



2.e. MSBA Legislative Representative (1):

2.f. MSHSL Representative (1):

2.g. Continuing Education Representative (1):

2.h. Community Education Advisory Representatives  
(2):

2.i. Meet and Confer: Board as a whole

2.j. Grievance Committee Representatives (2):

2.k. Finance Committee Representatives: Board as a  
Whole

2.l. Facility Committee Representatives (3):

2.m. Alternative Board Clerk (in absence of  
Clerk):

**Open Forum**

1. Elk's Student's of the Month: Lola Valenzuela  
and Adyson Wallander

2. Public Open Forum

2.a. Kim Belcastro - Presentation on Althing AIR's  
program

3. School Board Certificates

**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. Upcoming budget sessions: Special Board  
meeting on February 26th at 5:15 pm; Regular  
Board meeting on March 18th; and Special Board  
meeting on March 25th at 5:15 pm.

5. Beth Slatinski, Community Education Director

**Consent Agenda**

**Approve the Consent Agenda as presented. Motion  
by \_\_, second by \_\_. Motion carried / failed.**

1. Approve payroll in the amount of \$638,782.35  
for pay periods January 12th, January 26th and  
February 9th.

2. Approve current accounts payable due in the  
amount of \$928,965.95.

3. Approve past meeting minutes for the special  
school board meeting February 5, 2024 and regular  
school board meeting on January 16, 2024.

4. Approve an early retirement incentive request  
from Jill Katrin, Elementary Teacher, with a

preliminary severance date of October 21, 2024.

5. Approve the hire of Sandra Johnson as FES Cafe Helper effective February 9, 2024.
6. Approve the hire of Tom Fuller as Arena Custodian effective February 1, 2024.
7. Approve the hire of Mark Thorpe as Chief Boilerman Custodian effective January 18, 2024.
8. Approve Arena facility rental agreement for summer hockey with Chad Baldwin.
9. Approve Arena facility rental agreement for summer hockey with Erin Hall.
10. Approve Arena facility rental agreement for summer figure skating with International Falls Figure Skating Club.
11. Approve the hire of Karine Sarkisyan as a Paraprofessional effective Januar 16, 2024,
12. First reading of School Board Policy 406 - Public and Private Personnel Data
13. First reading of School Board Policy 410 - Family and Medical Leave Policy
14. First reading of School Board Policy 413 - Harassment and Violence
15. First reading of School Board Policy 416 - Drug, Alcohol, and Cannabis Testing
16. First reading of School Board Policy 507 - Corporal Punishment and Prone Restraint
17. First reading of School Board Policy 515 - Protection and Privacy of Pupil Records
18. First reading of School Board Policy Form 606.5 - Library Materials (New Form)
19. First reading of School Board Policy 620 - Credit for Learning
20. First reading of School Board Policy 506 - Student Discipline
21. Approve the hire of TJ Coulombe as Junior High Baseball Coach for the 2023-2024 season.
22. Approve the hire of Mike Schneider as Junior High Baseball Coach for the 2023-2024 season.
23. Acknowledge Johnny Sloan as a volunteer Junior High Baseball Coach for the 2023-2024 season.
24. Approve the hire of Bryan Kershaw as Junior High Softball Coach for the 2023-2024 season, contingent upon having enough student participants.
25. Approve the hire of Nick Kaviuk as Junior High Golf Coach for the 2023-2024 season.
26. Approve the hire of Adam Mathews as Junior High Golf Coach for the 2023-2024 season.
27. Approve the hire of Tom Vollom as Junior High Golf Coach for the 2023-2024 season.
28. Approve the hire of Paul Joslyn as Baseball Coach for the 2023-2024 season.
29. Acknowledge Christian Kittelson as a volunteer Baseball Coach for the 2023-2024 season.
30. Acknowledge Darren Kittleson as a volunteer Baseball Coach for the 2023-2024 season.

31. Acknowledge Marissa Kerry as a volunteer Softball Coach for the 2023-2024 season.

**Action Items**

1. 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 hire of Dale Johnson as Junior High Boys Track Coach for the 2023-2024 season. Motion by \_\_, then second by \_\_. Motion carried / failed. \*Dale F. Johnson to abstain from voting.
2. Maintain our facilities to be welcoming, safe and efficient for use by students and the community.
- 2.a. Approve staying with Northland Learning Center Special Education Coop, and give the Superintendent the authority to continue the discussion and selection of the best building option with the NLC Coop. Board to allow under new legislation to levy up to \$65 per pupil unit for coop facility projects. Motion by \_\_, then second by \_\_. Motion carried / failed.
- 2.b. Approve moving forward with a facility bond referendum on August 13, 2024 and direct the Superintendent to work with Nexus to submit needed paperwork to meet statutory requirements. Motion by \_\_, then second by \_\_. Motion carried / failed.

**Budget Discussions:**

1. Receive 2023-2024, 2024-2025 and 2025-2026 preliminary student enrollment projections.
2. Receive preliminary drafts of final 2023-2024 revenue and expense budget and fund balance projections.
3. Receive preliminary draft of 2024-2025 revenue budget.

**Closed Session**

1. Closed meeting for labor negotiations and planning pertaining to mediation with L4798 as allowed under MS 13D.03. Motion by \_\_, second by \_\_. Motion carried / failed.

**Adjournment**

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

2023		School Board Member Assignment(s)		
Committee	#	1)	2)	3)
Administrative Salary Committee	3	JoAnn Smith	Dale Johnson	Toni Korpi
Local 510 Negotiations Committee	3	Roxanne Skogstad-Ditsch	Toni Korpi	Dale Johnson
L331 Negotiations Committee	3	Tina Sather	Bruce Raboin	Jessica Crosby
Local 4798 Negotiations Committee	3	Toni Korpi	Jessica Crosby	JoAnn Smith
Recreation Commission	3	Toni Korpi	Bruce Raboin	JoAnn Smith
MSBA Legislative Representative	1	Dale Johnson	----	----
MSHSL Representative	1	Bruce Raboin	----	----
Continuing Education Representative	1	Roxanne Skogstad-Ditsch	----	----
Community Education Representatives	2	Toni Korpi	JoAnn Smith	Alt: Jessica Crosby
Meet and Confer Committee	--	----- All Board Members -----		
School Board Grievance Representatives	2	Tina Sather	Toni Korpi	----
Finance Committee	--	----- All Board Members -----		
Facility Working Group Representatives	3	Bruce Raboin	Roxanne Skogstad-Ditsch	Tina Sather
Alternate Clerk	1	Tina Sather	----	----

Chair  
Vice-Chair  
Clerk  
Treasurer

Roxanne Skogstad-Ditsch  
JoAnn Smith  
Toni Korpi  
Bruce Raboin

2024		School Board Member Assignment(s)		
Committee	#	1)	2)	3)
Administrative Salary Committee	3			
Local 510 Negotiations Committee	3			
L331 Negotiations Committee	3			
Local 4798 Negotiations Committee	3			
MSBA Legislative Representative	1		----	----
MSHSL Representative	1		----	----
Continuing Education Representative	1		----	----
Community Education Representatives	2			
Meet and Confer Committee	--	----- All Board Members -----		
School Board Grievance Representatives	2			----
Finance Committee	--	----- All Board Members -----		
Facility Working Group Representatives	3			
Alternate Clerk	1		----	----

Chair  
Vice-Chair  
Clerk  
Treasurer

# Althing District AIRs™

## Assess - Intervene - Refer & Services



### Proactive Services for A Healthy & Safe District

AIRs is the most vetted and qualified adolescent health and safety solution for districts. AIRs is proactive in identifying, addressing and (where necessary) providing immediate interventions and referrals for mental health, addiction, risky behavior, safety, stress and food insecurity. AIRs is HIPAA protected, empowering students to privately and safely share their health concerns with their medical professional. All students gain a direct encounter with a qualified Provider. All students given a referral will have available care with a licensed service locally.



#### ASSESS

*Entire classrooms,  
50 min session, all students age  
12 and up*

During a normally scheduled class, students enter a designated space where they're provided a personalized, private medical encounter, on the FDA qualified engagement platform, Phrazer/Kitsune.

#### INTERVENE

*Immediately for all in need with medical  
professionals empowered  
by Phrazer/Kitsune*

Each student is guided by and engaged with a qualified health Provider. All students will accurately share their status related to health, substance use, mental health, safety, and well-being. Students in need will begin an intervention immediately.

#### REFER

*Provides meaningful referrals  
and ongoing care service with  
guaranteed capacity*

Individuals who indicate acute need will experience a face-to-face intervention with a Provider and, where medically appropriate, will receive a qualified referral for treatment.



#### SERVICES

*Guaranteed capacity for ongoing treatment  
and services - no student left behind*

Althing clinical services are retained at districts for ongoing, convenient access to qualified care via Phrazer/Kitsune or the Althing MedBay™.



### AIRs For Staff

The services also provide your staff the opportunity for a free, proactive, convenient health encounter that takes less than 20 minutes, on average, with Adult AIRs. We help make access to care private, convenient and easy. Our model includes intuitive demographically matched services and navigation to connect your staff with the right level of care for their unique needs.

# Althing District AIRs™

## Assess - Intervene - Refer & Services



### Qualified

Private, direct health encounters and services

## The Benefits to You, Your District and Your Community

Identifying and addressing health concerns early in their progression leads to better health, safety and security. The immeasurable value includes:

- Engaging the only solution addressing entire district health and safety
- Proactive help to the many suffering in silence
- Connecting a qualified Provider encounter for every student and staff
- De-stigmatizing behavioral health and learning pathways to help
- Referral, to immediate, local help for those in need
- Placing the ongoing support of Althing Clinic services



### Scalable

Entire student body completes the AIRs typically in 1 week



## Value Applied with Ease

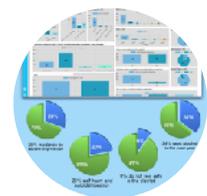
Althing guides the process from communication with the board and district to application with staff and students. An experienced local team, specializing in District AIRs services is at your service to ensure a smooth, effective health event.

- Step 1:** Deliver Parental Notification
- Step 2:** Confirm connectivity & logistics
- Step 3:** Provide schedule & student list
- Step 4:** Ensure staff support at event
- Step 5:** Support student health follow-up



### Efficient

Proven in market with effective health and safety results



### Valuable Data

Aggregate, detailed data and insights gained in real-time



# District AIRs FAQ



## ○ **How are districts empowered to provide AIRs services?**

We are fortunate in Minnesota to have statutes that empower districts to provide for the health and safety of students. MN Statutes 121A.21 and 121A.065, specifically enable these vital services.

## ○ **Are parents and students notified of the event beforehand?**

Yes. Guardians are provided notification of the service well in advance. Students and staff are also notified by the district.

## ○ **Is consent needed for an AIRs service?**

Students 12 and older are authorized to consent for AIRs. An AIRs service starts with a fully informed consent and opportunity for the student to proceed or decline. Guardians may also "opt-out" their student if desired, following the district notification. For this important health service, typically fewer than 3% opt out. **MN Stat. 144.342 - 144.343**

## ○ **How many students are provided services?**

Typically an AIRs event engages all students between the ages of 12 and 18, within a 4 to 6 day period.

## ○ **How long does the initial health service take?**

AIRs fits conveniently into a class period of about 50 minutes. In that time the students arrive, are matched with their health engagement Phrazer, instructed and underway. Within an average of 10 minutes the Assess portion is complete. While students who need additional time to complete their AIRs engagements continue, other students move onto an informal Althing Community Engagement.

## ○ **Are there qualified providers involved?**

Absolutely. Althing providers are qualified, medical professionals with experience in engaging adolescents. Via special interfaces onsite, and offsite, medical providers (psychiatrists, PAs, physicians, licensed clinical social workers, and other highly specialized staff) oversee and interact with the students through the Phrazer platform, in realtime. This supports privacy and efficiency. Following the Assessment, some students may discretely see a provider face-to-face for a brief intervention and potential referral.

## ○ **What sort of questions are asked and information gathered?**

AIRs employs the most vetted and federally accepted adolescent health engagements with the modern CITE method. The AIRs encounter identifies and provides interventions and referrals for mental health, addiction, risky behavior, safety, stress and food insecurity among other things. The common names for the non-CITE version are: PHQ2 & PHQ9 depression screener, GAD7 anxiety measure, CRAFFT assessment and Safety assessment. Specific assessments result in a calculated score. Scoring indicates either no need for further assessment or additional assessment (may include a direct provider interaction) to confirm health status.

## ○ **Does the district see individual student data?**

AIRs is a HIPAA service and the results of individual student's outcomes are not shared to the district record. There are no student district records generated from this vital health service. Student information is not shared and can only be accessed with a valid HIPAA request. Students reporting substance or risky behaviors will not be punished or removed from sports (again, the district will not know of individual results).



○ **Is there any record that will be available as a result?**

No publicly available Private Health Information record is generated. The full protection of HIPAA is established. This is critical to ensuring students and their guardians can be open, safe and protected while receiving this vital health benefit.

○ **Are there any meaningful data for the district?**

Yes, de-identified aggregate data is generated and provided to the district and can be made available for the community. AIRs data aids in providing insights that support planning, curriculum, funding and staffing. This data not only helps the district but also regional health services and county planning. The outcome data is invaluable to communities and their health.

○ **What if a student exaggerates their experience or otherwise is untruthful?**

AIRs follows strict federal and state guidelines that gives the qualified providers indication of when an intervention is required. When indicated, a qualified provider gives a direct, personal one-on-one intervention to determine the voracity of the self reported health status and needs. Every report is provided multi-level verification. Students have proven open and honest to date; there is no evidence of this concern existing in practice.

○ **What if a guardian wants to see the results of the health assessment?**

There are federally established HIPAA guidelines and processes that Althing follows. A proper HIPAA request can be made, and if eligible, the record will be provided. HIPAA requests are easy to do and are made through the Althing Clinic by website or phone requests.

○ **Can referral need overwhelm services?**

It is not unusual to identify significant levels suicidal ideation and self harm, extensive moderate to severe depression and high levels substance abuse in the student population. This results in a significant need for connections with qualified health services. While there are local and county services available to engage students and staff on referrals, this can be overwhelming.

Althing and its partners fill the gap, where needed, to ensure all identified need finds a qualified service... locally. Further, Althing embeds follow-up and ongoing services, and in-person staff encounters, at the district. We are here to help and support in concert with the district and local services.

