drug Testing Custody and Control Form (CCF) must be used to document every urine collection required by the DOT drug testing program. 49 Code of Federal Regulations section 40.45.]***

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory

for analysis. The specimen preparation shall be conducted in sight of the donor.

- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Service - SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
  - (1) The donor expressly declines the opportunity to discuss the test results;
  - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER;
  - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

## 2. Alcohol Testing

**[Note: The DOT Alcohol Testing Form (ATF) must be used for every DOT alcohol test. 49 Code of Federal Regulations section 40.225]**

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

## J. Driver/Driver Applicant Rights.

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

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

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
  - b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
  - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be [Align Chiropractic & Wellness, 1322 Third St., Int'l Falls, MN., 218-283-2243](#), which is a laboratory certified by the Department of Health and Human Services - SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results.

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

M. Record-keeping Requirements and Retention of Records.

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

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

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

Basic records 5 years

“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection proc.	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

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

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows:
  - i. Any on-duty alcohol use;

- ii. Any pre-duty alcohol use;
  - iii. Any alcohol use following an accident; and
  - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
  - g. Any negative return-to-duty test; and
  - h. Any employer's report of completion of follow-up testing.

N. Training.

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

O. Consequences of Prohibited Conduct and Enforcement.

- 1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.
- 2. Referral, Evaluation, and Treatment
  - a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

***[Note: Subparagraphs b. and c., below, are based on the provisions of 49 Code of Federal Regulations section 40.289.]***

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

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

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

3. Disciplinary Action

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

P. Other Testing.

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes sections 181.950 through 181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV of this policy.

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

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for

alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or any subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident, or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.
2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.
4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

**IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES**

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug Or Alcohol Testing May Be Requested or Required:

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes section 181.953, subdivision 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test.

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions.

1. "Drug" means a controlled substance as defined in Minnesota Statutes including medical cannabis, regardless of enrollment in the state registry program.

2. “Drug and Alcohol Testing,” “Drug or Alcohol Testing,” and “Drug or Alcohol Test” mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver’s license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver’s license are primarily governed by the provisions of the school district’s drug and alcohol testing policy relating to school bus drivers (Section III). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver’s license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of “other employees.”
4. “Job Applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver’s license, and includes a person who has received a job offer made contingent on the person’s passing drug or alcohol testing. Job applicants for positions requiring a commercial driver’s license are governed by the provisions of the school district’s drug and alcohol testing policy relating to school bus drivers (Section III).
5. “Positive Test Result” means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes section 181.953, subdivision 1.
6. “Random Selection Basis” means a mechanism for selection of employees that:
  - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
  - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
7. “Reasonable Suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. “Safety-Sensitive Position” means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal.

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards.

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee

or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
- d. Use of intoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota

Statutes section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G. below, whichever is applicable.

Attachments E and F to this policy provides the Notices described in paragraphs 2. through 6. of this section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License.

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
  - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License.

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures.

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards.

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees.

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-

affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

## V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

- Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. Ch. 43A (State Personnel Management)  
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)  
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)  
Minn. Stat. § 152.32 (Protections for Registry Program Participation)  
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)  
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)  
Minn. Stat. § 221.031 (Motor Carrier Rules)  
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)  
49 U.S.C. § 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)  
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)  
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
- Cross-References:*** MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 417 (Chemical Use/Abuse)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

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

**BOARD POLICY 417  
Chemical Use and Abuse**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ March 2023 \_\_\_

*[Note: This policy reflects mandatory provisions of state and federal law and is not discretionary.]*

**I. PURPOSE**

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

**II. GENERAL STATEMENT OF POLICY**

- A. Use ~~or possession~~ of controlled substances, ~~toxic substance~~, medical cannabis, ~~toxic substances~~, and alcohol ~~before, during, or after school hours, at school or in any other school location~~, is prohibited ~~in the school setting~~ in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. The ~~policy of this~~ school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement. ~~is to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.~~
- C. ~~The Every~~ school ~~district~~ that participates in a school district chemical abuse program shall establish ~~and maintain in every school~~ a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- ~~D. The superintendent, with the advice of the school board, shall be responsible for establishing a school and community advisory team to address chemical abuse problems in the district.~~

- ED. The school district shall establish ~~and maintain~~ a drug-free awareness program ~~to~~ for educate ~~and assist~~ its employees. ~~students and others in understanding this policy and the goals of achieving drug-free schools and workplaces.~~

*[Note: School districts are required to establish a drug-free awareness program for school district employees pursuant to the Drug-Free Workplace Act. In addition, state law requires that the written districtwide school discipline policy must include procedures for detecting and addressing chemical abuse problems of a student while on the school premises. Further, school districts are required to develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement if receiving funding under the federal Student Support and Academic Enrichment Grants law. Comprehensive drug prevention programs are required to be adopted and carried out by school districts pursuant to the Safe and Drug-Free Schools and Communities Act. In addition, school districts are required by the Drug-Free Workplace Act to establish drug-free awareness programs for school district employees. Further, state law authorizes school districts to provide instructional programs in chemical abuse and the prevention of chemical 417-2 dependency.]*

### III. DEFINITIONS

- A. “Chemical abuse”, ~~as applied to students~~, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the ~~student’s minor’s~~ normal function in academic, school, or social activities is chronically impaired.
- B. ~~“Chemicals” includes, but is not limited to, alcohol, toxic substances, medical cannabis, and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy.~~  
“Controlled substances”, as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota Statutes section 152.01, subdivision 9, but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, “controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.
- C. ~~“Use” includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.~~  
“Drug prevention” means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.
- D. ~~“School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school~~

~~sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.~~

~~“Teacher” means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.~~

#### IV. STUDENTS

##### A. Instruction–Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

##### B. Programs and Activities

1. ~~Every~~ The school district shall develop, implement, and evaluate comprehensive ~~provide an instructional~~ programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes. ~~in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.~~

~~*[Note: The Safe and Drug-Free Schools and Communities Act requires school districts to adopt and carry out a comprehensive drug and violence prevention program with funds received. Since a comprehensive drug prevention program is required and a school district is specifically authorized by state law to provide instructional programs in chemical abuse and the prevention of chemical dependency, this should be a component of each school district’s mandatory program. In addition, the Safe and Drug-Free Schools and Communities Act specifies additional items which may be included as part of the mandatory comprehensive drug prevention program. Some of the suggested items relating to instruction or training are detailed in Paragraphs 2. through 6. below and a school district may wish to adopt one or all of the listed components as part of its mandatory program.]*~~

2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

- ~~2. Each school shall have age-appropriate and developmentally based activities that:
  - ~~a. address the consequences of violence and the illegal use of drugs, as appropriate;~~
  - ~~b. promote a sense of individual responsibility;~~
  - ~~c. teach students that most people do not illegally use drugs;~~
  - ~~d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;~~
  - ~~e. teach students about the dangers of emerging drugs;~~
  - ~~f. engage students in the learning process; and~~
  - ~~g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.~~~~
- ~~3. Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.~~
- ~~4. Each school shall disseminate drug and violence prevention information within the school and to the community.~~
- ~~5. Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.~~
- ~~6. Each school shall have drug and violence prevention activities that may include the following:
  - ~~a. Community wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.~~
  - ~~b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.~~
  - ~~c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.~~~~

- ~~d. — Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.~~
- ~~e. — Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.~~

BC. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance Chemical Use and Abuse

- ~~1. — In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing, or selling chemicals in a school location:
  - ~~a. — The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.~~
  - ~~b. — The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.~~
  - ~~c. — The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.~~
  - ~~d. — The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.~~
  - ~~e. — The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.~~~~
- ~~2. — If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:
  - ~~a. — The employee shall notify the building administrator or a member of the preassessment team and shall describe the~~~~

~~basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.~~

~~b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.~~

1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.

*[Note: School districts are not required to participate in a chemical abuse program or establish a chemical abuse preassessment team pursuant to state law. Schools are required to have procedures for detecting student chemical abuse and can obtain federal funding if they establish drug prevention, detection, intervention, and recovery support services. Thus, it is recommended that schools establish these programs and activities. For those schools that do not establish a chemical abuse preassessment team, those obligations could be assigned to a specified staff member such as a school counselor or administrator.]*

32. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals ~~shall~~ **may** be suspended ~~and proposed for expulsion~~ in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes § sections 121A.40-121A.56, and proposed for expulsion.
43. Searches by school district officials in connection with the abuse, possession, ~~or transfer distribution, or sale~~ of alcohol or a controlled substance ~~chemicals~~ will be conducted in accordance with school board policies related to search and seizure.
4. Nothing in paragraph IV.B.1. prevents a teacher or any other school employee from reporting to a law enforcement agency any

violation of law occurring on school premises or at school sponsored events.