○ **What other like options or services are there?**

AIRs is the only full district health service inclusive of a qualified provider for every student and participating staff member. Historic, alternative services are expensive, fragmented and response based, leaving too many to suffer in silence. Althing wants you to know this service is within statute rights of districts, helps achieve health mandates and that it is a moral imperative to proactively bring these health services to all students and staff.

○ **How much does the service cost?**

The services provided are an ACA health benefit that Althing makes available. There is no cost to the district, no cost to the students or their guardians. The entire service is funded in partnership with insurance payors, state and federal funding, and sponsors. Where needed, Althing provides this service at no cost (thanks to caring sponsors).

○ **Describe the process**

Starting with a simple parental notification, supported by AIRs, the service underway. A secure FERPA to HIPAA record process is performed by Althing. The district arranges a student schedule and sets the dates for the service. Student support staff (counselors, school psychiatrists), optionally participating, are scheduled. On the morning of the health service Althing representatives setup for student arrival. From first period to shortly after noon, assessments are performed. Ongoing interventions and referrals are provided until the end of the school day. Repeat. Ongoing performance reports and aggregate data details are provided for all services in realtime. A followup report and meeting on outcomes and how to apply these for budgeting, grants and curriculum is completed. Individuals entering into health services are tracked and supported by Althing. Any ongoing guardian and student requests are addressed via Althing.

Payables Summary  
February 20, 2024

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
201129730	AFT Local #331	1/12/2024	20240112ADDUE1A	Payroll accrual	0	\$ 3,142.42
	AFT Local #331	1/12/2024	20240112ADDUE1A	Payroll accrual	0	\$ 141.55
201129731	ND Child Support Division	1/12/2024	20240112ADCSP10	Child Support	0	\$ 276.93
201129732	Para Local #4798	1/12/2024	20240112ADDUE2A	Payroll accrual	0	\$ 617.27
	Para Local #4798	1/12/2024	20240112ADDUE2A	Payroll accrual	0	\$ 63.03
201129733	Anderson, Randy	1/19/2024	G BB 01	G Basketball Official V&JV vs Nashwauk Keewatin 01-04-2024 Northwoods 01-05-2024	0	\$ 70.00
	Anderson, Randy	1/19/2024	G BB 01	G Basketball Official V&JV vs Nashwauk Keewatin 01-04-2024 Northwoods 01-05-2024	0	\$ 158.00
201129734	Clement, David Brian	1/19/2024	G BB 01-04-24	G Basketball Official vs Nashwauk Keewatin 01-04-2024	0	\$ 93.00
	Clement, David Brian	1/19/2024	B BB 01-09-24	B Basketball Official vs Northland V and JV 01-09-2024	0	\$ 158.00
201129735	Donais, Aaron	1/19/2024	G BB 01-08-24	G Basketball Official vs MIB V and JV 01-08-2024	0	\$ 158.00
	Donais, Aaron	1/19/2024	G BB 01-08-24	G Basketball Official vs MIB V and JV 01-08-2024	0	\$ 139.36
201129736	ESTEY, STEVE	1/19/2024	B Hockey 01-09-24	B Hockey Official vs Rock Ridge 01-09-2024	0	\$ 110.00
	ESTEY, STEVE	1/19/2024	B Hockey 01-09-24	B Hockey Official vs Rock Ridge 01-09-2024	0	\$ 135.34
201129737	Fish, Dave	1/19/2024	G BB 01-04-24	G Basketball Official V&JV vs Nashwauk Keewatin 01-04-2024	0	\$ 163.00
201129738	Fisher, Jayme	1/19/2024	G Hockey 01-04-2024	G Hockey Official V vs Duluth Northern Star 01-04-2024	0	\$ 110.00
201129739	GLUMACK, BABE	1/19/2024	G BB 01-04-2024	G Basketball Official V vs Nashwauk Keewatin 01-04-2024	0	\$ 93.00
	GLUMACK, BABE	1/19/2024	G BB 01-04-2024	G Basketball Official V vs Nashwauk Keewatin 01-04-2024	0	\$ 123.14
	GLUMACK, BABE	1/19/2024	B BB 01-09-24	B Basketball Official vs	0	\$ 158.00

Payables Summary  
February 20, 2024

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	GLUMACK, BABE	1/19/2024	B BB 01-09-24	Northland V and JV 01-09-2024 B Basketball Official vs Northland V and JV 01-09-2024	0	\$ 125.96
201129740	Gouin, Vincent	1/19/2024	01/03/24 Adult H	Wed Adult B Hockey 2 games 1/3/2024	0	\$ 80.00
	Gouin, Vincent	1/19/2024	G Hockey 01-04-2024	G Hockey Official vs Duluth Northern Star 01-04-2024	0	\$ 85.00
	Gouin, Vincent	1/19/2024	G Hockey 01-04-2024	G Hockey Official vs Duluth Northern Star 01-04-2024	0	\$ 85.00
	Gouin, Vincent	1/19/2024	B Hockey	B Hockey Official vs Rock Ridge 01-09-2024	0	\$ 85.00
	Gouin, Vincent	1/19/2024	B Hockey	B Hockey Official vs Rock Ridge 01-09-2024	0	\$ 80.00
201129741	ISD #695	1/19/2024	JH B Basketball	Chisholm JH B Basketballs Invitational 12/16/2023	0	\$ 125.00
201129742	IVANCICH, FRANK	1/19/2024	G BB 01-08-24	G Basketball Official vs MIB V and JV 01-08-2024	0	\$ 158.00
201129743	KARICH, Brian	1/19/2024	G BB 01-05-24	G Basketball Official V&JV vs Northwoods 01-05-24	0	\$ 132.81
	KARICH, Brian	1/19/2024	G BB 01-05-24	G Basketball Official V&JV vs Northwoods 01-05-24	0	\$ 158.00
201129744	NORTHEAST SERVICE COOPERAT	1/19/2024	Knowlege Bowl	Knowledge Bowl Participation Registration	0	\$ 475.00
201129746	Schneider, KURT	1/19/2024	G BB 01-05-24	G Basketball Official V&JV vs Northwoods 01-05-24	0	\$ 158.00
201129747	TAUS, Dave	1/19/2024	B BB 01-09-24	B Basketball Official vs Northland V and JV 01-09-2024	0	\$ 158.00
201129748	Walters, Drew	1/19/2024	B Hockey 01-09-24	B Hockey Official vs Rock Ridge 01-09-2024	0	\$ 110.00
201129749	Warroad Basketball Boosters	1/19/2024	BB Warroad Tourn	Fees for Warroad Basketball Tournament on 02/10/24 Boys 3,4,5,6 Grade	0	\$ 600.00
201129750	Zuehlke, Bay	1/19/2024	B Hockey 01-06-24	B Hockey Official V vs	0	\$ 110.00

Payables Summary  
February 20, 2024

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	Zuehlke, Bay	1/19/2024	B Hockey 01-06-24	Proctor 01-06-2024 B Hockey Official V vs Proctor 01-06-2024	0	\$ 160.80
201129751	Zuehlke, Bob	1/19/2024	B Hockey 01/06/24	B Hockey Official V vs Proctor 01-06-2024	0	\$ 110.00
201129752	ADVANCED FIRST AID INC	1/19/2024	0123-994	AED, pool area and West End FHS	8102400171	\$ 5,224.00
201129753	Annie's Frozen Yogurt	1/19/2024	26990	Fro Yo Machine Rental	7702400000	\$ 100.00
201129754	ARROWHEAD LIBRARY SYSTEM	1/19/2024	15146	Item Barcode Labels (3000 count)	1302400106	\$ 90.00
	ARROWHEAD LIBRARY SYSTEM	1/19/2024	7941	Library Catalog System	6202400000	\$ 625.00
201129755	BEMIDJI WELDERS SUPPLY	1/19/2024	10123649	Repair to Ind Arts Welder	2552400011	\$ 180.00
	BEMIDJI WELDERS SUPPLY	1/19/2024	10123649	Repair to Ind Arts Welder	2552400011	\$ 1,643.56
201129756	BSN SPORTS	1/19/2024	924452073	Supplies Cold pack, Athletic Tape, Bandage	2922400070	\$ 417.87
	BSN SPORTS	1/19/2024	924404761	Varsity Batting Tunnel Frame 3 Sec for Softball	2922400068	\$ 7,414.97
	BSN SPORTS	1/19/2024	924549593	Heavy Duty Anti-Whip Net	2922400063	\$ 53.88
201129757	CENEX COOP SERVICE INC OF BA	1/19/2024	991231	5000 gal P-40 dyed fuel	7602400043	\$ 19,919.38
201129758	CITIZENS FOR BACKUS	1/19/2024	5064A	Backus Lease agreement Basketball	2922400057	\$ 980.00
	CITIZENS FOR BACKUS	1/19/2024	5064A	Backus Lease agreement Basketball	2922400057	\$ 980.00
201129759	DOMINO'S PIZZA	1/19/2024	11924	FHS; CN Pizza for Lunch	7702400032	\$ 4,383.73
201129760	ECore International, Inc	1/19/2024	748366	Falls High School weight room flooring with prevention messaging on flooring promoting KAPE. Roll over money.	7902400062	\$ 1,532.18
201129761	GUARDIAN PEST CONTROL INC	1/19/2024	2522325	Pest control year contract billed monthly, will start July 1st 2023	8102400001	\$ 37.00
	GUARDIAN PEST CONTROL INC	1/19/2024	2522325	Pest control year contract	8102400001	\$ 37.00

Payables Summary  
February 20, 2024

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
				billed monthly, will start July 1st 2023		
201129762	Hasbargen Customs LLC	1/19/2024	1604	KAPE messaging on basketball warm ups. Roll over money	7902400063	\$ 478.00
201129763	HAWKINS INC	1/19/2024	6667988	pool supplies	8102400195	\$ 42.04
201129764	INTERQUEST DETECTION CANINI	1/19/2024	144NmDec2023	Canine Detection Services	1102400045	\$ 440.00
201129765	INTL FALLS FIRE/ RESCUE	1/19/2024	010124 football	EMT's for Football games	0	\$ 281.25
	INTL FALLS FIRE/ RESCUE	1/19/2024	010124 hockey	EMT's for Hockey games	0	\$ 375.00
201129766	K&K MEYERS INC	1/19/2024	1045	Lock repair on boiler-room entrance door	8102400181	\$ 315.00
	K&K MEYERS INC	1/19/2024	1048	Repair choir room lock, install lock on room 202 and replace lock on storage room	8102400180	\$ 525.00
201129767	KOOCHICHING COUNTY	1/19/2024	Dec-23	Tipping Fees	8102400027	\$ 6.00
201129768	LAMAR COMPANIES	1/19/2024	115528882	Billboard for program outreach on Hwy. 53 for KAPE, Roll over money.	7902400029	\$ 525.00
201129769	LEARNING A-Z	1/19/2024	7427438	FEF - Shawn Johnson	1302400124	\$ 241.00
201129770	Marco Technologies LLC	1/19/2024	519838403	Copier Lease	1102400056	\$ 345.44
201129770	Marco Technologies LLC	1/19/2024	519838403	Copier Lease	1102400056	\$ 10.00
	Marco Technologies LLC	1/19/2024	519669550	Copier Lease	1102400055	\$ 104.66
	Marco Technologies LLC	1/19/2024	519669550	Copier Lease	1102400055	\$ 182.30
	Marco Technologies LLC	1/19/2024	519669550	Copier Lease	1102400055	\$ 10.00
	Marco Technologies LLC	1/19/2024	519838551	Copier Lease	1102400043	\$ 622.17
	Marco Technologies LLC	1/19/2024	519838551	Copier Lease	1102400043	\$ 14.86
	Marco Technologies LLC	1/19/2024	519838551	Copier Lease	1102400043	\$ 1,053.51
	Marco Technologies LLC	1/19/2024	519838551	Copier Lease	1102400043	\$ 17.31
	Marco Technologies LLC	1/19/2024	519668487	Copier Lease	1102400044	\$ 258.18
	Marco Technologies LLC	1/19/2024	519668487	Copier Lease	1102400044	\$ 258.18
	Marco Technologies LLC	1/19/2024	519668487	Copier Lease	1102400044	\$ 1,394.45
	Marco Technologies LLC	1/19/2024	519668487	Copier Lease	1102400044	\$ 20.75
	Marco Technologies LLC	1/19/2024	519668487	Copier Lease	1102400044	\$ 20.75
201129771	MIDWEST BUS PARTS INC	1/19/2024	194317	Ricon Pressure Switch. Mud	7602400048	\$ 297.90