€D. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall ~~have~~ establish a chemical abuse preassessment team designated by the superintendent or designee. The team ~~will~~ must be composed of classroom teachers, administrators, and ~~to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.~~ For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

DE. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes § section 13.32 and applicable federal law and regulations.
2. Destruction of Records
  - a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.
  - b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with such information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed

not later than six (6) months after the student is no longer enrolled in the district.

- c. ~~This section shall govern~~ Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding ~~provisions of the Records Management Act, Minnesota Statutes § section 138.163 (Preservation and Disposal of Public Records).~~

**EF. Consent**

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

*[Note: State law permits schools to provide these services to minor students without the consent of a parent. If, however, a school district provides these or other services pursuant to a grant received under the Student Support and Academic Enrichment Grants law, this funding could be jeopardized if the requirements of federal law, to obtain prior written, informed consent from the parent of each child who is under 18 years of age is not obtained.]*

~~F. School and Community Advisory Team~~

~~1. The superintendent, with the advice of the school board, shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.~~

~~2. The advisory team shall:~~

~~a. build awareness of the problem within the community, identify available treatment and counseling programs for students, and develop good working relationships and enhance communication between the schools and other community agencies; and~~

~~b. develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.~~

**V. EMPLOYEES**

- A. The school district shall establish ~~superintendent or designee shall undertake and maintain~~ a drug-free awareness ~~and prevention~~ program to inform employees ~~students, and others~~ about:
1. The dangers ~~and health risks of chemical~~ of drug abuse in the workplace/~~school~~.
  2. The school district's ~~drug-free workplace/drug-free school~~ policy of maintaining a drug-free workplace.
  3. ~~Any Available drug or alcohol~~ counseling, ~~treatment~~, rehabilitation, ~~reentry~~, and/~~or employee~~ assistance programs ~~available to employees and/or students~~.
  4. The penalties that may be imposed on employees for drug abuse violations.
- B. The school district ~~superintendent or designee~~ shall notify ~~any~~ federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice ~~from the employee or otherwise receiving actual notice of any criminal drug statute conviction of an employee for a criminal drug statute violation~~ occurring in the workplace. ~~To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.~~

~~*[Note: Notification to the federal granting agency within ten (10) days is required by the Drug-Free Workplace Act. 41 U.S.C. § 8103.]*~~

**Legal References:**

- Minn. Stat. § 13.32 (Educational Data)
- Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
- Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
- Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
- Minn. Stat. § 126C.44 (Safe Schools Levy)
- Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)  
~~Records Management Act)~~
- Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
- Minn. Stat. § 152.01 (Definitions)
- Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
- Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
- Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
- Minn. Stat. § 299A.33 (DARE Program)
- Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
- Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
- 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
- 20 U.S.C. §§ 7101-~~712265~~ (Student Support and Academic Enrichment Grants ~~Safe and Drug-Free Schools and Communities Act~~)

20 U.S.C. § 5812 (National Education Goals)  
20 U.S.C. § 7175 (Local Activities)  
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

***Cross References:*** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)  
**MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)**  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, 417-8 Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

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

**BOARD POLICY 420**

**Students and Employees with Sexually Transmitted Infections and  
Diseases and Certain Other Communicable Diseases and Infectious  
Conditions**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ March 2023 \_\_\_\_\_

***[Note: School districts are not required by statute to have a policy addressing these issues. However, Minnesota Statutes § section 121A.23 provides that school districts must have a program that incorporates the provisions contained in this policy.]***

**I. PURPOSE**

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

**II. GENERAL STATEMENT OF POLICY**

A. Students

The policy of the School Board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances And Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case-by-case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.
2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The School Nurse, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the [Minnesota](#) Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the [Minnesota](#) Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with [Minnesota Statutes § section 121A.23](#) ~~which~~ ~~that~~ includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;

7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

**Legal References:** Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases-Health-Related Programs)  
Minn. Stat. § 144.44-442 (Tuberculosis Screening in Schools)  
Minn. Stat. § 142 (Testing in School Clinics)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)  
20 C.F.R. 1910.1030 (Occupational Exposure to Bloodborne Pathogens)  
*Kohl by Kohl v. Woodhaven Learning Center*, 865 F.2d 930 (8<sup>th</sup> Cir.), *cert. denied*, 493 U.S. 892, ~~110 S.Ct. 239~~ (1989)  
*School Board of Nassau County, Fla. v. Arline*, 480 U.S. 273, 107 S.Ct. 1123 (1987)  
16 EHLR 712, OCR Staff Memo, April 5, 1990

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

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

**BOARD POLICY 423  
Employee-Student Relationships**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ **March 2023** \_\_\_

**I. PURPOSE**

The school district is committed to an educational environment in which all students are treated with respect and dignity. Every school district employee is to provide students with appropriate guidance, understanding and direction while maintaining a standard of professionalism and acting within accepted standards of conduct.

**II. GENERAL STATEMENT OF POLICY**

- A. This policy applies to all school district employees at all times, whether on or off duty and on or off of school district locations.
- B. At all times, students will be treated by teachers and other school district employees with respect, courtesy, and consideration and in a professional manner. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis.
- C. Teachers must be mindful of their inherent positions of authority and influence over students. Similarly, other school district employees also may hold positions of authority over students of the school district and must be mindful of their authority and influence over students.
- D. Sexual relationships between school district employees and students, without regard to the age of the student, are strictly forbidden and may subject the employee to criminal liability.
- E. Other actions that violate this policy include, but are not limited to, the following:
  - 1. Dating students.

2. Having any interaction/activity of a sexual nature with a student.
  3. Committing or attempting to induce students or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district.
  4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring.
- F. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships.

*[Note: Such safeguards may include the following: avoiding altogether or minimizing physical contact, keeping doors open when talking or meeting with students one-on-one, and/or making sure that such meetings with a student take place in rooms with windows and/or others nearby.]*

- G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.
- H. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

### **III. REPORTING AND INVESTIGATION**

- A. Complaints and/or concerns regarding alleged violations of this policy shall be handled in accordance with MSBA/MASA Model Policy 103 (Complaints– Students, Employees, Parents, Other Persons) unless other specific complaint procedures are provided within any other policy of the school district.
- B. All employees shall cooperate with any investigation of alleged acts, conduct, or communications in violation of this policy.

### **IV. SCHOOL DISTRICT ACTION**

Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. It also may include reporting to appropriate state or federal authorities, including the Minnesota Professional Educator Licensing and Standards Board or the appropriate licensing authority and appropriate agencies responsible for investigating reports of maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

## V. SCOPE OF LIABILITY

Employees are placed on notice that if an employee acts outside the performance of the duties of the position for which the employee is employed or is guilty of malfeasance, willful neglect of duty, or bad faith, the school district is not required to defend and indemnify the employee for damages in school-related litigation.

**Legal References:** Minn. Stat. § 13.43, Subd. 16 (~~Personnel Data School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact~~)  
Minn. Stat. § 122A.20, Subd. 2 (~~Suspension or Revocation of Licenses Mandatory Reporting to Professional Educator Licensing and Standards Board or Board of School Administrators~~)  
Minn. Stat. § 122A.40, Subds. 5(b) and 13 (b) (~~Employment; Contracts; Termination Mandatory immediate discharge of teachers with license revocations due to child or sex abuse convictions~~)  
Minn. Stat. §§ 609.341–609.352 (~~Definitions Defining “intimate parts” and “position of authority” as well as detailing various sex offenses~~)  
Minn. Stat. Ch. 260E § ~~626.556~~ (Reporting of Maltreatment of Minors)  
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)  
Minn. Rules Part 8710.2100 (Code of Ethics for Minnesota Teachers)

**Cross References:** MSBA/MASA Model Policy 103 (Complaints - Students, Employees, Parents, Other Persons)  
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee or Student)  
MSBA/MASA Model Policy 306 (Administrator Code of Ethics)  
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 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 421 (Gifts to Employees)  
MSBA/MASA Model Policy 507 (Corporal Punishment)

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

**BOARD POLICY 506  
Student Discipline**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ **March 2023** \_\_\_

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

**I. PURPOSE**

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

**II. GENERAL STATEMENT OF POLICY**

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40 - 121A.56.

In view of the foregoing and in accordance with Minnesota Statutes section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

### **III. AREAS OF RESPONSIBILITY**

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

#### **IV. STUDENT RIGHTS**

All students have the right to an education and the right to learn.

#### **V. STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

## **VI. CODE OF STUDENT CONDUCT**

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
  - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
  - 2. The use of profanity or obscene language, or the possession of obscene materials;
  - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
  - 4. Violation of the school district's Hazing Prohibition Policy;
  - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
  - 6. Violation of the School District's Student Attendance Policy;
  - 7. Opposition to authority using physical force or violence;
  - 8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous or pornographic materials;
29. Violation of the school district' Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures; including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

## **VII. DISCIPLINARY ACTION OPTIONS**

It is the general policy of the school district to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions

for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;

- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

## **VIII. REMOVAL OF STUDENTS FROM CLASS**

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

- C. The student handbook will be reviewed annually and brought before the board for approval. The handbook will contain procedures and consequences for disciplinary actions.

**[Note: The following Sections D. - L. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences.]**

**D. Procedures for Removal of a Student From a Class.**

1. The initial right and responsibility for the removal of a student from class is that of the classroom teacher. After the initial removal from the class, the student will be sent to the office or ISS room for the remainder of the hour.
2. If a second removal from a class occurs, an informational administrative conference will be held between the teacher and the principal or the principal's designee. At this conference a decision will be reached as to the length of the time that the student will be removed from class.
3. The student shall be returned to the class upon completion of the terms of re-admittance established at the informational administrative conference including, but not limited to, completion of any makeup work and/or a behavior contract.
4. Per direction of the classroom teacher, the student is to report directly to the office or library (ISS), when sent out of class. Failure to do so could result in further disciplinary action. Students sent to ISS may be assigned classroom work by the teacher or work to help them pass their MCA tests and achieve the school academic goal

**E. Responsibility for and Custody of a Student Removed From Class.**

1. Designation of where student is to go when removed;  
Students removed from class are to report to the office or library.
2. Designation of how student is to get to designated destination;  
Teacher will direct student where to go and inform library staff or office that student is on their way.
3. Whether student must be accompanied;  
Staff member in control of room will make determination if student can be sent alone or wait for administrator.
4. Statement of what student is to do when and while removed;  
Student will be removed to ISS or office until situation is determined to be resolved per administration.
5. Designation of who has control over and responsibility for student after removal from class.  
Once office/library is notified, building principal, or his/her designee, will be responsible for student.

**F. Procedures for Return of a Student to a Class From Which the Student Was Removed.**

1. Specification of procedures;  
Student may return to class upon determination of principal, or his/her designee that situation is resolved and conditions have been met.
2. Actions or approvals required such as notes, conferences, readmission plans.

**G. Procedures for Notification.**

1. Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;  
Staff member involved will contact parent and notify them of any situation that results in student being removed.
2. Actions or approvals required, such as notes, conferences, readmission plans.

**H. Disabled Students; Special Provisions.**

1. Procedures for consideration of whether there is a need for further assessment;
2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student who is removed from class or disciplined; and
3. Any procedures determined appropriate for referring students in need of special education services to those services.

**I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.**

1. Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes section 121A.26;
2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota Statutes section 121A.29.

**J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.**

**K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.**

**L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.**

**IX. DISMISSAL**

- A. “Dismissal” means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- C. Suspension Procedures.

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less, where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student’s total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student’s parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian’s expense. The purpose of this meeting is to attempt to determine the student’s need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes section 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school

administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. Strongly encourage a parent or guardian of the student to attend school with the student for one day;
  - b. Assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. Petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40 - 121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures.

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40 - 121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40 - 121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student’s own choosing, including legal counsel at the hearing; (2) examine the student’s records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student’s own choosing, including legal counsel, at the student’s sole expense. The school district shall advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and

the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

## **X. ADMISSION OR READMISSION PLAN**

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minnesota Statutes section 120B.232, subdivision 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

## **XI. NOTIFICATION OF POLICY VIOLATIONS**

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

## **XII. STUDENT DISCIPLINE RECORDS**

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state

law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

### **XIII. STUDENTS WITH DISABILITIES**

Students who are currently identified as eligible under IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's education program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

### **XIV. OPEN ENROLLED STUDENTS**

The School District may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes Ch. chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

### **XV. DISTRIBUTION OF POLICY**

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

## XVI. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.26 (School Preassessment Teams)  
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. §§ 121A.40 to 121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. §§ 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. §§ 121A.60 (Definitions)  
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
Minn. Stat. § 122A.42 (General Control of Schools)  
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District)  
Minn. Stat. Ch.125A (Special Education and Special Programs)  
Minn. Stat. § 152.22, Subd. 6 (Definitions)  
Minn. Stat. § 152.23 (Limitations)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)  
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 *et. seq.* (Rehabilitation Act of 1973, § 504)  
34 C.F.R. § 300.53(e)(1) (Manifestation Determination)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
**MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)**  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 503 (Student Attendance)  
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)

MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)  
MSBA/MASA Model Policy 610 (Field Trips)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

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

**BOARD POLICY 508  
Extended School Year For Certain Students With Individualized  
Education Programs (IEPS)**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ **March 2023** \_\_\_

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

**I. PURPOSE**

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

**II. GENERAL STATEMENT OF POLICY**

- A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.
- B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:
1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR
  2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR
  3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.

- C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:
1. Prior observations of the student's regression and recoupment over the summer;
  2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and
  3. Experience with other students with similar instructional needs.
- D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:
1. The student's progress and maintenance of skills during the regular school year.
  2. The student's degree of impairment.
  3. The student's rate of progress.
  4. The student's behavioral or physical problems.
  5. The availability of alternative resources.
  6. The student's ability and need to interact with nondisabled peers.
  7. The areas of the student's curriculum which need continuous attention.
  8. The student's vocational needs.
- E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.
- F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

**Legal References:** Minn. Stat. § 125A.14 (Extended School Year)  
Minn. Rules Part 3525.0755  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
34 C.F.R. Part 300 (~~Assistance to States for the Education of Children with Disabilities IDEA Regulations~~)

**Cross References:** None

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

**BOARD POLICY 509  
Enrollment of Nonresident Students**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ **March 2023** \_\_\_

**I. PURPOSE**

The school district desires to participate in the Enrollment Options Program established by ~~Minn. Stat. § Minnesota Statutes section~~ 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

**II. GENERAL STATEMENT OF POLICY**

A. Eligibility.

Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with ~~Minn. Stat. § Minnesota Statutes section~~ 124D.03.
3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Standards that may be used for rejection of application.

In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;
3. selling or soliciting the sale of a controlled substance while at school or a school function; or
4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

C. Standards that may not be used for rejection of application.

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student's proficiency in the English language;
5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F. of this policy.

D. Application.

The student and parent or guardian must complete and submit School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website ([education.mn.gov](http://education.mn.gov)). Go to "Students and Families," then under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education.

E. Lotteries.

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school

district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;
2. the municipality is located partially or fully within the boundaries of at least five school districts;
3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and
4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

F. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.
2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to ~~Minn. Stat. §~~ **Minnesota Statutes section** 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under ~~Minn. Ch.~~ **Minnesota Statutes chapter** 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or

more class periods on seven school days in a school year and who has not lawfully withdrawn from school under ~~Minn. Stat. § Minnesota Statutes section~~ 120A.22, ~~Subd. subdivision~~ 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under ~~Minn. Stat. § Minnesota Statutes section~~ 120A.22, ~~Subd. subdivision~~ 8.

2. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

- H. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

**Legal References:** Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (~~Compulsory Instruction Residency Determined~~)  
~~Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)~~  
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; ~~Exceptions~~)  
Minn. Stat. § 124D.68 (~~High School~~ Graduation Incentives Program)  
Minn. Ch. 260A (Truancy)  
Minn. Stat. § 260C.007, Subd. 19 (~~Definitions Habitual Truant Defined~~)  
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)  
*Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 517 (Student Recruiting)  
~~MSBA Service Manual, Chapter 5, Various Educational Programs~~

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

**BOARD POLICY 515  
Protection and Privacy of Pupil Records**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ **March 2023** \_\_\_

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

**I. PURPOSE**

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

**II. GENERAL STATEMENT OF POLICY**

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 ~~U.S.C.~~ **§ United States Code section** 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 ~~C.F.R.~~ **Code of Federal Regulations** Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and Minnesota Rules Parts 1205.0100-1205.2000.

**III. DEFINITIONS**

A. Authorized Representative

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student’s attendance at a school or schools in the school district.