Payables Summary  
February 20, 2024

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
				flaps.		
201129772	MN ENERGY RESOURCES CORP	1/19/2024	0503526034-00001	FES Natural Gas Services	8102400040	\$ 3,291.64
	MN ENERGY RESOURCES CORP	1/19/2024	0503196532-00001	Arena Water Heater	8102400040	\$ 3,115.34
	MN ENERGY RESOURCES CORP	1/19/2024	0507263223-00001	Natural Gas Services; FHS	8102400040	\$ 7,684.45
	MN ENERGY RESOURCES CORP	1/19/2024	0507263223-00001	Natural Gas Services; FHS	8102400040	\$ 2,561.48
	MN ENERGY RESOURCES CORP	1/19/2024	0504762905-00001	Stadium; Natural Gas Services	8102400040	\$ 25.67
201129773	MN POWER	1/19/2024	11024	Electricity Bill	8102400064	\$ 796.10
	MN POWER	1/19/2024	11024	Electricity Bill	8102400064	\$ 8,732.51
	MN POWER	1/19/2024	11024	Electricity Bill	8102400064	\$ 6,039.97
	MN POWER	1/19/2024	11024	Electricity Bill	8102400064	\$ 11,809.40
	MN POWER	1/19/2024	11024	Electricity Bill	8102400064	\$ 66.20
201129774	PITSCO INC	1/19/2024	21-000000201	WOOD SHOP SUPPLIES NORM WOOD	2552400010	\$ 523.99
201129775	RAINY LAKE MEDICAL CENTER	1/19/2024	4134	OT/PT & Speech Services	1102400036	\$ 5,215.16
	RAINY LAKE MEDICAL CENTER	1/19/2024	4134	OT/PT & Speech Services	1102400036	\$ 2,638.37
	RAINY LAKE MEDICAL CENTER	1/19/2024	4134	OT/PT & Speech Services	1102400036	\$ 952.62
201129776	Rainy Lake Oil, Inc.	1/19/2024	35923	Arena; Propane for Zamboni	8102400196	\$ 20.62
	Rainy Lake Oil, Inc.	1/19/2024	33040	Arena; Propane for Zamboni	8102400196	\$ 103.11
	Rainy Lake Oil, Inc.	1/19/2024	33508	Arena; Propane for Zamboni	8102400196	\$ 41.24
	Rainy Lake Oil, Inc.	1/19/2024	35949	Arena; Propane for Zamboni	8102400196	\$ 41.24
201129777	Rainy Lake Gazette	1/19/2024	141261	Advertising Local Newspaper	1102400041	\$ 480.00
201129778	Rally Athletic	1/19/2024	4219	FEF Seth Ettestad - Sideline	3002400001	\$ 2,070.00
				Capes		
201129779	Sonova USA Inc.	1/19/2024	5100437961	Hearing Aids (Taylor)	1302400090	\$ 3,814.74
201129780	Tyson Foods Inc.	1/19/2024	31906907	commodity meat process	0	\$ 685.52
	Tyson Foods Inc.	1/19/2024	31870565	commodity meat process	0	\$ 886.03
201129781	UPPER LAKES FOODS	1/19/2024	396230-00	Dishwashing Supplies	7702400017	\$ 228.20
	UPPER LAKES FOODS	1/19/2024	396230-00	Dishwashing Supplies	7702400017	\$ 256.50
	UPPER LAKES FOODS	1/19/2024	396230-00	Dishwashing Supplies	7702400017	\$ 1,363.45
	UPPER LAKES FOODS	1/19/2024	396230-00	Dishwashing Supplies	7702400017	\$ 3.98
	UPPER LAKES FOODS	1/19/2024	396230-00	Dishwashing Supplies	7702400017	\$ 3.97
	UPPER LAKES FOODS	1/19/2024	396230-0A	Frozen Yogurt	7702400017	\$ (123.95)
201129782	AEOA	1/23/2024	11724	Refund direct deposit received in error from AEOA.	0	\$ 600.00

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				Payment was for Jeremy Anderson's Driving School. Payments for Jeremy's Driving School are paid directly to Jeremy and do not flow through the school. Return funds to AEOA. Two payments of \$300 each.		
201129783	ST. CLOUD STATE UNIVERSITY	1/23/2024	11824	Isabelle Hemstad - 2023 Wallace Haglund Memorial Scholarship \$250	0	\$ 250.00
201129784	AFT Local #331	1/26/2024	20240126ADDUE1A	Payroll accrual	0	\$ 3,142.42
	AFT Local #331	1/26/2024	20240126ADDUE1A	Payroll accrual	0	\$ 141.55
	AFT Local #331	1/26/2024	20240126BDDUE1A	Payroll accrual	0	\$ (3,142.42)
	AFT Local #331	1/26/2024	20240126BDDUE1A	Payroll accrual	0	\$ (141.55)
	AFT Local #331	1/26/2024	20240126CDDUE1A	Payroll accrual	0	\$ 3,142.42
	AFT Local #331	1/26/2024	20240126CDDUE1A	Payroll accrual	0	\$ 141.55
201129785	ND Child Support Division	1/26/2024	20240126ADCSP10	Child Support	0	\$ 276.93
	ND Child Support Division	1/26/2024	20240126BDCSP10	Child Support	0	\$ (276.93)
	ND Child Support Division	1/26/2024	20240126CDCSP10	Child Support	0	\$ 276.93
201129786	US FOODSERVICE	1/26/2024	4369988	Food for Meal Services	7702400011	\$ 96.36
	US FOODSERVICE	1/26/2024	4459712	Food for Meal Services	7702400011	\$ 200.32
	US FOODSERVICE	1/26/2024	4369984	Food for Meal Services	7702400011	\$ 157.68
	US FOODSERVICE	1/26/2024	4459711	Food for Meal Services	7702400011	\$ 182.82
	US FOODSERVICE	1/26/2024	5994853	Food for Meal Services	7702400011	\$ (66.96)
	US FOODSERVICE	1/26/2024	5995001	Food for Meal Services	7702400011	\$ (33.48)
	US FOODSERVICE	1/26/2024	5994885	Food for Meal Services	7702400011	\$ (33.48)
	US FOODSERVICE	1/26/2024	5995361	Food for Meal Services	7702400011	\$ (35.33)
	US FOODSERVICE	1/26/2024	5995362	Food for Meal Services	7702400011	\$ (35.33)
	US FOODSERVICE	1/26/2024	5995400	Food for Meal Services	7702400011	\$ (35.33)
	US FOODSERVICE	1/26/2024	5980678	Food for Meal Services	7702400011	\$ (35.30)
	US FOODSERVICE	1/26/2024	5980804	Food for Meal Services	7702400011	\$ (35.29)
	US FOODSERVICE	1/26/2024	5980940	Food for Meal Services	7702400011	\$ (35.30)

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	US FOODSERVICE	1/26/2024	4369977	Food for Meal Services	7702400011	\$ 1,649.64
	US FOODSERVICE	1/26/2024	4369977	Food for Meal Services	7702400011	\$ 141.10
	US FOODSERVICE	1/26/2024	4551813	Food for Meal Services	7702400011	\$ 135.38
	US FOODSERVICE	1/26/2024	4459710	Food for Meal Services	7702400011	\$ 931.01
	US FOODSERVICE	1/26/2024	4459710	Food for Meal Services	7702400011	\$ 171.54
	US FOODSERVICE	1/26/2024	4535725	Food for Meal Services	7702400011	\$ 2,843.03
	US FOODSERVICE	1/26/2024	4535725	Food for Meal Services	7702400011	\$ 275.72
	US FOODSERVICE	1/26/2024	4554799	Food for Meal Services	7702400011	\$ 304.17
	US FOODSERVICE	1/26/2024	4554800	Food for Meal Services	7702400011	\$ 111.83
	US FOODSERVICE	1/26/2024	4628722	Food for Meal Services	7702400011	\$ 951.62
	US FOODSERVICE	1/26/2024	4628722	Food for Meal Services	7702400011	\$ 62.30
	US FOODSERVICE	1/26/2024	4628734	Food for Meal Services	7702400011	\$ 149.81
	US FOODSERVICE	1/26/2024	4224802	Pre School Snacks	1302400051	\$ 221.30
	US FOODSERVICE	1/26/2024	5980708	Food for Meal Services	7702400011	\$ (35.30)
	US FOODSERVICE	1/26/2024	4224801	Food for Meal Services	7702400011	\$ 451.19
	US FOODSERVICE	1/26/2024	4224801	Food for Meal Services	7702400011	\$ 182.88
	US FOODSERVICE	1/26/2024	4290227	Food for Meal Services	7702400011	\$ 1,587.78
	US FOODSERVICE	1/26/2024	4290227	Food for Meal Services	7702400011	\$ 108.75
	US FOODSERVICE	1/26/2024	5941466	Food for Meal Services	7702400011	\$ (56.64)
	US FOODSERVICE	1/26/2024	4369979	Food for Meal Services	7702400011	\$ 1,438.81
	US FOODSERVICE	1/26/2024	4369980	Kindergarten Snacks	1302400051	\$ 131.41
201129786	US FOODSERVICE	1/26/2024	4459718	Food for Meal Services	7702400011	\$ 461.69
	US FOODSERVICE	1/26/2024	4459718	Food for Meal Services	7702400011	\$ 178.33
	US FOODSERVICE	1/26/2024	4459721	Food for Meal Services	7702400011	\$ 48.41
	US FOODSERVICE	1/26/2024	4535726	Food for Meal Services	7702400011	\$ 984.73
	US FOODSERVICE	1/26/2024	4535726	Food for Meal Services	7702400011	\$ 101.95
	US FOODSERVICE	1/26/2024	4628729	Food for Meal Services	7702400011	\$ 694.62
	US FOODSERVICE	1/26/2024	4628729	Food for Meal Services	7702400011	\$ 396.27
	US FOODSERVICE	1/26/2024	4650212	Food for Meal Services	7702400011	\$ 25.44
	US FOODSERVICE	1/26/2024	4701530	Food for Meal Services	7702400011	\$ 1,078.65
	US FOODSERVICE	1/26/2024	4701530	Food for Meal Services	7702400011	\$ 251.56
	US FOODSERVICE	1/26/2024	4790534	Food for Meal Services	7702400011	\$ 88.55
	US FOODSERVICE	1/26/2024	4801252	Food for Meal Services	7702400011	\$ 2,280.65

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	US FOODSERVICE	1/26/2024	4801252	Food for Meal Services	7702400011	\$ 287.05
	US FOODSERVICE	1/26/2024	5994860	Food for Meal Services	7702400011	\$ (33.48)
201129787	Amherst H. Wilder Foundation	1/26/2024	WRINN005691	Quarterly invoice for DFC evaluation services and survey materials.	7902400066	\$ 3,125.00
201129788	Anderson, Jeremy	1/26/2024	11824	Reimbursement for Falls Driving School for electronic payments	5002400033	\$ 240.00
201129789	Aramark	1/26/2024	2630233683	Rug service for FES and FHS	8102400090	\$ 47.95
	Aramark	1/26/2024	2630238662	Rug service for FES and FHS	8102400090	\$ 47.95
	Aramark	1/26/2024	2630238663	Rug service for FES and FHS	8102400090	\$ 31.45
	Aramark	1/26/2024	2630233684	Rug service for FES and FHS	8102400090	\$ 31.45
201129790	COCA-COLA BOTTLING CO	1/26/2024	47758	FHS; Ala Carte Beverages	7702400012	\$ 296.20
	COCA-COLA BOTTLING CO	1/26/2024	47934	FHS; Ala Carte Beverages	7702400012	\$ 228.05
	COCA-COLA BOTTLING CO	1/26/2024	48082	FHS; Ala Carte Beverages	7702400012	\$ 347.60
201129791	Falls School Trap Team	1/26/2024	12224	Class collaboration with Trap Team	5002400032	\$ 100.00
201129792	Hand2mind	1/26/2024	243060	FEF - Emily Carlson	1302400126	\$ 211.96
201129793	HILLYARD HUTCHINSON	1/26/2024	605361184	Gym floor wash	8102400210	\$ 72.95
201129794	KGHS-AM	1/26/2024	13D0021153	School Matters	102400003	\$ 225.00
	KGHS-AM	1/26/2024	23D0022114	Roll over money for radio media outreach during winter break.	7902400065	\$ 1,000.00
201129795	LVC Companies Inc	1/26/2024	132333	fire alarm labor and alarms.	8102400209	\$ 840.00
	LVC Companies Inc	1/26/2024	123773	Annual Fire Alarm Service for FHS,FES and Bronco Arena	8102400080	\$ 536.00
201129796	MIDCONTINENT COMMUNICATI	1/26/2024	1.24861E+13	FHS Moveable Internet for Arena and Fields, Elevator Phone 124861401	6052400010	\$ 191.72
201129797	MIDWEST PLAYSCAPES	1/26/2024	10327	FES playground slide replacement	8102400083	\$ 7,098.56
201129798	NORTHLAND SALES & SERVICE	1/26/2024	1040	Washing Machine & hoses	7702400027	\$ 1,344.99
201129799	On Deck Sports	1/26/2024	193616	ProMounds Collegiate Mound	2922400071	\$ 1,395.00

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				with Clay Turf		
201129800	PAN O GOLD BAKING CO	1/26/2024	1.00099E+13	Bread for Meal Service	7702400013	\$ 93.10
	PAN O GOLD BAKING CO	1/26/2024	1.00099E+13	Bread for Meal Service	7702400013	\$ 84.00
	PAN O GOLD BAKING CO	1/26/2024	1.00099E+13	Bread for Meal Service	7702400013	\$ 147.00
	PAN O GOLD BAKING CO	1/26/2024	1.00099E+13	Bread for Meal Service	7702400013	\$ 40.25
	PAN O GOLD BAKING CO	1/26/2024	1.00099E+13	Bread for Meal Service	7702400013	\$ 147.00
201129801	RATWIK ROSZAK & MALONEY PA	1/26/2024	75412	services	1102400037	\$ 530.00
201129802	Riverside Assessments LLC	1/26/2024	194007	Scoring License	1302400146	\$ 180.00
201129803	SANDSTROM'S INC	1/26/2024	488407	Milk for Meal Service	7702400010	\$ 558.62
	SANDSTROM'S INC	1/26/2024	488407	Milk for Meal Service	7702400010	\$ 196.88
	SANDSTROM'S INC	1/26/2024	488406	Milk for Meal Service	7702400010	\$ 382.80
	SANDSTROM'S INC	1/26/2024	488406	Milk for Meal Service	7702400010	\$ 134.70
	SANDSTROM'S INC	1/26/2024	487771	Milk for Meal Service	7702400010	\$ 721.29
	SANDSTROM'S INC	1/26/2024	487771	Milk for Meal Service	7702400010	\$ 254.21
	SANDSTROM'S INC	1/26/2024	489211	Milk for Meal Service	7702400010	\$ 500.04
	SANDSTROM'S INC	1/26/2024	489211	Milk for Meal Service	7702400010	\$ 175.96
201129803	SANDSTROM'S INC	1/26/2024	489212	Milk for Meal Service	7702400010	\$ 661.77
	SANDSTROM'S INC	1/26/2024	489212	Milk for Meal Service	7702400010	\$ 233.23
	SANDSTROM'S INC	1/26/2024	490032	Milk for Meal Service	7702400010	\$ 486.35
	SANDSTROM'S INC	1/26/2024	490032	Milk for Meal Service	7702400010	\$ 171.15
201129804	SCHOOL SPECIALTY	1/26/2024	2.08134E+11	Plastic Combs	2922400075	\$ 33.43
	SCHOOL SPECIALTY	1/26/2024	2.08134E+11	Plastic Combs	2922400075	\$ 33.43
201129805	Sonova USA Inc.	1/26/2024	5100438865	Hearing Aid (Taylor)	1302400091	\$ 2,394.15
201129806	TAYLOR'S PLUMBING & HEATING	1/26/2024	3924	Trouble shoot and repair issue with too hot of water in pool locker room showers'	8102400207	\$ 115.00
201129807	TWIN CITY BOILER REPAIR	1/26/2024	36113	Work on condensate tanks and boiler check valves.	8102400204	\$ 4,850.00
	TWIN CITY BOILER REPAIR	1/26/2024	36112	other 1/2 of boiler burner job Done in FY24	8102400059	\$ 10,000.00
201129808	UNITED TRUCK BODY	1/26/2024	W 7539	run diagnostics and repair code, def fluid issues	7602400039	\$ 2,060.01
201129809	VARITRONICS	1/26/2024	167260	Varquest Parts	1302400144	\$ 86.40