D. Directory Information

“Directory information” means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes, but is not limited to: the student’s name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, dates of attendance, grade level, enrollment status (i.e., full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student’s parent(s). Directory information does not include:

1. a student’s social security number
2. a student’s identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student’s identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student’s identity, such as a PIN, password, or other factor known or possessed only by the student;
4. personally identifiable data which references religion, race, color, social position, or nationality; or
5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is

given by the student's parent or guardian.

*[Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. ]Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]*

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.
2. What does not constitute education records. The term, "education records," does not include:
  - a. Records of instructional personnel that are:
    - (1) kept in the sole possession of the maker of the record; and
    - (2) used only as a personal memory aid;
    - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
    - (4) destroyed at the end of the school year.
  - b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
    - (1) maintained separately from education records;
    - (2) maintained solely for law enforcement purposes; and
    - (3) disclosed only to law enforcement officials of the same jurisdiction.

- c. Records relating to an individual, including a student, who is employed by the school district which:
  - (1) are made and maintained in the normal course of business;
  - (2) relate exclusively to the individual in that individual's capacity as an employee; and
  - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education that are:
  - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
  - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
  - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.
- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

#### F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

**FG.** Eligible Student

“Eligible student” means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

**GH.** Juvenile Justice System

“Juvenile justice system” includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

**HI.** Legitimate Educational Interest

“Legitimate educational interest” includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or employee’s contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student’s education; or
3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid.
4. Perform a task directly related to responding to a request for data.

**I J.** Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

**JK.** Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other direct identifiers, such as the student’s date of birth,

place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.;

**KL.** Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

**LM.** Responsible Authority

“Responsible authority” means ~~superintendent of schools~~ Superintendent of Schools, Kevin Grover. ~~/or building principal.~~

**MN.** Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district, and individuals who receive shared time educational services from the school district.

**NO.** School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a ~~police liaison officer,~~ secretary, a clerk, ~~as~~ public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

*[Note: School districts may wish to reference police liaison officers in the definition of a “school official.” Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered “school officials” only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the school district’s legal counsel is recommended.]*

**OP.** Summary Data

“Summary data” means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

**PQ.** Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

**IV. GENERAL CLASSIFICATION**

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

**V. STATEMENT OF RIGHTS**

**A. Rights of Parents and Eligible Students**

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student’s education records;
2. The right to request the amendment of the student’s education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student’s privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of ~~secondary students’~~ names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an “eligible student.” However, the parents of an eligible student who is also a “dependent student” are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 ~~C.F.R. §§~~ Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, record keeping and accuracy of information related to students with a disability.

## VI. **DISCLOSURE OF EDUCATION RECORDS**

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
  - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

- a. identifies and authenticates a particular person as the source of the electronic consent; and
- b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

- a. in plain language;
- b. dated;
- c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or non-cancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minn. Stat. Ch. 256B or Minnesota Care under Minn. Stat. Ch. 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
  - a. performs an institutional service or function for which the school district would otherwise use employees;
  - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
  - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, ~~or~~ school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (See Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 U.S.C. § United State Code section 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use

personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be returned or destroyed. For purposes of this provision, the term, “organizations,” includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § United States Code section 2331 or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. -If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student’s education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of

the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;~~or~~
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student’s full name, home address, telephone number, date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and

telephone numbers;

- b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file.

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to

serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined 25 U.S.C. § United States Code section 5304), who has the right to access a student’s case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student’s education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student’s education records.

### C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

## **VII. RELEASE OF DIRECTORY INFORMATION**

### A. Classification

Directory information is public except as provided herein.

### B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an “education record,” the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual’s attendance as a student (e.g., a student’s activities as an

alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
  - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
  - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

***[Note: Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]***

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district, in writing, that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:

- a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
- b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

## VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the

identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
  - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
  - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
  - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
  - d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
  - e. whether the data concerns medical, dental, or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow

students to self-identify as a military-connected youth. For purposes of this section, a “military-connected youth” means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

## **IX. DISCLOSURE OF CONFIDENTIAL RECORDS**

### **A. Confidential Records**

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student’s parents or to an eligible student.

### **B. Reports Under the Maltreatment of Minors Reporting Act**

Pursuant to Minnesota Statutes Chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

### **C. Investigative Data**

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
  - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
  - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
  - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

#### D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

### **X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING**

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student’s parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq.*

### **XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS**

- A. The School District will release the names, addresses, electronic mail address (which shall be electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
  2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
  3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the building principal in writing by September 30 each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
  2. Home address;
  3. Student's grade level;
  4. School presently attended by student;
  5. Parent's legal relationship to student, if applicable;
  6. Specific category or categories of information which are not to be released to military recruiting officers; and post-secondary educational institutions; and
  7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in

grades 11 and 12 without prior consent.

- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

## **XII. LIMITS ON REDISCLOSURE**

### **A. Redisclosure**

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

### **B. Redisclosure Not Prohibited**

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
  - a. The disclosures meet the requirements of Section VI. of this policy; and
  - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

*[Note: 42 U.S.C. § United States Code section 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]*

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall, inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § Code of Federal Regulations section 99.31 (a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § section 99.31 (a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records, or fails to provide notification required under this section of this policy, the school district institution may not allow that third party access to personally identifiable information from education records for at least five (5) years.

**XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING**

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
  - a. the parties who have requested or received personally identifiable information from the education records of the student;
  - b. the legitimate interests these parties had in requesting or obtaining the information;  
and
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B of this policy, the record of disclosure required under this section shall also include:
  - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
  - b. the legitimate interests under Section VI. Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
  - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4 of this policy in accordance with 34 Code of

Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

; and  
3.

c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § Section XIII.E.1 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Sdoes not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII.Section VII of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism2332b(g)(5)(B) or an act of domestic or international terrorism.

*[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]*

4. The record of requests of disclosures may be inspected by:
  - a. the parent of the student or the eligible student;
  - b. the school official or his or her assistants who are responsible for

the custody of the records; and

- c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

#### **XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested, or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

- a. the cost of materials, including paper, used to provide the copies;
- b. the cost of the labor required to prepare the copies or documents;
- c. any schedule of standard copying charges established by the school district in its normal course of operations;
- d. any special costs necessary to produce such copies from machine

based record-keeping systems, including but not limited to computers and microfilm systems; and

e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

## **XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

### **A. Request to Amend Education Records**

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

### **B. Right to a Hearing**

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be

conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
  - a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
  - b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of ~~the~~ Minnesota Statutes Chapter 14 relating to contested cases.

**XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means [School Social Worker, Laurie Youso](#).
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

**XVII. COMPLAINTS FOR NONCOMPLIANCE**

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue, S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

**XVIII. WAIVER**

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

**XIX. ANNUAL NOTIFICATION OF RIGHTS**

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of ~~20 U.S.C. § 1232g~~ FERPA, and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

**B. Notification to Parents of Students Having a Primary Home Language Other Than English**

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

**C. Notification to Parents or Eligible Students Who are Disabled**

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

**XX. DESTRUCTION AND RETENTION OF RECORDS**

Destruction and retention of records by the school district shall be controlled by state and federal law.

**XXI. COPIES OF POLICY**

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.393 (Attorneys)  
Minn. Stat. [Ch. 14 \(Administrative Procedures Act\)](#)  
[Minn. Stat. § 120A.22 \(Compulsory Instruction\)](#)  
[Minn. Stat. § 121A.40-121A.56 \(The Pupil Fair Dismissal Act\)](#)  
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)  
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)  
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)  
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)  
Minn. Stat. Ch. 256L (MinnesotaCare)  
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
Minn. Stat. § 363A.42 (Public Records; Accessibility)  
[Minn. Stat. § 626.557 \(Reporting of Maltreatment of Vulnerable Adults\)](#)  
Minn. Rules Parts 1205.0100-1205.2000 [\(Data Practices\)](#)  
[10 U.S.C. § 503\(b\) and \(c\) \(Enlistments: Recruiting Campaigns; Compilation of Directory Information\)](#)  
[18 U.S.C. § 2331 \(Definitions\)](#)  
[18 U.S.C. § 2332b \(Acts of Terrorism Transcending National Boundaries\)](#)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
[20 U.S.C. § 6301 et seq. \(Every Student Succeeds Act\)](#)  
[20 U.S.C. § 7908 \(Armed Forces Recruiting Information\)](#)  
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)  
20 U.S.C. § 5304 (Definitions – Tribal Organization)  
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)  
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)  
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)  
34 C.F.R. §§ 99.1-99.67 [\(Family Educational Rights and Privacy\)](#)  
[34 C.F.R. § 300.610-300.627 \(Confidentiality of Information\)](#)  
[42 C.F.R. § 2.1 et seq. \(Confidentiality of Drug Abuse Patient Records\)](#)  
[Gonzaga University v. Doe, 536 U.S. 273, 309 \(2002\)](#) Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

**Cross References:** [MSBA/MASA Model Policy 414 \(Mandated Reporting of Child Neglect or Physical or Sexual Abuse\)](#)  
[MSBA/MASA Model Policy 417 \(Chemical Use and Abuse\)](#)  
  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
MSBA/MASA Model Policy 520 (Student Surveys)  
MSBA/MASA Model Policy 711 (Videotaping on School Buses)  
MSBA/MASA Model Policy 722 (Public Data Requests)  
[MSBA/MASA Model Policy 906 \(Community Notification of Predatory Offenders\)](#)  
MSBA School Law Bulletin “I” (School Records – Privacy – Access to Data)

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

**BOARD POLICY 517  
Student Recruiting**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ **March 2023** \_\_\_

**I. PURPOSE**

The purpose of this policy is to prevent school district employees from exerting undue influence for purposes of securing or retaining the attendance of a student in a school.