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201129810	WATER DEPT	1/26/2024	74-006700-00	Water Usage - Garage	8102400005	\$ 65.86
	WATER DEPT	1/26/2024	13-014700-00	FHS; Water Usage	8102400005	\$ 3,714.68
	WATER DEPT	1/26/2024	13-014800-00	FES; Water Usage	8102400005	\$ 1,311.89
	WATER DEPT	1/26/2024	13-014900-00	Arena; Water Usage	8102400005	\$ 4,452.17
201129811	Anderson, Dakota	1/31/2024	B H 01-18-24	B Hockey Official V vs Greenway 01-18-2024	0	\$ 110.00
201129812	Anderson, Randy	1/31/2024	B BB vs HC W	B basketball Official V and JV	0	\$ 158.00
	Anderson, Randy	1/31/2024	B BB vs HC W	B basketball Official V and JV	0	\$ 158.00
201129813	Baudhuin, Chris	1/31/2024	G BB 01-13-24	G Basketball Official vs Two Harbors 01-13-24 V and Jv	0	\$ 158.00
201129813	Baudhuin, Chris	1/31/2024	G BB 01-13-24	G Basketball Official vs Two Harbors 01-13-24 V and Jv	0	\$ 142.79
201129814	Clement, David Brian	1/31/2024	G BB vs Ely	G basketball Official V and JV vs Ely 01-18-24	0	\$ 158.00
201129815	Fish, Dave	1/31/2024	B BB 01-16-24	B Basketball Official vs Warroad V and JV 01-16-24	0	\$ 158.00
201129816	Fisher, Jayme	1/31/2024	B Hockey	B Hockey Official	0	\$ 85.00
	Fisher, Jayme	1/31/2024	B Hockey	B Hockey Official	0	\$ 85.00
	Fisher, Jayme	1/31/2024	B Hockey	B Hockey Official	0	\$ 110.00
	Fisher, Jayme	1/31/2024	G & B Hockey	G and B Hockey Official	0	\$ 110.00
	Fisher, Jayme	1/31/2024	G & B Hockey	G and B Hockey Official	0	\$ 110.00
	Fisher, Jayme	1/31/2024	G & B Hockey	G and B Hockey Official	0	\$ 85.00
	Fisher, Jayme	1/31/2024	G & B Hockey	G and B Hockey Official	0	\$ 110.00
201129817	FRIEDLIEB, JACE	1/31/2024	B H 01-18-24	B Hockey Official V vs Greenway 01-18-2024	0	\$ 110.00
	FRIEDLIEB, JACE	1/31/2024	B H 01-18-24	B Hockey Official V vs Greenway 01-18-2024	0	\$ 140.70
201129818	Gouin, Vincent	1/31/2024	B & C Hockey	B & City Hockey	0	\$ 85.00
	Gouin, Vincent	1/31/2024	B & C Hockey	B & City Hockey	0	\$ 85.00
	Gouin, Vincent	1/31/2024	B & C Hockey	B & City Hockey	0	\$ 80.00
	Gouin, Vincent	1/31/2024	G Hockey 01-20-24	G Hockey Linesman V vs Long	0	\$ 85.00

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201129819	Hibbing ISD #701	1/31/2024	Hibbing tourn	Prairie Grey Eagle 01-20-2024 Hibbing Junior High Tournament 02/10/2024 7th and 8th grade girls Basketball	0	\$ 175.00
	Hibbing ISD #701	1/31/2024	Hibbing tourn	Hibbing Junior High Tournament 02/10/2024 7th and 8th grade girls Basketball	0	\$ 175.00
201129820	ISD 317	1/31/2024	G BB Deer River Tour	Entry fee for 7th and 8th Grade G Basketball at Deer River	0	\$ 350.00
201129821	MN TRUE TEAM TRACK & FIELD	1/31/2024	True Team Fees 24	True Team Fees for G and B Track and Field	0	\$ 70.00
	MN TRUE TEAM TRACK & FIELD	1/31/2024	True Team Fees 24	True Team Fees for G and B Track and Field	0	\$ 70.00
201129822	ROEN, ADAM	1/31/2024	G BB 01-13-24	G Basketball Official vs Two Harbors 01-13-24 V and Jv	0	\$ 158.00
201129824	Ryks, Kevin	1/31/2024	G BB 01-13-24	G Basketball Official vs Two Harbors 01-13-24 V and Jv	0	\$ 158.00
201129825	SCAIA, Kevin	1/31/2024	G & B BB	B and G basketball Official V and JV vs Hill City 01-20-24	0	\$ 158.00
	SCAIA, Kevin	1/31/2024	G & B BB	B and G basketball Official V and JV vs Hill City 01-20-24	0	\$ 158.00
201129826	TAUS, Dave	1/31/2024	G & B BB	B basketball Official V and JV 01-18-24 and 01-16-24	0	\$ 158.00
	TAUS, Dave	1/31/2024	G & B BB	B basketball Official V and JV 01-18-24 and 01-16-24	0	\$ 134.00
	TAUS, Dave	1/31/2024	G & B BB	B basketball Official V and JV 01-18-24 and 01-16-24	0	\$ 158.00
	TAUS, Dave	1/31/2024	G & B BB	B basketball Official V and JV 01-18-24 and 01-16-24	0	\$ 134.00
201129827	ZUPETZ, Jeff	1/31/2024	B BB 01-20-24	B basketball Official V and JV vs Hill City 01-20-24	0	\$ 158.00
201129828	Align Chiropractic & Wellness Ce	2/2/2024	7636-C01	DOT Physicals, Alcohol Test,	7602400000	\$ 100.00

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201129829	Aviben	2/2/2024	31318	and Drug Testing 403b Third Party Admin Svc	1102400010	\$ 197.42
201129830	BSN SPORTS	2/2/2024	924561167	Football Helmets (Pd by FB Booster)	2922400054	\$ 1,996.76
201129831	DEMCO INC	2/2/2024	7424976	Library Book Tape	1302400143	\$ 58.02
201129832	GUARDIAN PEST CONTROL INC	2/2/2024	2536981	Pest control year contract billed monthly, will start July 1st 2023	8102400001	\$ 37.00
	GUARDIAN PEST CONTROL INC	2/2/2024	2536981	Pest control year contract billed monthly, will start July 1st 2023	8102400001	\$ 37.00
201129833	Iron Trail Motors	2/2/2024	503949	Salt spreader for back of truck	7602400053	\$ 6,964.72
201129834	MN ENERGY RESOURCES CORP	2/2/2024	0505015015-00001	Garage; Natural Gas Services	8102400040	\$ 1,144.04
201129835	PAUL BUNYAN COMMUNICATIO	2/2/2024	20124	Monthly Broadband Services	6052400000	\$ 650.00
201129836	RATWIK ROSZAK & MALONEY PA	2/2/2024	75411	services	1102400037	\$ 3,365.50
201129837	SCHOOL SPECIALTY	2/2/2024	2.08134E+11	2nd Grade Supplies	1302400138	\$ 115.41
201129838	Balow, Jordan	2/6/2024	B BB Official	B Basketball Official V vs Two Harbor	0	\$ 93.00
	Balow, Jordan	2/6/2024	B BB Official	B Basketball Official V vs Two Harbor	0	\$ 227.80
201129839	Fisher, Jayme	2/6/2024	B Hockey Official	B Hockey Official	0	\$ 85.00
	Fisher, Jayme	2/6/2024	B Hockey Official	B Hockey Official	0	\$ 195.00
201129840	Gouin, Vincent	2/6/2024	B Hockey official	B Hockey Official	0	\$ 85.00
	Gouin, Vincent	2/6/2024	B Hockey official	B Hockey Official	0	\$ 85.00
	Gouin, Vincent	2/6/2024	B Hockey official	B Hockey Official	0	\$ 80.00
201129841	IVANCICH, FRANK	2/6/2024	B BB Official	B Basketball Official V and JV vs Greenway 01-25-24	0	\$ 158.00
	IVANCICH, FRANK	2/6/2024	B BB Official	B Basketball Official V and JV vs Greenway 01-25-24	0	\$ 158.12
201129842	Johnson, Jeremiah	2/6/2024	G BB 01-08-24	G Basketball Official vs MIB 01-08-24 V and Jv	0	\$ 158.00
	Johnson, Jeremiah	2/6/2024	B BB Official	B Basketball Official V and	0	\$ 158.00

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201129843	Lamppa, Brian	2/6/2024	B BB official	JV vs Greenway 01-25-24 B Basketball Official V and JV vs Greenway 01-25-24	0	\$ 158.00
201129845	STRUKEL, JASON	2/6/2024	B Hockey 01-25-24	B Hockey Official V vs North Shore 01-25-2024	0	\$ 110.00
	STRUKEL, JASON	2/6/2024	B Hockey 01-25-24	B Hockey Official V vs North Shore 01-25-2024	0	\$ 127.30
201129846	Thompson, Scott	2/7/2024	11224	Reimbursement per AD for goalie pants. Pants are for District goalie uniform	0	\$ 370.00
201129847	AFT Local #331	2/9/2024	20240209ADDUE1A	Payroll accrual	0	\$ 3,142.42
	AFT Local #331	2/9/2024	20240209ADDUE1A	Payroll accrual	0	\$ 141.55
201129848	ND Child Support Division	2/9/2024	20240209ADCSP10	Child Support	0	\$ 276.93
201129849	Para Local #4798	2/9/2024	20240209ADDUE2A	Payroll accrual	0	\$ 617.27
	Para Local #4798	2/9/2024	20240209ADDUE2A	Payroll accrual	0	\$ 63.03
201129850	Annie's Frozen Yogurt	2/9/2024	27072	Fro Yo Machine Rental	7702400000	\$ 100.00
201129851	AT & T Mobility	2/9/2024	2.87298E+19	IT Phones, Superintendent Phone, Bus WI-FI and Hotspots	1102400052	\$ 76.46
	AT & T Mobility	2/9/2024	2.87298E+19	IT Phones, Superintendent Phone, Bus WI-FI and Hotspots	1102400052	\$ 94.53
	AT & T Mobility	2/9/2024	2.87298E+19	IT Phones, Superintendent Phone, Bus WI-FI and Hotspots	1102400052	\$ 38.23
	AT & T Mobility	2/9/2024	2.87298E+19	IT Phones, Superintendent Phone, Bus WI-FI and Hotspots	1102400052	\$ 114.69
	AT & T Mobility	2/9/2024	2.87298E+19	IT Phones, Superintendent Phone, Bus WI-FI and Hotspots	1102400052	\$ 49.78
	AT & T Mobility	2/9/2024	2.87298E+19	IT Phones, Superintendent Phone, Bus WI-FI and Hotspots	1102400052	\$ (155.00)
201129852	BEMIDJI WELDERS SUPPLY	2/9/2024	10125664	Indust Art Classroom Blanket PO	2552400004	\$ 26.10
201129853	BEMIDJI BUS LINE	2/9/2024	22795	Bemidji Bus Line Rental Girls Hockey	2922400076	\$ 2,783.67
	BEMIDJI BUS LINE	2/9/2024	22795	Bemidji Bus Line Rental Girls Hockey	2922400076	\$ 2,381.33

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	BEMIDJI BUS LINE	2/9/2024	22830	Bemidji Bus Line Rental B Hockey	2922400074	\$ 1,201.99
	BEMIDJI BUS LINE	2/9/2024	22830	Bemidji Bus Line Rental B Hockey	2922400074	\$ 908.01
	BEMIDJI BUS LINE	2/9/2024	22813	Bemidji Bus Line Rental B Hockey	2922400074	\$ 1,180.65
	BEMIDJI BUS LINE	2/9/2024	22813	Bemidji Bus Line Rental B Hockey	2922400074	\$ 919.35
201129854	BOBCAT OF BEMIDJI	2/9/2024	51620B	Tool Cat tires upgrade	8102400167	\$ 486.60
201129855	CliftonLarsonAllen LLP	2/9/2024	L241015375	Audit 6/30/24	0	\$ 787.50
201129856	CXTec	2/9/2024	7223490	Ruckus ICX 8200-24P 24 port managed switch	6052400082	\$ 2,681.68
	CXTec	2/9/2024	7223803	Ruckus One Essentials	6052400082	\$ 136.00
201129857	FORESTLAND SALES AND SERVIC	2/9/2024	51357	Plow hydraulic ram	7602400051	\$ 491.85
201129858	FRIENDS GARBAGE SERVICE, LLC	2/9/2024	9340242	Garbage Pickups	8102400051	\$ 1,874.34
201129859	ISD #709	2/9/2024	1002400297	Student Tuition 9/5/23-1/11/24	0	\$ 6,003.25
	ISD #709	2/9/2024	1002400297	Student Tuition 9/5/23-1/11/24	0	\$ 2,758.25
	ISD #709	2/9/2024	1002400297	Student Tuition 9/5/23-1/11/24	0	\$ 4,218.50
201129860	K&K MEYERS INC	2/9/2024	1069	Replace broken glass in trophy case next to touch pro. Glass in both doors will be replaced with safety glass.	8102400203	\$ 389.10
	K&K MEYERS INC	2/9/2024	1065	lull rental with operator	8102400211	\$ 225.00
	K&K MEYERS INC	2/9/2024	22727	Classroom Intruder Entry lock set, fits all lock sets in district. need one on hand due to the time it takes to get one delivered.	8102400214	\$ 1,012.00
201129861	KGHS-AM	2/9/2024	1410021153	School Matters	102400003	\$ 225.00

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201129862	LAMAR COMPANIES	2/9/2024	115609027	Billboard for program outreach on Hwy. 53 for KAPE, Roll over money.	7902400029	\$ 525.00
201129863	Marco Technologies LLC	2/9/2024	522109222	Copier Lease	1102400043	\$ 622.17
	Marco Technologies LLC	2/9/2024	522109222	Copier Lease	1102400043	\$ 14.86
	Marco Technologies LLC	2/9/2024	522109222	Copier Lease	1102400043	\$ 1,053.51
	Marco Technologies LLC	2/9/2024	522109222	Copier Lease	1102400043	\$ 17.31
	Marco Technologies LLC	2/9/2024	522047463	Copier Lease	1102400044	\$ 697.23
	Marco Technologies LLC	2/9/2024	522047463	Copier Lease	1102400044	\$ 697.22
	Marco Technologies LLC	2/9/2024	522047463	Copier Lease	1102400044	\$ 516.36
	Marco Technologies LLC	2/9/2024	522047463	Copier Lease	1102400044	\$ 20.25
	Marco Technologies LLC	2/9/2024	522047463	Copier Lease	1102400044	\$ 20.25
	Marco Technologies LLC	2/9/2024	522048693	Copier Lease	1102400055	\$ 104.66
	Marco Technologies LLC	2/9/2024	522048693	Copier Lease	1102400055	\$ 163.94
	Marco Technologies LLC	2/9/2024	522048693	Copier Lease	1102400055	\$ 10.00
	Marco Technologies LLC	2/9/2024	522108943	Copier Lease	1102400056	\$ 353.51
	Marco Technologies LLC	2/9/2024	522108943	Copier Lease	1102400056	\$ 10.00
201129864	MIDCONTINENT COMMUNICATI	2/9/2024	2.75104E+13	FES Fax	1102400053	\$ 37.42
201129865	MN ENERGY RESOURCES CORP	2/9/2024	0503526034-00001	FES Natural Gas Services	8102400040	\$ 3,949.83
	MN ENERGY RESOURCES CORP	2/9/2024	0506435793-00001	Arena	8102400040	\$ 2,848.57
201129866	PELLAND-SWENSON & ASSOC	2/9/2024	2023176	Sidewalk and curb replacement (pool and arena)	8102400003	\$ 26,450.00
	PELLAND-SWENSON & ASSOC	2/9/2024	2023178	Bronco arena exterior door replacement	8102400004	\$ 36,000.00
	PELLAND-SWENSON & ASSOC	2/9/2024	2023177	Replace Cafeteria exterior door add fob system, FES	8102400002	\$ 29,800.00
201129867	SCHMITT MUSIC CENTERS	2/9/2024	5562256	Instrument Repair	2582400007	\$ 55.00
	SCHMITT MUSIC CENTERS	2/9/2024	5565825	Instrument Repair	2582400007	\$ 60.00
201129867	SCHMITT MUSIC CENTERS	2/9/2024	5566098	Instrument Repair	2582400007	\$ 65.00
	SCHMITT MUSIC CENTERS	2/9/2024	5563978	Instrument Repair	2582400007	\$ 65.00
	SCHMITT MUSIC CENTERS	2/9/2024	5564173	Instrument Repair	2582400007	\$ 70.00
	SCHMITT MUSIC CENTERS	2/9/2024	5573013	Instrument Repair	2582400007	\$ 75.00
	SCHMITT MUSIC CENTERS	2/9/2024	5574984	Instrument Repair	2582400007	\$ 75.00

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	SCHMITT MUSIC CENTERS	2/9/2024	5573264	Instrument Repair	2582400007	\$ 85.00
	SCHMITT MUSIC CENTERS	2/9/2024	5574993	Instrument Repair	2582400007	\$ 95.00
	SCHMITT MUSIC CENTERS	2/9/2024	5562147	Instrument Repair	2582400007	\$ 120.00
	SCHMITT MUSIC CENTERS	2/9/2024	5636444	Instrument Repair	2582400007	\$ 60.00
	SCHMITT MUSIC CENTERS	2/9/2024	5607761	Instrument Repair	2582400007	\$ 85.00
201129868	TechCheck	2/9/2024	54655	Door FOBS	6052400071	\$ 1,122.34
201129869	VARITRONICS	2/9/2024	167698	Variquest Parts	1302400154	\$ 157.53
201129870	Anderson, Randy	2/13/2024	G & B BB Official	G and B Basketball official	0	\$ 93.00
	Anderson, Randy	2/13/2024	G & B BB Official	G and B Basketball official	0	\$ 45.00
	Anderson, Randy	2/13/2024	G BB Officail	G Basketball Official A and B vs Littlefork 01-29-24	0	\$ 158.00
201129871	Clement, David Brian	2/13/2024	G BB 02-05-24	G Basketball official for V & JV vs Roseau 02-05-24	0	\$ 158.00
	Clement, David Brian	2/13/2024	G BB Official	G Basketball Official V vs Duluth Marshall 01-27-24	0	\$ 93.00
201129872	DENFELD HIGH SCHOOL	2/13/2024	Denfeld Speech	Entry Fee for the 63rd annual Denfeld High School Rotary Tournament	0	\$ 21.00
	DENFELD HIGH SCHOOL	2/13/2024	Denfeld Speech	Entry Fee for the 63rd annual Denfeld High School Rotary Tournament	0	\$ 28.00
	DENFELD HIGH SCHOOL	2/13/2024	Denfeld Speech	Entry Fee for the 63rd annual Denfeld High School Rotary Tournament	0	\$ 7.00
	DENFELD HIGH SCHOOL	2/13/2024	Denfeld Speech	Entry Fee for the 63rd annual Denfeld High School Rotary Tournament	0	\$ 21.00
201129873	Fisher, Jayme	2/13/2024	G & B Hockey O	G and B Hockey Official	0	\$ 110.00
201129873	Fisher, Jayme	2/13/2024	G & B Hockey O	G and B Hockey Official	0	\$ 110.00
	Fisher, Jayme	2/13/2024	G Hockey Official	G hockey Official vs Fort Frances 01-29-24	0	\$ 85.00
201129874	GLUMACK, BABE	2/13/2024	G BB 02-05-24	G Basketball official for V & JV vs Roseau 02-05-24	0	\$ 158.00

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	GLUMACK, BABE	2/13/2024	G BB 02-05-24	G Basketball official for V & JV vs Roseau 02-05-24	0	\$ 62.98
201129875	Gouin, Vincent	2/13/2024	G Hockey	G, b, and City League Hockey Official	0	\$ 85.00
	Gouin, Vincent	2/13/2024	G Hockey	G, b, and City League Hockey Official	0	\$ 85.00
	Gouin, Vincent	2/13/2024	G Hockey	G, b, and City League Hockey Official	0	\$ 85.00
	Gouin, Vincent	2/13/2024	G Hockey	G, b, and City League Hockey Official	0	\$ 85.00
	Gouin, Vincent	2/13/2024	G Hockey	G, b, and City League Hockey Official	0	\$ 80.00
	Gouin, Vincent	2/13/2024	B & City Hockey	B Hockey 02-06-0-24 & City League 02-07-24	0	\$ 85.00
	Gouin, Vincent	2/13/2024	B & City Hockey	B Hockey 02-06-0-24 & City League 02-07-24	0	\$ 80.00
201129876	Kittelton, Rylea	2/13/2024	2072024	Refund for overpayment of ECFE ECFE	0	\$ 30.00
201129877	Krych, Justin	2/13/2024	B BB official	B Basketball Official V and JV vs Two Harbors 1-27-24	0	\$ 158.00
201129878	Liimatainen, Nick	2/13/2024	B BB Official	B Basketball Official V and JV vs Two Harbors 01-27-24	0	\$ 158.00
201129879	MnIAAA	2/13/2024	Activities Director	Conference for new activities director March 25th- 28th	0	\$ 395.00
201129880	Northwoods Basketball	2/13/2024	G 4th Grade BB	4th Grade girls Basketball Tournament on 02/18/24	0	\$ 185.00
201129881	Ott, Robert	2/13/2024	G BB 02-05-24	G Basketball official for V & JV vs Roseau 02-05-24	0	\$ 158.00
	Ott, Robert	2/13/2024	G BB 02-05-24	G Basketball official for V & JV vs Roseau 02-05-24	0	\$ 57.62
201129882	ROEN, ADAM	2/13/2024	G BB Official	G Basketball Official A and B vs Greenway 02-01-24	0	\$ 158.00
	ROEN, ADAM	2/13/2024	G BB Official	G Basketball Official A and B	0	\$ 136.68

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201129884	SCAIA, Kevin	2/13/2024	G BB Official	vs Greenway 02-01-24 G Basketball Official A and B	0	\$ 158.00
	SCAIA, Kevin	2/13/2024	G BB Official	vs Littlefork 01-29-24 G Basketball Official A and B	0	\$ 111.22
201129885	SCAIA, TODD	2/13/2024	G Hockey Official	vs Littlefork 01-29-24 G hockey Official vs	0	\$ 110.00
	SCAIA, TODD	2/13/2024	G Hockey Official	Northshore Storm 02-01-24 G hockey Official vs	0	\$ 85.00
201129886	Tafs, William	2/13/2024	B BB Official	Northshore Storm 02-01-24 B Basketball Official V and	0	\$ 65.00
201129887	TAUS, Dave	2/13/2024	G BB Official	JV vs Two Harbors 01-27-24 G Basketball Official A and B	0	\$ 158.00
201129888	VAKE, TRAVIS	2/13/2024	G BB Official	vs Greenway 02-01-24 G Basketball Official V vs	0	\$ 93.00
	VAKE, TRAVIS	2/13/2024	G BB Official	Duluth Marshall 01-27-24 G Basketball Official V vs	0	\$ 112.56
201129889	ZUPETZ, Jeff	2/13/2024	G BB Official	Duluth Marshall 01-27-24 G Basketball Official A and B	0	\$ 158.00
	ZUPETZ, Jeff	2/13/2024	G BB Official	vs Littlefork 01-29-24 G Basketball Official A and B	0	\$ 158.00
201129890	ARROWHEAD LIBRARY SYSTEM	2/14/2024	7954	vs Greenway 02-01-24 Library Catalog System	6202400000	\$ 625.00
201129891	BECKER ARENA PRODUCTS INC	2/14/2024	611313	Library Catalog System	8102400162	\$ 1,218.24
201129892	Column Software PBC	2/14/2024	02CC9D5C-0017	Arena- Impact Ad Panel.	102400010	\$ 458.24
201129893	Marco Technologies LLC	2/14/2024	12165153	Board meeting public notice	6052400003	\$ 156.23
	Marco Technologies LLC	2/14/2024	12165153	FES copier/Guidance Office copier	6052400003	\$ 5.02
201129894	MEDTOX LABORATORIES	2/14/2024	12024665124	FES copier/Guidance Office copier	0	\$ 121.39
201129895	MN ENERGY RESOURCES CORP	2/14/2024	0507263223-00001	drug testing	8102400040	\$ 7,823.47
	MN ENERGY RESOURCES CORP	2/14/2024	0507263223-00001	Natural Gas Services; FHS	8102400040	\$ 2,607.82
	MN ENERGY RESOURCES CORP	2/14/2024	0503196532-00001	Natural Gas Services; FHS	8102400040	\$ 2,255.08
	MN ENERGY RESOURCES CORP	2/14/2024	0504762905-00001	Arena Water Heater	8102400040	\$ 25.67
201129896	MN POWER	2/14/2024	20824	Stadium; Natural Gas Services	8102400064	\$ 1,060.27
	MN POWER	2/14/2024	20824	Electricity Bill	8102400064	\$ 9,880.17

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	MN POWER	2/14/2024	20824	Electricity Bill	8102400064	\$ 7,146.83
	MN POWER	2/14/2024	20824	Electricity Bill	8102400064	\$ 12,507.49
	MN POWER	2/14/2024	20824	Electricity Bill	8102400064	\$ 72.14
201129897	RAINY LAKE MEDICAL CENTER	2/14/2024	4149	OT/PT Services	1102400036	\$ 4,927.22
	RAINY LAKE MEDICAL CENTER	2/14/2024	4149	OT/PT Services	1102400036	\$ 2,833.87
201129898	Rainy Lake Oil, Inc.	2/14/2024	33511	Arena; Propane for Zamboni	8102400196	\$ 61.87
	Rainy Lake Oil, Inc.	2/14/2024	33579	Arena; Propane for Zamboni	8102400196	\$ 61.87
	Rainy Lake Oil, Inc.	2/14/2024	33576	Arena; Propane for Zamboni	8102400196	\$ 82.49
	Rainy Lake Oil, Inc.	2/14/2024	39431	Arena; Propane for Zamboni	8102400196	\$ 61.87
	Rainy Lake Oil, Inc.	2/14/2024	39518	Arena; Propane for Zamboni	8102400196	\$ 61.87
201129899	Rainy Lake Gazette	2/14/2024	147568	Advertising Local Newspaper	1102400041	\$ 595.00
201129900	TAYLOR'S PLUMBING & HEATING	2/14/2024	3941	Repair toilet 2nd floor west end	8102400218	\$ 599.39
201129901	UHL	2/14/2024	60183A	trouble shoot and repair AHU's at FHS	8102400219	\$ 522.08
201129902	UNITED TRUCK BODY	2/14/2024	S 10136	leaf springs	7602400054	\$ 1,588.21
201129902	UNITED TRUCK BODY	2/14/2024	W 7988	Replace rear rotor on bus 541	7602400056	\$ 947.74
	UNITED TRUCK BODY	2/14/2024	S 9399	Windshield#544 and marker light #543	7602400050	\$ 480.65
	UNITED TRUCK BODY	2/14/2024	W 7439	Snow plow and Sander Salter for Ford truck	8102400116	\$ 9,017.15
201129903	MIDCONTINENT COMMUNICATIONS	2/14/2024	3.74613E+13	ALC Internet	6052400054	\$ 238.18
201129904	Westom, Amara	2/14/2024	1/29/2024	AFTERCARE PROGRAM TIM EVERSON	0	\$ 100.00
	Westom, Amara	2/14/2024	2/12/2024	AFTERCARE PROGRAM TIM EVERSON	0	\$ 100.00
				SALON SERVICES		
202301084	Aviben	1/12/2024	20240112ADTSAID	Payroll accrual	0	\$ 140.75
	Aviben	1/12/2024	20240112ADTSAME	Payroll accrual	0	\$ 185.18
	Aviben	1/12/2024	20240112ADTSAME	Payroll accrual	0	\$ 92.59
	Aviben	1/12/2024	20240112ADTSASP	Payroll accrual	0	\$ 1,625.82
	Aviben	1/12/2024	20240112ADTSASP	Payroll accrual	0	\$ 97.37
	Aviben	1/12/2024	20240112ADTSECO	Payroll accrual	0	\$ 2,339.69
	Aviben	1/12/2024	20240112ADTSECO	Payroll accrual	0	\$ 266.18
	Aviben	1/12/2024	20240112ADTSFRA	Payroll accrual	0	\$ 1,098.14