**II. GENERAL STATEMENT OF POLICY**

- A. It is the policy of the school district to encourage employees to make available to all interested people information regarding the school district, its schools, programs, policies, and procedures. The purpose of such activity is to assist in the process of fully informed decision making regarding school enrollment and to enhance the visibility and image of the school district.
- B. At the same time, the school district recognizes that the scope of such activity is limited by statutory authority and bylaws of the Minnesota State High School League. Accordingly, it shall be a violation of this policy for employees to exert undue influence for purposes of securing or retaining the attendance of a student in a school or to compete with another school district for the enrollment of students.
- C. Employees are further prohibited from encouraging others to engage in such conduct on behalf of the school district.

**III. DEFINITION**

- A. The terms “undue influence” or “competing for enrollment” shall include initiating any oral or written contact with a student from another school district who participates in a school-sponsored sport or activity which solicits the student’s transfer to participate in a sport or activity.

- B. The terms shall also include the awarding of tuition, allowance for board and/or room, allowance for transportation, priority in assignments of jobs, cash or gifts in any form, or any other privilege or consideration if not similarly available to all students.

#### **IV. PROCEDURES**

- A. The school board shall adopt, by resolution, specific standards for acceptance and rejection of applications for open enrollment. Standards may include the capacity of a program, class, school building, or the statutory limits to nonresident enrollment in a particular grade level, or whether the student is currently expelled for (1) possessing a dangerous weapon, as defined under federal law, at a school or school function; (2) possession or using an illegal drug at school or at a school function; (3) selling or soliciting the sale of a controlled substance while at school or a school function; or committing a first, second or third degree assault as described in state law. Standards for acceptance and rejection of open-enrollment applications are subject to the Graduation Incentives Program and may not include previous academic achievement, athletic or other extracurricular ability, disabling conditions, proficiency in the English language, previous disciplinary proceedings, or the student's district of residence.
- B. Employees who violate the provisions of the policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, school district policies, and the bylaws of the Minnesota High School League, as applicable.

***Legal References:*** Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.68 (Graduation Incentives Program)  
Minn. State High School League Bylaws

***Cross References:*** MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)  
~~MSBA Service Manual, Chapter 10, Minnesota State High School League (MSHSL)~~

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

**BOARD POLICY 525  
Violence Prevention**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ **March 2023** \_\_\_

**I. PURPOSE**

The purpose of this policy is to recognize that violence has increased and to identify measures that the school district will take in an attempt to maintain a learning and working environment that is free from violent and disruptive behavior.

The school board is committed to promoting healthy human relationships and learning environments that are physically and psychologically safe for all members of the school community. It further believes that students are the first priority and they should be protected from physical or emotional harm during school activities and on school grounds, buses, or field trips while under school district supervision.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to strictly enforce its weapons policy (Policy 501).
- B. The policy of the school district is to act promptly in investigating all acts, or formal or informal complaints, of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- C. The administration will periodically review discipline policies and procedures, prepare revisions if necessary, and submit them to the school board for review and adoption.
- D. The school district will implement approved violence prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

### III. IMPLEMENTATION OF POLICY

- A. The school board will review and approve policies to prevent and address violence in our schools. The superintendent or designee will develop procedures to effectively implement the school weapons and violence prevention policies. It shall be incumbent on all students and staff to observe all policies and report violations to the school administration.
- B. The school board and administration will inform staff and students annually of policies and procedures related to violence prevention and weapons.
- C. The school district will act promptly to investigate all acts and formal and informal complaints of violence and take appropriate disciplinary action against any student or staff member who is found to have violated this policy or any related policy.
- D. The consequences set forth in the school weapons policy (Policy 501) will be imposed upon any student or nonstudent who possesses, uses or distributes a weapon when in a school location.
- E. The consequences set forth in the school hazing policy (Policy 526) will be imposed upon any student or staff member who commits an act against a student or staff member; or coerces a student or staff member into committing an act, that creates a substantial risk of harm to a person in order for the student or staff member to be initiated into or affiliated with an organization, or for any other purpose.
- F. Students who engage in assault or violent behavior will be removed from the classroom immediately and for a period of time deemed appropriate by the principal, in consultation with the teacher, pursuant to the student discipline policy (Policy 506).
- G. Students with disabilities may be expelled for behavior unrelated to their disabilities, subject to the procedural safeguards required by the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Pupil Fair Dismissal Act.
- H. Procedures will be developed for the referral of any person in violation of this policy or the weapons policy to the local law enforcement agency in accordance with ~~Minn. Stat.~~ § Minnesota Statutes section 121A.05.
- I. Students who wear objectionable emblems, signs, words, objects, or pictures on clothing communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership or that approves, advances, or provokes any form of religious, racial or sexual harassment or violence against other individuals as defined in the Harassment and Violence policy (Policy 413) will be subject to the procedures set forth in the

Student Dress and Appearance Policy (Policy 504). “Gang” as used in this policy means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities, the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. A “pattern of gang activity” means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

- J. This policy is not intended to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, denote gang affiliation, advocate harassment or violence against others, are likely to disrupt the education process, or cause others to react in a violent or illegal manner. (Policy 504)

#### IV. PREVENTION STRATEGIES

The school district has adopted and will implement the following prevention strategies to promote safe and secure learning environments, to diminish violence in our schools, and to aid in the protection of children whose health or welfare may be jeopardized through acts of violence.

- A. Adopt a district crisis management policy to address potential violent crisis situations in the district.
- B. Provide training in recognition, prevention, and safe responses to violence and development of a positive school climate.
- C. Coordinate a local school security review committee or task force comprised of school officials, law enforcement, parents, students, and other youth service providers to advise on policy implementation.
- ED. In-service training for personnel in aspects of reporting, visibility, and supervision as deterrents to violence.
- DE. In-service training for personnel and school board members by experts familiar with sexual abuse, domestic violence, and personal safety issues on the following: helping students identify violence in the family and the community so that students may learn to resolve conflicts in effective, nonviolent ways; responding to a disclosure of child sexual abuse in a supportive, appropriate manner; and/or complying with mandatory reporting requirements under the Maltreatment of Minors Reporting Act.

- EF. Promote student safety responsibility by encouraging the reporting of suspicious individuals and unusual activities on school grounds.
- G. Establish a curriculum committee that explores ways of teaching students violence prevention strategies, law-related education, and character/values education (universal values, e.g., honesty, personal responsibility, self-discipline, cooperation, and respect for others).
- FH. Establish clear school rules that prevent and deter violence.
- GI. Develop cross-cultural awareness programs to unify students of all cultures and backgrounds, to develop mutual respect and understanding of shared experiences and values among students, and to promote the message of inclusion.
- J. Establish conflict resolution training, conflict management, or peer mediation programs for staff and students to teach conservative approaches to settling disputes.
- HK. Develop curriculum that teaches social skills such as maintaining self-control, building communications skills, forming friendships, resisting peer pressure, being appropriately assertive, forming positive relationships with adults, and resolving conflict in nonviolent ways.
- HL. Develop curriculum that teaches critical viewing and listening skills in analyzing mass media to recognize stereotypes, distinguish fact from fantasy, and identify differences in behavior and values that conflict with their own.
- JM. Develop student safety forums that both inform and elicit students' ideas about particular safety problems in the building.
- KN. Develop a student photo or name identification system for quick identification of the student in case of emergency.
- LO. Develop a staff photo or name identification system using identification badges for quick identification of unauthorized people on campus.
- MP. Require all visitors to check-in the main office upon their arrival and state their business at the school. A visitor badge may be issued for easy identification that the visitor is authorized to be present in the school building.
- NQ. Develop curriculum on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- OR. Develop curriculum on child sexual abuse prevention for students, including age-appropriate instruction on recognizing sexual abuse and assault, boundary violations, and ways offenders groom or desensitize victims, as well as strategies

to promote disclosure, reduce self-blame, and mobilize bystanders. The curriculum may be created in consultation with federal, state, and local agencies and community-based organizations, including the Child Welfare Information Gateway website maintained by the United States Department of Health and Human Services, to identify research-based tools, curricula, and programs to prevent child sexual abuse.

- PS. Provide training to all school personnel on recognizing and preventing sexual abuse and sexual violence which may include training on mandatory reporting requirements provided on the Department of Education's website and reviewing the Code of Ethics for Minnesota Teachers.

## V. STUDENT SUPPORT

- A. Students will have access to school-based student service professionals, when available, including counselors, nurses, social workers, and psychologists who are knowledgeable in methods to assist students with violence prevention and intervention.
- B. Students will be apprised of school board policies designed to protect their personal safety.
- C. Students will be provided with information as to school district and building rules regarding weapons and violence.
- D. Students will be informed of resources for violence prevention and proper reporting.

## VI. PERSONNEL

- A. School district personnel shall comply with the school weapons policy (Policy 501) and the school hazing policy (Policy 526).
- B. School district personnel shall be knowledgeable of violence prevention policies and report any violation to school administration immediately. School district personnel will be informed annually as to school district and building rules regarding weapons and violence prevention.
- C. School district personnel or agents of the school district shall not engage in emotionally abusive acts including malicious shouting, ridicule, and/or threats or other forms of corporal punishment. (Policy 507).

**Legal References:** Minn. Stat. § 13.43, Subd. 16 (~~Personnel Data School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact~~)  
Minn. Stat. § 120B.22 (Violence Prevention Education)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)

**Minn. Stat. § 121A.035 (Crisis Management Policy)**  
Minn. Stat. § 121A.05 (Policy to Refer Firearms Possessor)  
Minn. Stat. § 121A.035 (Crisis Management Policy)  
Minn. Stat. §§ 121A.40 - 121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)  
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
Minn. Stat. § 121A.64 (Notification)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. § 181.967, Subd. 5 (School District Disclosure of Violence or Inappropriate Sexual Contact)  
18 U.S.C. § 921 (Definition of Firearm)  
20 U.S.C. § 1400 et seq. (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 et. seq. (Rehabilitation Act of 1973, § 504)  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 31 (1969)  
*Stephenson v. Davenport Community School District*, 110 F.3d 1303 (8th Cir. 1997)  
*McIntire v. Bethel School I.S.D. No. 3*, 804 F.Supp. 1415, 78 Educ. L. Represent. 828 (W.D. Okla. 1992)  
*Olesen v. Board of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 822, 44 Educ. L.Rep. 205 (N.D. Ill. 1987)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 501 (School Weapons Policy)  
MSBA/MASA Model Policy 504 (Student Dress and Appearance)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 507 (Corporal Punishment)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)

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

**BOARD POLICY 527**

**Student Use and Parking of Motor Vehicles; Parols, Inspections, and Searches**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ **March 2023** \_\_\_

**I. PURPOSE**

The purpose of this policy is to provide guidelines for use and parking of motor vehicles by students in school district locations, to maintain order and discipline in the schools, and to protect the health, safety, and welfare of students and school personnel.

**II. GENERAL STATEMENT OF POLICY**

The policy of this school district is to allow the limited use and parking of motor vehicles by students in school district locations. The position of the school district is that a fair and equitable district-wide student motor vehicle policy will contribute to the quality of the student's educational experience, will maintain order and discipline in the schools, and will protect the health, safety, and welfare of students and school personnel. This policy applies to all students in the school district.

**III. DEFINITIONS**

- A. "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and "look-alikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the school district, and stolen property.
- B. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent, or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- C. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in

determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g. to prevent violence, serious and immediate risk of harm, or destruction of evidence), and the age of the student.

- D. “School district location” means property that is owned, rented, leased, or borrowed by the school district for school purposes, as well as property immediately adjacent to such property that may be used for parking or gaining access to such property. A school district location also shall include off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district.

#### IV. STUDENT USE OF MOTOR VEHICLES IN SCHOOL DISTRICT LOCATIONS

Students generally are not permitted to use motor vehicles during the school day in any school district location. Students may use motor vehicles on the high school campus during the school day only [during the designated lunch period, release for open hour](#), or if there is an emergency and permission has been granted to the student by the [building principal](#). Students are permitted to use motor vehicles in school district locations outside of the school day only on the high school campus.

*[Note: This portion of the policy may need to be modified depending upon the designation of the high school campus as open or closed. For example, the school district may choose to adopt language for an open campus in the second sentence such as “Students may use motor vehicles on the high school campus[es] during the school day only during the student’s designated lunch period or if there is an emergency and permission has been granted to the student by [the building principal](#) to use a motor vehicle during the school day.”]*

#### V. STUDENT PARKING OF MOTOR VEHICLES IN SCHOOL DISTRICT LOCATIONS

- A. Students are permitted to park in a school district location as a matter of privilege, not of right. Students driving a motor vehicle to a high school campus may park the motor vehicle in the parking lot designated for student parking only. Students will not park vehicles in driveways, on private property, [the staff parking lot or in the fifteen minute parking zone across from school](#).
- B. [Student vehicles must display a student parking permit. Permits are available in the high school office.](#)
- C. When there are unauthorized vehicles parked on school district property, school officials may:
  - 1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or

2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off school district property.

## VI. PATROLS, INSPECTIONS AND SEARCHES

School officials may conduct routine patrols of school district locations and routine inspections of the exteriors of the motor vehicles of students. In addition, the interiors of motor vehicles of students in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule.

### A. Patrols and Inspections.

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

### B. Search of Interior of Student Motor Vehicle.

The interiors of motor vehicles of students in school district locations, including glove or trunk compartments, may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to withdrawal of parking privileges and to discipline if the student refuses to open a locked motor vehicle under the student's control or its compartments upon the request of a school official.

### C. Prohibition of Contraband and Interference with Patrols, Inspections, Searches and/or Seizures.

A violation of this policy occurs when students store or carry contraband in motor vehicles in a school district location or interfere with patrols, inspections, searches, and/or seizures as provided by this policy.

### D. Seizure of Contraband.

If a search yields contraband, school officials will seize the item and may turn it over to legal officials for ultimate disposition when appropriate.

### E. Dissemination of Policy.

A copy of this policy will be [provided to each student applying for a parking permit.](#)

## VII. DIRECTIVES AND GUIDELINES

The superintendent is granted authority to develop and present for school board review and approval reasonable directives and guidelines which address specific needs of the school district related to student use and parking of motor vehicles in school district locations, such as a permit system and parking regulations. Approved directives and guidelines shall be attached as an addendum to this policy.

*[Note: Some school districts may choose to allow students to park their cars in school district locations, such as designated student parking lots, by permit only. Such a permit system can be used to assist in the dissemination and enforcement of the motor vehicle policy. For example, school districts instituting a permit system can advise students who apply for a permit that the motor vehicle policy exists and that their motor vehicles are subject to inspection and search by school officials. An acknowledgment form, such as the sample attached to this policy, can then be utilized to document the notice given and the student's receipt of the policy.]*

*[Note: If a school district institutes a permit system and intends to charge students a fee for parking permits, the procedures in ~~Minn. Stat. §~~ **Minnesota Statutes section 123B.38** must be followed before the fees are implemented.]*

## VIII. VIOLATIONS

A student found to have violated this policy and/or the directives and guidelines implementing it shall be subject to withdrawal of parking privileges and/or to discipline in accordance with the school district's Student Discipline Policy, which may include suspension, exclusion, or expulsion. In addition, the student may be referred to legal officials when appropriate.

**Legal References:** U.S. Const., amend. IV  
Minn. Const., art. I, §10  
Minn. Stat. § 123B.02, Subds. 1 and 5 (General Powers of Independent School Districts)  
**Minn. Stat. § 123B.38 (Hearing)**  
*New Jersey v. T.L.O.*, 469 U.S. 325, ~~105 S.Ct. 733, 83 L.Ed.2d 720~~ (1985)

**Cross References:** MSBA/MASA Model Policy 417 (Chemical Use/Abuse)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions and Student's Person)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

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

**BOARD POLICY 528  
Student Parental, Family, and Marital Status Nondiscrimination**

Adopted \_\_\_ By Reference \_\_\_

Revised \_\_\_ **March 2023** \_\_\_

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

**I. PURPOSE**

Students are protected from discrimination on the basis of sex and marital status pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. This includes discrimination on the basis of pregnancy. The purpose of this school district policy is to provide equal educational opportunity for all students and to prohibit discrimination on the grounds of sex, parental, family, or marital status.