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	Aviben	1/12/2024	20240112ADTSGRW	Payroll accrual	0	\$ 370.37
	Aviben	1/12/2024	20240112ADTSBOM	Payroll accrual	0	\$ 133.34
	Aviben	1/12/2024	20240112ADTSINV	Payroll accrual	0	\$ 814.60
	Aviben	1/12/2024	20240112ADTSMGT	Payroll accrual	0	\$ 231.58
	Aviben	1/12/2024	20240112ADTSSYM	Payroll accrual	0	\$ 150.00
	Aviben	1/12/2024	20240112ADTSVAL	Payroll accrual	0	\$ 2,526.60
	Aviben	1/12/2024	20240112ADTSVAL	Payroll accrual	0	\$ 124.45
	Aviben	1/12/2024	20240112ADTSVAN	Payroll accrual	0	\$ 2,824.66
	Aviben	1/12/2024	20240112AFTSAID	TSA Benefit	0	\$ 111.12
	Aviben	1/12/2024	20240112AFTSAME	TSA Benefit	0	\$ 185.18
	Aviben	1/12/2024	20240112AFTSAME	TSA Benefit	0	\$ 92.59
	Aviben	1/12/2024	20240112AFTSASP	TSA Benefit	0	\$ 444.33
	Aviben	1/12/2024	20240112AFTSASP	TSA Benefit	0	\$ 47.37
	Aviben	1/12/2024	20240112AFTSECO	TSA Benefit	0	\$ 1,421.90
	Aviben	1/12/2024	20240112AFTSECO	TSA Benefit	0	\$ 108.28
	Aviben	1/12/2024	20240112AFTSFRA	TSA Benefit	0	\$ 259.25
	Aviben	1/12/2024	20240112AFTSGRW	Payroll accrual	0	\$ 92.59
	Aviben	1/12/2024	20240112AFTSBOM	TSA Benefit	0	\$ 55.56
	Aviben	1/12/2024	20240112AFTSINV	TSA Benefits	0	\$ 418.05
202301084	Aviben	1/12/2024	20240112AFTSMGT	TSA Benefit	0	\$ 174.17
	Aviben	1/12/2024	20240112AFTSVAL	TSA Benefit	0	\$ 610.99
	Aviben	1/12/2024	20240112AFTSVAL	TSA Benefit	0	\$ 77.78
	Aviben	1/12/2024	20240112AFTSVAN	TSA Benefits	0	\$ 100.00
202301085	Empower Retirement	1/12/2024	20240112ADDEFECO	Payroll accrual	0	\$ 424.79
	Empower Retirement	1/12/2024	20240112ADDEFECO	Payroll accrual	0	\$ 5.00
	Empower Retirement	1/12/2024	20240112ADDEFECO	Payroll accrual	0	\$ 105.00
	Empower Retirement	1/12/2024	20240112ADG-457	Payroll accrual	0	\$ 34.21
	Empower Retirement	1/12/2024	20240112AFDEFM1	Deferred Comp 457 Benefit	0	\$ 49.41
	Empower Retirement	1/12/2024	20240112AFDEFM1	Deferred Comp 457 Benefit	0	\$ 34.21
	Empower Retirement	1/12/2024	20240112AFHCSP	HCSP	0	\$ 2,502.73
	Empower Retirement	1/12/2024	20240112AFHCSP	HCSP	0	\$ 24.23
	Empower Retirement	1/12/2024	20240112AFHCSP	HCSP	0	\$ 200.14
202301086	Internal Revenue Service	1/12/2024	20240112ADFICA	Payroll accrual	0	\$ 16,499.32

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	Internal Revenue Service	1/12/2024	20240112ADFICA	Payroll accrual	0	\$ 1,008.82
	Internal Revenue Service	1/12/2024	20240112ADFICA	Payroll accrual	0	\$ 449.16
	Internal Revenue Service	1/12/2024	20240112ADFTA	Payroll accrual	0	\$ 708.47
	Internal Revenue Service	1/12/2024	20240112ADFTA	Payroll accrual	0	\$ 25.00
	Internal Revenue Service	1/12/2024	20240112ADFTP	Payroll accrual	0	\$ 168.37
	Internal Revenue Service	1/12/2024	20240112ADFTX	Payroll accrual	0	\$ 18,569.40
	Internal Revenue Service	1/12/2024	20240112ADFTX	Payroll accrual	0	\$ 1,053.67
	Internal Revenue Service	1/12/2024	20240112ADFTX	Payroll accrual	0	\$ 206.28
	Internal Revenue Service	1/12/2024	20240112ADMDCR	Payroll accrual	0	\$ 3,858.77
	Internal Revenue Service	1/12/2024	20240112ADMDCR	Payroll accrual	0	\$ 235.94
	Internal Revenue Service	1/12/2024	20240112ADMDCR	Payroll accrual	0	\$ 105.06
	Internal Revenue Service	1/12/2024	20240112AFFICA	FICA Benefit	0	\$ 16,499.32
	Internal Revenue Service	1/12/2024	20240112AFFICA	FICA Benefit	0	\$ 1,008.82
	Internal Revenue Service	1/12/2024	20240112AFFICA	FICA Benefit	0	\$ 449.16
	Internal Revenue Service	1/12/2024	20240112AFMDCR	Medicare Benefit	0	\$ 3,858.77
	Internal Revenue Service	1/12/2024	20240112AFMDCR	Medicare Benefit	0	\$ 235.94
	Internal Revenue Service	1/12/2024	20240112AFMDCR	Medicare Benefit	0	\$ 105.06
202301087	MINNESOTA REVENUE	1/12/2024	20240112ADSITA	Payroll accrual	0	\$ 65.00
	MINNESOTA REVENUE	1/12/2024	20240112ADSITA	Payroll accrual	0	\$ 25.00
	MINNESOTA REVENUE	1/12/2024	20240112ADSITMN	Payroll accrual	0	\$ 9,367.55
	MINNESOTA REVENUE	1/12/2024	20240112ADSITMN	Payroll accrual	0	\$ 540.05
	MINNESOTA REVENUE	1/12/2024	20240112ADSITMN	Payroll accrual	0	\$ 136.20
202301087	MINNESOTA REVENUE	1/12/2024	20240112ADSITP	Payroll accrual	0	\$ 68.42
202301088	MN Teachers Retirement Associ.	1/12/2024	20240112ADTRAC	Payroll accrual	0	\$ 15,050.90
	MN Teachers Retirement Associ.	1/12/2024	20240112ADTRAC	Payroll accrual	0	\$ 810.64
	MN Teachers Retirement Associ.	1/12/2024	20240112ADTRAC	Payroll accrual	0	\$ 31.44
	MN Teachers Retirement Associ.	1/12/2024	20240112AFTRAC	TRA Benefit	0	\$ 16,992.90
	MN Teachers Retirement Associ.	1/12/2024	20240112AFTRAC	TRA Benefit	0	\$ 915.22
	MN Teachers Retirement Associ.	1/12/2024	20240112AFTRAC	TRA Benefit	0	\$ 35.50
202301089	Public Employees Retirement As	1/12/2024	20240112ADDCP	Payroll accrual	0	\$ 12.00
	Public Employees Retirement As	1/12/2024	20240112ADPERAC	Payroll accrual	0	\$ 5,055.32
	Public Employees Retirement As	1/12/2024	20240112ADPERAC	Payroll accrual	0	\$ 364.85
	Public Employees Retirement As	1/12/2024	20240112ADPERAC	Payroll accrual	0	\$ 458.71

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	Public Employees Retirement As	1/12/2024	20240112AFDCP	DCP Benefit	0	\$ 12.00
	Public Employees Retirement As	1/12/2024	20240112AFPERAC	PERA Benefit	0	\$ 5,833.07
	Public Employees Retirement As	1/12/2024	20240112AFPERAC	PERA Benefit	0	\$ 420.99
	Public Employees Retirement As	1/12/2024	20240112AFPERAC	PERA Benefit	0	\$ 529.27
202301094	Aviben	1/26/2024	20240126ADTSAID	Payroll accrual	0	\$ 140.75
	Aviben	1/26/2024	20240126ADTSAME	Payroll accrual	0	\$ 185.18
	Aviben	1/26/2024	20240126ADTSAME	Payroll accrual	0	\$ 92.59
	Aviben	1/26/2024	20240126ADTSASP	Payroll accrual	0	\$ 1,573.19
	Aviben	1/26/2024	20240126ADTSASP	Payroll accrual	0	\$ 50.00
	Aviben	1/26/2024	20240126ADTSECO	Payroll accrual	0	\$ 1,910.74
	Aviben	1/26/2024	20240126ADTSECO	Payroll accrual	0	\$ 231.97
	Aviben	1/26/2024	20240126ADTSFRA	Payroll accrual	0	\$ 1,098.14
	Aviben	1/26/2024	20240126ADTSGRW	Payroll accrual	0	\$ 370.37
	Aviben	1/26/2024	20240126ADTSHOM	Payroll accrual	0	\$ 133.34
	Aviben	1/26/2024	20240126ADTSINV	Payroll accrual	0	\$ 688.28
	Aviben	1/26/2024	20240126ADTSMGT	Payroll accrual	0	\$ 150.00
	Aviben	1/26/2024	20240126ADTSSYM	Payroll accrual	0	\$ 150.00
	Aviben	1/26/2024	20240126ADTSVAL	Payroll accrual	0	\$ 2,385.65
	Aviben	1/26/2024	20240126ADTSVAL	Payroll accrual	0	\$ 124.45
	Aviben	1/26/2024	20240126ADTSVAN	Payroll accrual	0	\$ 2,824.66
	Aviben	1/26/2024	20240126AFTSAID	TSA Benefit	0	\$ 111.12
	Aviben	1/26/2024	20240126AFTSAME	TSA Benefit	0	\$ 185.18
	Aviben	1/26/2024	20240126AFTSAME	TSA Benefit	0	\$ 92.59
	Aviben	1/26/2024	20240126AFTSASP	TSA Benefit	0	\$ 444.33
	Aviben	1/26/2024	20240126AFTSASP	TSA Benefit	0	\$ 47.37
202301094	Aviben	1/26/2024	20240126AFTSECO	TSA Benefit	0	\$ 1,421.90
	Aviben	1/26/2024	20240126AFTSECO	TSA Benefit	0	\$ 108.28
	Aviben	1/26/2024	20240126AFTSFRA	TSA Benefit	0	\$ 259.25
	Aviben	1/26/2024	20240126AFTSGRW	Payroll accrual	0	\$ 92.59
	Aviben	1/26/2024	20240126AFTSHOM	TSA Benefit	0	\$ 55.56
	Aviben	1/26/2024	20240126AFTSINV	TSA Benefits	0	\$ 418.05
	Aviben	1/26/2024	20240126AFTSMGT	TSA Benefit	0	\$ 174.17
	Aviben	1/26/2024	20240126AFTSVAL	TSA Benefit	0	\$ 610.99

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	Aviben	1/26/2024	20240126AFTSVAL	TSA Benefit	0	\$ 77.78
	Aviben	1/26/2024	20240126AFTSVAN	TSA Benefits	0	\$ 100.00
202301095	Empower Retirement	1/26/2024	20240126ADDEFECO	Payroll accrual	0	\$ 398.47
	Empower Retirement	1/26/2024	20240126ADDEFECO	Payroll accrual	0	\$ 5.00
	Empower Retirement	1/26/2024	20240126ADDEFECO	Payroll accrual	0	\$ 105.00
	Empower Retirement	1/26/2024	20240126AFDEFM1	Deferred Comp 457 Benefit	0	\$ 49.41
	Empower Retirement	1/26/2024	20240126AFDEFM1	Deferred Comp 457 Benefit	0	\$ 34.21
	Empower Retirement	1/26/2024	20240126AFHCSP	HCSP	0	\$ 2,502.73
	Empower Retirement	1/26/2024	20240126AFHCSP	HCSP	0	\$ 24.23
	Empower Retirement	1/26/2024	20240126AFHCSP	HCSP	0	\$ 200.14
202301096	Internal Revenue Service	1/26/2024	20240126ADFICA	Payroll accrual	0	\$ 21,443.95
	Internal Revenue Service	1/26/2024	20240126ADFICA	Payroll accrual	0	\$ 1,196.64
	Internal Revenue Service	1/26/2024	20240126ADFICA	Payroll accrual	0	\$ 711.92
	Internal Revenue Service	1/26/2024	20240126ADFTA	Payroll accrual	0	\$ 708.47
	Internal Revenue Service	1/26/2024	20240126ADFTA	Payroll accrual	0	\$ 25.00
	Internal Revenue Service	1/26/2024	20240126ADFTP	Payroll accrual	0	\$ 160.41
	Internal Revenue Service	1/26/2024	20240126ADFTX	Payroll accrual	0	\$ 32,917.20
	Internal Revenue Service	1/26/2024	20240126ADFTX	Payroll accrual	0	\$ 1,509.49
	Internal Revenue Service	1/26/2024	20240126ADFTX	Payroll accrual	0	\$ 562.03
	Internal Revenue Service	1/26/2024	20240126ADMDCR	Payroll accrual	0	\$ 5,015.14
	Internal Revenue Service	1/26/2024	20240126ADMDCR	Payroll accrual	0	\$ 279.87
	Internal Revenue Service	1/26/2024	20240126ADMDCR	Payroll accrual	0	\$ 166.49
	Internal Revenue Service	1/26/2024	20240126AFFICA	FICA Benefit	0	\$ 21,443.95
	Internal Revenue Service	1/26/2024	20240126AFFICA	FICA Benefit	0	\$ 1,196.64
	Internal Revenue Service	1/26/2024	20240126AFFICA	FICA Benefit	0	\$ 711.92
	Internal Revenue Service	1/26/2024	20240126AFMDCR	Medicare Benefit	0	\$ 5,015.14
	Internal Revenue Service	1/26/2024	20240126AFMDCR	Medicare Benefit	0	\$ 279.87
	Internal Revenue Service	1/26/2024	20240126AFMDCR	Medicare Benefit	0	\$ 166.49
202301097	MINNESOTA REVENUE	1/26/2024	20240126ADSITA	Payroll accrual	0	\$ 65.00
	MINNESOTA REVENUE	1/26/2024	20240126ADSITA	Payroll accrual	0	\$ 25.00
	MINNESOTA REVENUE	1/26/2024	20240126ADSITMN	Payroll accrual	0	\$ 14,346.68
	MINNESOTA REVENUE	1/26/2024	20240126ADSITMN	Payroll accrual	0	\$ 717.62
	MINNESOTA REVENUE	1/26/2024	20240126ADSITMN	Payroll accrual	0	\$ 304.54