**II. GENERAL STATEMENT OF POLICY**

- A. The school district provides equal educational opportunity for all students, and will not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.
- B. The school district will not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such students' pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of the recipient.
- C. The school district may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all students for other physical or emotional conditions requiring the attention of a physician.
- D. The school district will ensure that any separate and voluntary instructional program is comparable to that offered to non-pregnant students.

- E. It is the responsibility of every school district employee to comply with this policy.
- F. The school board has designated [the Superintendent](#) as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- G. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.
- H. Any reports of unlawful discrimination under this policy will be handled, investigated and acted upon in the manner specified in Policy 522. ~~—Student Sex Nondiscrimination.~~

**Legal References:** ~~Minn. Stat. § 363.01 et seq. (Minnesota Human Rights Act)~~  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 522 (~~Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process Student Sex Nondiscrimination~~)

IEA, INC.

# PROPOSAL



## Contact Us:

**BROOKLYN PARK OFFICE**  
9201 W. BROADWAY, #600  
BROOKLYN PARK, MN 55445  
763-315-7900

**MANKATO OFFICE**  
610 N. RIVERFRONT DRIVE  
MANKATO, MN 56001  
507-345-8818

**ROCHESTER OFFICE**  
210 WOOD LAKE DRIVE SE  
ROCHESTER, MN 55904  
507-281-6664

**BRAINERD OFFICE**  
601 NW 5TH ST. SUITE #4  
BRAINERD, MN 56401  
218-454-0703

**MARSHALL OFFICE**  
1420 EAST COLLEGE DRIVE  
MARSHALL, MN 56258  
507-476-3599

**VIRGINIA OFFICE**  
5525 EMERALD AVENUE  
MOUNTAIN IRON, MN 55768  
218-410-9521

[www.ieasafety.com](http://www.ieasafety.com)

800-233-9513

## Districtwide Lead-in-Water Testing for International Falls Public Schools

FEBRUARY 3, 2023

PROPOSAL #11046

# Lead-in-Water Testing

## PROPOSAL PROVIDED TO:

Tom Holt  
Maintenance/Transportation Director  
International Falls Public Schools  
1515 Eleventh Street  
International Falls, MN 56649  
Phone: (218) 283-2571 x1185  
E-mail: [tholt@isd361.org](mailto:tholt@isd361.org)

## PROPOSAL CONTACT:

Taylor Dickinson, CSP  
Virginia & Brainerd Regional Manager  
IEA, Inc.  
5525 Emerald Avenue  
Mountain Iron, MN 55768  
Phone: (218) 410-9521  
E-mail: [Taylor.Dickinson@ieasafety.com](mailto:Taylor.Dickinson@ieasafety.com)

## PROJECT INTRODUCTION

IEA, Inc. is pleased to provide this proposal to conduct water testing for lead content in accordance with the Minnesota Department of Health (MDH) and Minnesota Department of Education (MDE)'s *Reducing Lead in Drinking Water: A Technical Guidance and Model Plan for Minnesota's Public Schools*, and the Lead Contamination Control Act (LCCA) of 1988, developed by the Environmental Protection Agency (EPA). Minnesota Statute 121A.335 requires that potable water fixtures in public school buildings serving students in prekindergarten and kindergarten through grade 12 be tested for lead in water at least once every five years.

## SCOPE OF WORK

### *Water Source Identification and Sample Collection*

IEA will identify water sources, including kitchen sinks, drinking fountains and coolers, steam kettles, and break room sinks, in the following buildings:

- Falls High School
- Falls Elementary School
- Bus Garage
- Bronco Arena

IEA will collect up to 120 water samples according to the fixtures identified. Water testing will be conducted before the fixtures are used on the day of sampling, also known as a "first-draw sample." Information collected at the time of sampling will include building and type of fixture.

### *Sample Analysis and Final Report*

IEA will send the collected samples to an accredited laboratory for analysis using the EPA Method 200.9. Once IEA has received results of the analysis, a final report will be developed, including the following information:

- Methodology
- Summary of testing results
- Recommendations for further actions, if necessary
- Laboratory analysis documents

# Lead-in-Water Testing

## LIMITATIONS & ASSUMPTIONS

Per the district's request, IEA will also sample all fixtures, including those that would be considered non-potable sources to alleviate the district's responsibility to label those taps as "not for drinking."

Fixtures scheduled for sampling shall not be used for 6-18 hours prior to sampling.

## COMPENSATION

IEA's fee associated with this project as outlined above is **\$4,800**. This fee includes sample collection, laboratory fees, travel expenses, and final report.

The fee includes collection and analysis of 1205 samples. Additional samples will be billed at \$23/per sample.

This fee is eligible for funding from the state under UFARS 349 – Hazardous Substances.

## SCHEDULE

IEA's services will commence immediately upon receipt of the signed proposal. IEA will schedule this project through, Tom Holt.

We expect to have a final report submitted to the District within 15 days of receipt of laboratory testing results.

This proposal is valid for sixty (60) days.

## PROPOSAL TERMS

Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal, for more detail.

## AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Lead-in-Water Testing services. Please sign this authorization to proceed and e-mail to [Taylor.Dickinson@ieasafety.com](mailto:Taylor.Dickinson@ieasafety.com). Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.

*Taylor Dickinson*

Taylor Dickinson, CSP  
Virginia & Brainerd Regional Manager

\*\*\*

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal #11046 dated February 3, 2023.

*Kevin Craver*

Printed Name

*Kevin Tom*

Authorized Signature

*2-22-2023*

Date

UFARS Code or PO Number

*\* Pending board approval in March.*

# **Appendix A**

## *General Conditions*

# General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

## 1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

### A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

### B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

## C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

## Z. Payment for Services

### A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

### B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

### C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

## 3. Indemnity & Insurance

### A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

### B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

# General Conditions (cont'd)

## C. Insurance

(1) Consultant carries coverage and limits of liability insurance as follows:

- (a) Workers Compensation with statutory limits.
- (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
- (c) Comprehensive General Liability with the following coverage:
  - I. Limit \$1,000,000.00 per occurrence
  - II. \$2,000,000.00 general aggregate
  - III. \$2,000,000.00 products completed/ operations aggregate
  - IV. \$1,000,000.00 personal and advertising injury
  - V. \$300,000.00 fire Damage (any one fire)
  - VI. \$25,000.00 medical expenses (any one person)
- (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
- (e) Professional Liability (claims made) with the following coverage:

\$1,000,000.00 per occurrence
- (f) Contractor Pollution Liability (claims made):

\$1,000,000.00 each occurrence
- (g) Umbrella Liability.

\$5,000,000.00 each occurrence

(2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

(3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

## 4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

## 5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

## 6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

## 7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

## 8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

## 9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

## 10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.

Angel Boe

3217 co. rd. 90 south

International Falls, MN

3/14/2023

Kevin Grover

Superintendent

ISD 361

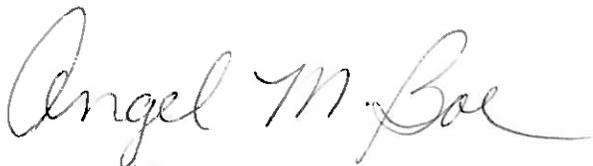
1515 11<sup>th</sup> street

International Falls, MN

Dear Kevin Grover:

After much consideration, I have decided to retire at the end of March 2023 for personal reasons. My last day will be March 31, 2023. I have enjoyed my years of work here at ISD 361 and thank you for the memories.

Sincerely,

A handwritten signature in black ink that reads "Angel M. Boe". The signature is written in a cursive style with a long, sweeping tail on the letter "e".

Angel Boe

Stacy Grover <[sgrover@isd361.org](mailto:sgrover@isd361.org)>

---

**Bids**

1 message

---

**Tom Holt** <[tholt@isd361.org](mailto:tholt@isd361.org)>

Tue, Mar 7, 2023 at 1:30 PM

To: "[kgrover@isd361.org](mailto:kgrover@isd361.org)" <[kgrover@isd361.org](mailto:kgrover@isd361.org)>, "[sgrover@isd361.org](mailto:sgrover@isd361.org)" <[sgrover@isd361.org](mailto:sgrover@isd361.org)>

Hello

We had 3 bids for the gym roofing project.