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202301098	MN Teachers Retirement Associ.	1/26/2024	20240126ADTRAC	Payroll accrual	0	\$ 15,653.61
	MN Teachers Retirement Associ.	1/26/2024	20240126ADTRAC	Payroll accrual	0	\$ 803.47
	MN Teachers Retirement Associ.	1/26/2024	20240126ADTRAC	Payroll accrual	0	\$ 51.66
	MN Teachers Retirement Associ.	1/26/2024	20240126AFTRAC	TRA Benefit	0	\$ 17,673.34
	MN Teachers Retirement Associ.	1/26/2024	20240126AFTRAC	TRA Benefit	0	\$ 907.14
	MN Teachers Retirement Associ.	1/26/2024	20240126AFTRAC	TRA Benefit	0	\$ 58.32
202301099	Public Employees Retirement As	1/26/2024	20240126ADDCP	Payroll accrual	0	\$ 12.00
	Public Employees Retirement As	1/26/2024	20240126ADPERAC	Payroll accrual	0	\$ 8,860.96
	Public Employees Retirement As	1/26/2024	20240126ADPERAC	Payroll accrual	0	\$ 532.08
	Public Employees Retirement As	1/26/2024	20240126ADPERAC	Payroll accrual	0	\$ 690.83
	Public Employees Retirement As	1/26/2024	20240126AFDCP	DCP Benefit	0	\$ 12.00
	Public Employees Retirement As	1/26/2024	20240126AFPERAC	PERA Benefit	0	\$ 10,224.17
	Public Employees Retirement As	1/26/2024	20240126AFPERAC	PERA Benefit	0	\$ 613.94
	Public Employees Retirement As	1/26/2024	20240126AFPERAC	PERA Benefit	0	\$ 797.13
202301100	Aviben	1/26/2024	20240126BDTSAID	Payroll accrual	0	\$ (140.75)
	Aviben	1/26/2024	20240126BDTSAME	Payroll accrual	0	\$ (185.18)
	Aviben	1/26/2024	20240126BDTSAME	Payroll accrual	0	\$ (92.59)
	Aviben	1/26/2024	20240126BDTSASP	Payroll accrual	0	\$ (1,573.19)
	Aviben	1/26/2024	20240126BDTSASP	Payroll accrual	0	\$ (50.00)
	Aviben	1/26/2024	20240126BDTSECO	Payroll accrual	0	\$ (1,910.74)
	Aviben	1/26/2024	20240126BDTSECO	Payroll accrual	0	\$ (231.97)
	Aviben	1/26/2024	20240126BDTSFRA	Payroll accrual	0	\$ (1,098.14)
	Aviben	1/26/2024	20240126BDTSGRW	Payroll accrual	0	\$ (370.37)
	Aviben	1/26/2024	20240126BDTSHOM	Payroll accrual	0	\$ (133.34)
	Aviben	1/26/2024	20240126BDTSINV	Payroll accrual	0	\$ (688.28)
	Aviben	1/26/2024	20240126BDTSMGT	Payroll accrual	0	\$ (150.00)
	Aviben	1/26/2024	20240126BDTSSYM	Payroll accrual	0	\$ (150.00)
	Aviben	1/26/2024	20240126BDTSVAL	Payroll accrual	0	\$ (2,385.65)
	Aviben	1/26/2024	20240126BDTSVAL	Payroll accrual	0	\$ (124.45)
	Aviben	1/26/2024	20240126BDTSVAN	Payroll accrual	0	\$ (2,824.66)
	Aviben	1/26/2024	20240126BFTSAID	TSA Benefit	0	\$ (111.12)
202301100	Aviben	1/26/2024	20240126BFTSAME	TSA Benefit	0	\$ (185.18)
	Aviben	1/26/2024	20240126BFTSAME	TSA Benefit	0	\$ (92.59)

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	Aviben	1/26/2024	20240126BFTSASP	TSA Benefit	0	\$ (444.33)
	Aviben	1/26/2024	20240126BFTSASP	TSA Benefit	0	\$ (47.37)
	Aviben	1/26/2024	20240126BFTSECO	TSA Benefit	0	\$ (1,421.90)
	Aviben	1/26/2024	20240126BFTSECO	TSA Benefit	0	\$ (108.28)
	Aviben	1/26/2024	20240126BFTSFRA	TSA Benefit	0	\$ (259.25)
	Aviben	1/26/2024	20240126BFTSGRW	Payroll accrual	0	\$ (92.59)
	Aviben	1/26/2024	20240126BFTSHOM	TSA Benefit	0	\$ (55.56)
	Aviben	1/26/2024	20240126BFTSINV	TSA Benefits	0	\$ (418.05)
	Aviben	1/26/2024	20240126BFTSMGT	TSA Benefit	0	\$ (174.17)
	Aviben	1/26/2024	20240126BFTSVAL	TSA Benefit	0	\$ (610.99)
	Aviben	1/26/2024	20240126BFTSVAL	TSA Benefit	0	\$ (77.78)
	Aviben	1/26/2024	20240126BFTSVAN	TSA Benefits	0	\$ (100.00)
202301101	Empower Retirement	1/26/2024	20240126BDDEFECO	Payroll accrual	0	\$ (398.47)
	Empower Retirement	1/26/2024	20240126BDDEFECO	Payroll accrual	0	\$ (5.00)
	Empower Retirement	1/26/2024	20240126BDDEFECO	Payroll accrual	0	\$ (105.00)
	Empower Retirement	1/26/2024	20240126BFDEFM1	Deferred Comp 457 Benefit	0	\$ (49.41)
	Empower Retirement	1/26/2024	20240126BFDEFM1	Deferred Comp 457 Benefit	0	\$ (34.21)
	Empower Retirement	1/26/2024	20240126BFHCSP	HCSP	0	\$ (2,502.73)
	Empower Retirement	1/26/2024	20240126BFHCSP	HCSP	0	\$ (24.23)
	Empower Retirement	1/26/2024	20240126BFHCSP	HCSP	0	\$ (200.14)
202301102	Internal Revenue Service	1/26/2024	20240126BDFICA	Payroll accrual	0	\$ (21,443.95)
	Internal Revenue Service	1/26/2024	20240126BDFICA	Payroll accrual	0	\$ (1,196.64)
	Internal Revenue Service	1/26/2024	20240126BDFICA	Payroll accrual	0	\$ (711.92)
	Internal Revenue Service	1/26/2024	20240126BDFTA	Payroll accrual	0	\$ (708.47)
	Internal Revenue Service	1/26/2024	20240126BDFTA	Payroll accrual	0	\$ (25.00)
	Internal Revenue Service	1/26/2024	20240126BDFTP	Payroll accrual	0	\$ (160.41)
	Internal Revenue Service	1/26/2024	20240126BDFTX	Payroll accrual	0	\$ (32,917.20)
	Internal Revenue Service	1/26/2024	20240126BDFTX	Payroll accrual	0	\$ (1,509.49)
	Internal Revenue Service	1/26/2024	20240126BDFTX	Payroll accrual	0	\$ (562.03)
	Internal Revenue Service	1/26/2024	20240126BDMDCR	Payroll accrual	0	\$ (5,015.14)
	Internal Revenue Service	1/26/2024	20240126BDMDCR	Payroll accrual	0	\$ (279.87)
	Internal Revenue Service	1/26/2024	20240126BDMDCR	Payroll accrual	0	\$ (166.49)
	Internal Revenue Service	1/26/2024	20240126BFFICA	FICA Benefit	0	\$ (21,443.95)

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	Internal Revenue Service	1/26/2024	20240126BFFICA	FICA Benefit	0	\$ (1,196.64)
	Internal Revenue Service	1/26/2024	20240126BFFICA	FICA Benefit	0	\$ (711.92)
202301102	Internal Revenue Service	1/26/2024	20240126BFMDCR	Medicare Benefit	0	\$ (5,015.14)
	Internal Revenue Service	1/26/2024	20240126BFMDCR	Medicare Benefit	0	\$ (279.87)
	Internal Revenue Service	1/26/2024	20240126BFMDCR	Medicare Benefit	0	\$ (166.49)
202301103	MINNESOTA REVENUE	1/26/2024	20240126BDSITA	Payroll accrual	0	\$ (65.00)
	MINNESOTA REVENUE	1/26/2024	20240126BDSITA	Payroll accrual	0	\$ (25.00)
	MINNESOTA REVENUE	1/26/2024	20240126BDSITMN	Payroll accrual	0	\$ (14,346.68)
	MINNESOTA REVENUE	1/26/2024	20240126BDSITMN	Payroll accrual	0	\$ (717.62)
	MINNESOTA REVENUE	1/26/2024	20240126BDSITMN	Payroll accrual	0	\$ (304.54)
202301104	MN Teachers Retirement Associ.	1/26/2024	20240126BDTRAC	Payroll accrual	0	\$ (15,653.61)
	MN Teachers Retirement Associ.	1/26/2024	20240126BDTRAC	Payroll accrual	0	\$ (803.47)
	MN Teachers Retirement Associ.	1/26/2024	20240126BDTRAC	Payroll accrual	0	\$ (51.66)
	MN Teachers Retirement Associ.	1/26/2024	20240126BFTRAC	TRA Benefit	0	\$ (17,673.34)
	MN Teachers Retirement Associ.	1/26/2024	20240126BFTRAC	TRA Benefit	0	\$ (907.14)
	MN Teachers Retirement Associ.	1/26/2024	20240126BFTRAC	TRA Benefit	0	\$ (58.32)
202301105	Public Employees Retirement As	1/26/2024	20240126BDDCP	Payroll accrual	0	\$ (12.00)
	Public Employees Retirement As	1/26/2024	20240126BDPERAC	Payroll accrual	0	\$ (8,860.96)
	Public Employees Retirement As	1/26/2024	20240126BDPERAC	Payroll accrual	0	\$ (532.08)
	Public Employees Retirement As	1/26/2024	20240126BDPERAC	Payroll accrual	0	\$ (690.83)
	Public Employees Retirement As	1/26/2024	20240126BFDCP	DCP Benefit	0	\$ (12.00)
	Public Employees Retirement As	1/26/2024	20240126BFPERAC	PERA Benefit	0	\$ (10,224.17)
	Public Employees Retirement As	1/26/2024	20240126BFPERAC	PERA Benefit	0	\$ (613.94)
	Public Employees Retirement As	1/26/2024	20240126BFPERAC	PERA Benefit	0	\$ (797.13)
202301106	Aviben	1/26/2024	20240126CFTSASP	TSA Benefit	0	\$ 444.33
	Aviben	1/26/2024	20240126CFTSASP	TSA Benefit	0	\$ 47.37
	Aviben	1/26/2024	20240126CFTSECO	TSA Benefit	0	\$ 1,421.90
	Aviben	1/26/2024	20240126CFTSECO	TSA Benefit	0	\$ 108.28
	Aviben	1/26/2024	20240126CFTSFRA	TSA Benefit	0	\$ 259.25
	Aviben	1/26/2024	20240126CFTSGRW	Payroll accrual	0	\$ 92.59
	Aviben	1/26/2024	20240126CFTSHOM	TSA Benefit	0	\$ 55.56
	Aviben	1/26/2024	20240126CFTSINV	TSA Benefits	0	\$ 418.05
	Aviben	1/26/2024	20240126CFTSMGT	TSA Benefit	0	\$ 174.17

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	Aviben	1/26/2024	20240126CFTSVAL	TSA Benefit	0	\$ 610.99
	Aviben	1/26/2024	20240126CFTSVAL	TSA Benefit	0	\$ 77.78
	Aviben	1/26/2024	20240126CFTSVAN	TSA Benefits	0	\$ 100.00
	Aviben	1/26/2024	20240126CDTSAID	Payroll accrual	0	\$ 140.75
202301106	Aviben	1/26/2024	20240126CDTSAME	Payroll accrual	0	\$ 185.18
	Aviben	1/26/2024	20240126CDTSAME	Payroll accrual	0	\$ 92.59
	Aviben	1/26/2024	20240126CDTSASP	Payroll accrual	0	\$ 1,573.19
	Aviben	1/26/2024	20240126CDTSASP	Payroll accrual	0	\$ 50.00
	Aviben	1/26/2024	20240126CDTSECO	Payroll accrual	0	\$ 1,910.74
	Aviben	1/26/2024	20240126CDTSECO	Payroll accrual	0	\$ 231.97
	Aviben	1/26/2024	20240126CDTSFRA	Payroll accrual	0	\$ 1,098.14
	Aviben	1/26/2024	20240126CDTSGRW	Payroll accrual	0	\$ 370.37
	Aviben	1/26/2024	20240126CDTSHOM	Payroll accrual	0	\$ 133.34
	Aviben	1/26/2024	20240126CDTSINV	Payroll accrual	0	\$ 688.28
	Aviben	1/26/2024	20240126CDTSMGT	Payroll accrual	0	\$ 150.00
	Aviben	1/26/2024	20240126CDTSSYM	Payroll accrual	0	\$ 150.00
	Aviben	1/26/2024	20240126CDTSVAL	Payroll accrual	0	\$ 2,385.65
	Aviben	1/26/2024	20240126CDTSVAL	Payroll accrual	0	\$ 124.45
	Aviben	1/26/2024	20240126CDTSVAN	Payroll accrual	0	\$ 2,824.66
	Aviben	1/26/2024	20240126CFTSAID	TSA Benefit	0	\$ 111.12
	Aviben	1/26/2024	20240126CFTSAME	TSA Benefit	0	\$ 185.18
	Aviben	1/26/2024	20240126CFTSAME	TSA Benefit	0	\$ 92.59
202301107	Empower Retirement	1/26/2024	20240126CDDEFECO	Payroll accrual	0	\$ 398.47
	Empower Retirement	1/26/2024	20240126CDDEFECO	Payroll accrual	0	\$ 5.00
	Empower Retirement	1/26/2024	20240126CDDEFECO	Payroll accrual	0	\$ 105.00
	Empower Retirement	1/26/2024	20240126CFDEFM1	Deferred Comp 457 Benefit	0	\$ 49.41
	Empower Retirement	1/26/2024	20240126CFDEFM1	Deferred Comp 457 Benefit	0	\$ 34.21
	Empower Retirement	1/26/2024	20240126CFHCSP	HCSP	0	\$ 2,502.73
	Empower Retirement	1/26/2024	20240126CFHCSP	HCSP	0	\$ 24.23
	Empower Retirement	1/26/2024	20240126CFHCSP	HCSP	0	\$ 200.14
202301108	Internal Revenue Service	1/26/2024	20240126CDFICA	Payroll accrual	0	\$ 18,432.44
	Internal Revenue Service	1/26/2024	20240126CDFICA	Payroll accrual	0	\$ 1,131.65
	Internal Revenue Service	1/26/2024	20240126CDFICA	Payroll accrual	0	\$ 711.92