Range Cornice &amp; Roofing, co. \$159,8383.00 (We have used this company in the past).

Commercial Roofing, INC. \$154,910.00

Nelson Roofing, INC. \$115,483.00

On the Arena Exterior door project we had 2 bids.

Up North Builders \$43,765.00

Pelland - Swenson &amp; Assoc. \$36,000.00

It is my recommendation we go with Nelson Roofing for the gym roof project and Pelland - Swenson &amp; Assoc. for the arena exterior door project.

The FES exterior cafeteria door project bids will be opened Friday at noon.

Thank you

--

Tom Holt

ISD 361 Maintenance/Transportation Director

[tholt@isd361.org](mailto:tholt@isd361.org)

International Falls High School

Work 218-283-2571 ext 1185

Cell 218-417-0369

I follow three rules: Do the right thing, do the best you can, and always show people you care.

Lou Holtz

*This email message is intended only for the use of the individual, individuals, or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or an employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please delete it immediately. Thank you.*

Stacy Grover <[sgrover@isd361.org](mailto:sgrover@isd361.org)>

---

**Bids**

1 message

---

**Tom Holt** <[tholt@isd361.org](mailto:tholt@isd361.org)>

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Tom Holt

ISD 361 Maintenance/Transportation Director

[tholt@isd361.org](mailto:tholt@isd361.org)

International Falls High School

Work 218-283-2571 ext 1185

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I follow three rules: Do the right thing, do the best you can, and always show people you care.

Lou Holtz

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## 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 Boys Hockey Boosters	Charter Bus	\$4,012.48
Bronco Girls Hockey Boosters	Charter Bus	\$765.67
Wells Fargo	Falls Elementary Grant	\$300

### **Prom Donations**

Friend's Garbage	\$150
VFW Post 2948	\$2,500
Greentech Manufacturing	\$500
State Farm, Charles Casanova	\$50
Rainy Lake Medical Center	\$150
Border Bank	\$150
Rainy Lake Oil	\$100
Shannon's	\$50
Trustar Federal Credit Union	\$200

### **Prom Gift Donations**

Auto Value	1-Booster Cables
Orton Oil	5-Car wash gift certificates
City Drug	1-Popcorn popper & popcorn gift basket
Rainy River Veterinary Hospital, Inc.	2-Gift bags (blanket, mug, lantern, hat)
Subway (Tori Frank)	4-Six Inch Sandwich Gift Certificates

**RESOLUTION FOR ACCEPTANCE OF GIFTS AND DONATIONS**

**(Prom Gift Donations continued)**

Ronnings	1-\$25 Gift Card
Border Boost	2-\$20 Gift Cards
Pizza Barn (Forestland Sales & Service)	2-Large Pizza Gift Certificates
KGHS-KSDM	4-Moose Mountain/Nickelodeon Passes
AmericInn by Wyndam	5-Free Swim Passes
Farmers Insurance	1-"Beach Fun" gift baskets
Hardees	5-Sandwich gift cards
	5-Cookie gift cards
Thunderbird Lodge	Cream sweatshirt & Green long sleeve
	2-\$25 Gift Certificate
	Black Sweatshirt & Joggers

Voting against:

**Whereupon**, the resolution was declared adopted.

# 2023/24 School Calendar C

August 2023						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
Su	Mo	Tu	We	Th	Fr	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	Mo	Tu	We	Th	Fr	Sa
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11	12	13	14	15	16	17
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25	26	27	28	29		

March 2024						
Su	Mo	Tu	We	Th	Fr	Sa
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Month	T	S	Month	T	S
Aug	3	0	Feb	19	19
Sep	19	19	Mar	20	18
Oct	20	19	Apr	19	19
Nov	19	19	May	22	22
Dec	16	16	June	3	2
Jan	21	20	Tot	181	173

Aug 29-31	Teacher work Days	Nov 6	No School	Jan 15	Teacher Work Day	Ap 1	Spring Break
Sep 4	Labor Day	Nov 23-24	No School Thanksgiving	Feb 19	No School - Pres. Day	Ap 18-19	No School - Break
Sep 5	First Day of School	Dec 25-29	No School - Winter Break	Feb 20	No School	May 27	Memorial Day
Oct 9	Teacher Work Day	Jan 1	No School - New Years Day	Mar 14-15	Exchange Days	June 4	Last Day of classes (k-11)
Oct 19-20	MEA Break	Jan 2	No School	Mar 29	Good Friday	June 5	Last Day for Teachers

# 2023/24 School Calendar A

August 2023						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

mth	T	s			Jan	22	21
Aug	3	0			Feb	19	19
Sep	19	19			Mar	20	18
Oct	20	19			Ap	21	21
Nov	19	19			May	22	21
Dec	16	16			Tot	181	173

Aug 29-31	Teacher work Days	Nov 6	No School	Feb 19	No School - Presidents Day	May 27	Memorial Day
Sep 4	Labor Day	Nov 23-24	No School Thanksgiving	Feb 20	No School - Presidents Day	May 30	Last Day of classes (k-11)
Sep 5	First Day of School	Dec 25-29	No School - Winter Break	Mar 14-15	Exchange Days	May 31	Last Day for Teachers
Oct 2	Teacher Work Day	Jan 1	No School - New Years Day	Mar 29	Good Friday		
Oct 19-20	MEA Break	Jan 15	Teacher Work Day	April 1	Spring Break		

# 2023/24 School Calendar B

August 2023						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

mth	T	s			Jan	22	21
Aug	3	0			Feb	20	20
Sep	19	19			Mar	20	18
Oct	20	19			Ap	19	19
Nov	20	20			May	22	21
Dec	16	16			Tot	181	173

Aug 29-31	Teacher work Days	Nov 23-24	No School Thanksgiving	Mar 14-15	Exchange Days	May 30	Last Day of classes (k-11)
Sep 4	Labor Day	Dec 25-29	No School - Winter Break	Mar 29	Good Friday	May 31	Last Day for Teachers
Sep 5	First Day of School	Jan 1	No School - New Years Day	Ap 1	Spring Break		
Oct 2	Teacher Work Day	Jan 15	Teacher Work Day	Ap 18-19	No School - Break		
Oct 19-20	MEA Break	Feb 19	No School - Presidents Day	May 27	Memorial Day		

## TERMINATION AGREEMENT

This Termination Agreement dated this 20 day March, 2023

### BETWEEN:

City of International Falls, Minnesota

AND

Independent School District No. 361, Minnesota

### BACKGROUND:

- A. The Parties are presently bound by the following contract (the Joint Powers Agreement) dated July 1, 2022, through June 30, 2023: Joint Powers Agreement establishing a joint recreation commission and defining its powers.
- B. The Parties wish to terminate the Joint Powers Agreement and resolve any rights and obligations arising out of the Joint Powers Agreement.

**IN CONSIDERATION OF** and as a condition of the Parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

#### Termination

1. By this Agreement, the Parties mutually terminate the Joint Powers Agreement effective on the 30<sup>th</sup> day of June, 2023.

#### Outstanding Obligations

2. The Parties acknowledge by this Agreement that the consideration provided and received by each other is fair, just, and reasonable and that no further consideration, compensation, or obligation will be due, payable or owing with regard to the Joint Powers Agreement as of the date of execution of this Agreement.

#### Release

3. By this Agreement, the Parties release each other from any and all claims, causes of action, demands and liabilities whatever nature which either Party had in the past, has now or may have in the future arising from or related to the Joint Powers Agreement.

#### Governing Law

4. The Parties agree that this Agreement will be enforced or construed according to the laws of the State of Minnesota.

**Miscellaneous Provisions**

- 5. Time is of the essence in this Agreement.
- 6. This Agreement may be signed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 7. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
- 8. If any term or covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 9. This Agreement contains the entire agreement of the Parties.
- 10. This Agreement and the terms and conditions of this Agreement apply to and are binding upon the Parties and their respective successors, assigns, executors, administrator, beneficiaries, and representatives.

**IN WITNESS WHEREOF:**

Passed by the City of International Falls on (date): \_\_\_\_\_

Signed by: \_\_\_\_\_

Mayor, International Falls

Signed by: \_\_\_\_\_

City Administrator

Passed by the School Board of International Falls Public Schools, ISD 361 on (date): \_\_\_\_\_

Signed by: \_\_\_\_\_

School Board Chairperson

Signed by: \_\_\_\_\_

Superintendent