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	Internal Revenue Service	1/26/2024	20240126CDFTA	Payroll accrual	0	\$ 708.47
	Internal Revenue Service	1/26/2024	20240126CDFTA	Payroll accrual	0	\$ 25.00
	Internal Revenue Service	1/26/2024	20240126CDFTP	Payroll accrual	0	\$ 160.41
	Internal Revenue Service	1/26/2024	20240126CDFTX	Payroll accrual	0	\$ 20,626.45
	Internal Revenue Service	1/26/2024	20240126CDFTX	Payroll accrual	0	\$ 1,183.94
	Internal Revenue Service	1/26/2024	20240126CDFTX	Payroll accrual	0	\$ 562.03
	Internal Revenue Service	1/26/2024	20240126CDMDCR	Payroll accrual	0	\$ 4,310.84
	Internal Revenue Service	1/26/2024	20240126CDMDCR	Payroll accrual	0	\$ 264.67
202301108	Internal Revenue Service	1/26/2024	20240126CDMDCR	Payroll accrual	0	\$ 166.49
	Internal Revenue Service	1/26/2024	20240126CFFICA	FICA Benefit	0	\$ 18,432.44
	Internal Revenue Service	1/26/2024	20240126CFFICA	FICA Benefit	0	\$ 1,131.65
	Internal Revenue Service	1/26/2024	20240126CFFICA	FICA Benefit	0	\$ 711.92
	Internal Revenue Service	1/26/2024	20240126CFMDCR	Medicare Benefit	0	\$ 4,310.84
	Internal Revenue Service	1/26/2024	20240126CFMDCR	Medicare Benefit	0	\$ 264.67
	Internal Revenue Service	1/26/2024	20240126CFMDCR	Medicare Benefit	0	\$ 166.49
202301109	MINNESOTA REVENUE	1/26/2024	20240126CDSITA	Payroll accrual	0	\$ 65.00
	MINNESOTA REVENUE	1/26/2024	20240126CDSITA	Payroll accrual	0	\$ 25.00
	MINNESOTA REVENUE	1/26/2024	20240126CDSITMN	Payroll accrual	0	\$ 10,557.22
	MINNESOTA REVENUE	1/26/2024	20240126CDSITMN	Payroll accrual	0	\$ 631.52
	MINNESOTA REVENUE	1/26/2024	20240126CDSITMN	Payroll accrual	0	\$ 304.54
202301110	MN Teachers Retirement Associ.	1/26/2024	20240126CDTRAC	Payroll accrual	0	\$ 15,653.61
	MN Teachers Retirement Associ.	1/26/2024	20240126CDTRAC	Payroll accrual	0	\$ 803.47
	MN Teachers Retirement Associ.	1/26/2024	20240126CDTRAC	Payroll accrual	0	\$ 51.66
	MN Teachers Retirement Associ.	1/26/2024	20240126CFTRAC	TRA Benefit	0	\$ 17,673.34
	MN Teachers Retirement Associ.	1/26/2024	20240126CFTRAC	TRA Benefit	0	\$ 907.14
	MN Teachers Retirement Associ.	1/26/2024	20240126CFTRAC	TRA Benefit	0	\$ 58.32
202301111	Public Employees Retirement As	1/26/2024	20240126CDDCP	Payroll accrual	0	\$ 12.00
	Public Employees Retirement As	1/26/2024	20240126CDPERAC	Payroll accrual	0	\$ 6,128.15
	Public Employees Retirement As	1/26/2024	20240126CDPERAC	Payroll accrual	0	\$ 463.93
	Public Employees Retirement As	1/26/2024	20240126CDPERAC	Payroll accrual	0	\$ 690.83
	Public Employees Retirement As	1/26/2024	20240126CFDCP	DCP Benefit	0	\$ 12.00
	Public Employees Retirement As	1/26/2024	20240126CFPERAC	PERA Benefit	0	\$ 7,070.91
	Public Employees Retirement As	1/26/2024	20240126CFPERAC	PERA Benefit	0	\$ 535.32

Payables Summary  
February 20, 2024

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	Public Employees Retirement As	1/26/2024	20240126CFPERAC	PERA Benefit	0	\$ 797.13
202301112	Aviben	2/9/2024	20240209ADTSAID	Payroll accrual	0	\$ 140.75
	Aviben	2/9/2024	20240209ADTSAME	Payroll accrual	0	\$ 185.18
	Aviben	2/9/2024	20240209ADTSAME	Payroll accrual	0	\$ 92.59
	Aviben	2/9/2024	20240209ADTSASP	Payroll accrual	0	\$ 1,625.82
	Aviben	2/9/2024	20240209ADTSASP	Payroll accrual	0	\$ 97.37
	Aviben	2/9/2024	20240209ADTSECO	Payroll accrual	0	\$ 2,339.69
	Aviben	2/9/2024	20240209ADTSECO	Payroll accrual	0	\$ 266.18
	Aviben	2/9/2024	20240209ADTSFRA	Payroll accrual	0	\$ 1,098.14
	Aviben	2/9/2024	20240209ADTSGRW	Payroll accrual	0	\$ 370.37
202301112	Aviben	2/9/2024	20240209ADTSHOM	Payroll accrual	0	\$ 133.34
	Aviben	2/9/2024	20240209ADTSINV	Payroll accrual	0	\$ 814.60
	Aviben	2/9/2024	20240209ADTSMGT	Payroll accrual	0	\$ 231.58
	Aviben	2/9/2024	20240209ADTSSYM	Payroll accrual	0	\$ 150.00
	Aviben	2/9/2024	20240209ADTSVAL	Payroll accrual	0	\$ 2,526.60
	Aviben	2/9/2024	20240209ADTSVAL	Payroll accrual	0	\$ 124.45
	Aviben	2/9/2024	20240209ADTSVAN	Payroll accrual	0	\$ 2,824.66
	Aviben	2/9/2024	20240209AFTSAID	TSA Benefit	0	\$ 111.12
	Aviben	2/9/2024	20240209AFTSAME	TSA Benefit	0	\$ 185.18
	Aviben	2/9/2024	20240209AFTSAME	TSA Benefit	0	\$ 92.59
	Aviben	2/9/2024	20240209AFTSASP	TSA Benefit	0	\$ 444.33
	Aviben	2/9/2024	20240209AFTSASP	TSA Benefit	0	\$ 47.37
	Aviben	2/9/2024	20240209AFTSECO	TSA Benefit	0	\$ 1,421.90
	Aviben	2/9/2024	20240209AFTSECO	TSA Benefit	0	\$ 108.28
	Aviben	2/9/2024	20240209AFTSFRA	TSA Benefit	0	\$ 259.25
	Aviben	2/9/2024	20240209AFTSGRW	Payroll accrual	0	\$ 92.59
	Aviben	2/9/2024	20240209AFTSHOM	TSA Benefit	0	\$ 55.56
	Aviben	2/9/2024	20240209AFTSINV	TSA Benefits	0	\$ 418.05
	Aviben	2/9/2024	20240209AFTSMGT	TSA Benefit	0	\$ 174.17
	Aviben	2/9/2024	20240209AFTSVAL	TSA Benefit	0	\$ 610.99
	Aviben	2/9/2024	20240209AFTSVAL	TSA Benefit	0	\$ 77.78
	Aviben	2/9/2024	20240209AFTSVAN	TSA Benefits	0	\$ 100.00
202301113	Empower Retirement	2/9/2024	20240209ADDEFECO	Payroll accrual	0	\$ 424.79

Payables Summary  
February 20, 2024

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	Empower Retirement	2/9/2024	20240209ADDEFECO	Payroll accrual	0	\$ 5.00
	Empower Retirement	2/9/2024	20240209ADDEFECO	Payroll accrual	0	\$ 105.00
	Empower Retirement	2/9/2024	20240209ADG-457	Payroll accrual	0	\$ 34.21
	Empower Retirement	2/9/2024	20240209AFDEFM1	Deferred Comp 457 Benefit	0	\$ 49.41
	Empower Retirement	2/9/2024	20240209AFDEFM1	Deferred Comp 457 Benefit	0	\$ 34.21
	Empower Retirement	2/9/2024	20240209AFHCSP	HCSP	0	\$ 2,502.73
	Empower Retirement	2/9/2024	20240209AFHCSP	HCSP	0	\$ 24.23
	Empower Retirement	2/9/2024	20240209AFHCSP	HCSP	0	\$ 200.14
202301114	Internal Revenue Service	2/9/2024	20240209ADFICA	Payroll accrual	0	\$ 17,800.13
	Internal Revenue Service	2/9/2024	20240209ADFICA	Payroll accrual	0	\$ 1,107.70
	Internal Revenue Service	2/9/2024	20240209ADFICA	Payroll accrual	0	\$ 718.08
	Internal Revenue Service	2/9/2024	20240209ADFTA	Payroll accrual	0	\$ 758.47
	Internal Revenue Service	2/9/2024	20240209ADFTA	Payroll accrual	0	\$ 25.00
	Internal Revenue Service	2/9/2024	20240209ADFTX	Payroll accrual	0	\$ 19,955.10
202301114	Internal Revenue Service	2/9/2024	20240209ADFTX	Payroll accrual	0	\$ 1,176.06
	Internal Revenue Service	2/9/2024	20240209ADFTX	Payroll accrual	0	\$ 567.41
	Internal Revenue Service	2/9/2024	20240209ADMDCR	Payroll accrual	0	\$ 4,162.96
	Internal Revenue Service	2/9/2024	20240209ADMDCR	Payroll accrual	0	\$ 259.06
	Internal Revenue Service	2/9/2024	20240209ADMDCR	Payroll accrual	0	\$ 167.94
	Internal Revenue Service	2/9/2024	20240209AFFICA	FICA Benefit	0	\$ 17,800.13
	Internal Revenue Service	2/9/2024	20240209AFFICA	FICA Benefit	0	\$ 1,107.70
	Internal Revenue Service	2/9/2024	20240209AFFICA	FICA Benefit	0	\$ 718.08
	Internal Revenue Service	2/9/2024	20240209AFMDCR	Medicare Benefit	0	\$ 4,162.96
	Internal Revenue Service	2/9/2024	20240209AFMDCR	Medicare Benefit	0	\$ 259.06
	Internal Revenue Service	2/9/2024	20240209AFMDCR	Medicare Benefit	0	\$ 167.94
202301115	MINNESOTA REVENUE	2/9/2024	20240209ADSITA	Payroll accrual	0	\$ 65.00
	MINNESOTA REVENUE	2/9/2024	20240209ADSITA	Payroll accrual	0	\$ 25.00
	MINNESOTA REVENUE	2/9/2024	20240209ADSITMN	Payroll accrual	0	\$ 10,313.87
	MINNESOTA REVENUE	2/9/2024	20240209ADSITMN	Payroll accrual	0	\$ 610.36
	MINNESOTA REVENUE	2/9/2024	20240209ADSITMN	Payroll accrual	0	\$ 322.02
202301116	MN Teachers Retirement Associ.	2/9/2024	20240209ADTRAC	Payroll accrual	0	\$ 15,225.89
	MN Teachers Retirement Associ.	2/9/2024	20240209ADTRAC	Payroll accrual	0	\$ 803.47
	MN Teachers Retirement Associ.	2/9/2024	20240209ADTRAC	Payroll accrual	0	\$ 56.15

Payables Summary  
February 20, 2024

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	MN Teachers Retirement Associ.	2/9/2024	20240209AFTRAC	TRA Benefit	0	\$ 17,190.41
	MN Teachers Retirement Associ.	2/9/2024	20240209AFTRAC	TRA Benefit	0	\$ 907.14
	MN Teachers Retirement Associ.	2/9/2024	20240209AFTRAC	TRA Benefit	0	\$ 63.39
202301117	Public Employees Retirement As	2/9/2024	20240209ADDCP	Payroll accrual	0	\$ 12.00
	Public Employees Retirement As	2/9/2024	20240209ADPERAC	Payroll accrual	0	\$ 6,349.37
	Public Employees Retirement As	2/9/2024	20240209ADPERAC	Payroll accrual	0	\$ 487.39
	Public Employees Retirement As	2/9/2024	20240209ADPERAC	Payroll accrual	0	\$ 697.11
	Public Employees Retirement As	2/9/2024	20240209AFDCP	DCP Benefit	0	\$ 12.00
	Public Employees Retirement As	2/9/2024	20240209AFPERAC	PERA Benefit	0	\$ 7,326.25
	Public Employees Retirement As	2/9/2024	20240209AFPERAC	PERA Benefit	0	\$ 562.35
	Public Employees Retirement As	2/9/2024	20240209AFPERAC	PERA Benefit	0	\$ 804.35
202301118- 202301281	BMO	2/3/2024		See detailed C/C report		\$ 31,352.58
232423064	Anderson, Nicholas	1/19/2024	G Hockey 01-04-24	G Hockey Official vs Duluth Northern Star 01-04-2024	0	\$ 110.00
	Anderson, Nicholas	1/19/2024	G Hockey 01-04-24	G Hockey Official vs Duluth Northern Star 01-04-2024	0	\$ 85.00
232423065	Blais, TRAVIS	1/19/2024	B Hockey 01-06-24	B Hockey JV Official vs Proctor 01-06-2024	0	\$ 85.00
232423066	Madison National Life	1/19/2024	1603910	Life & LTD	0	\$ 6,585.08
232423067	AFSCME Council 65	1/26/2024	20240126ADAFS%	Payroll accrual	0	\$ 876.13
	AFSCME Council 65	1/26/2024	20240126ADAFS%	Payroll accrual	0	\$ 325.98
	AFSCME Council 65	1/26/2024	20240126ADAFS%	Payroll accrual	0	\$ 21.66
	AFSCME Council 65	1/26/2024	20240126ADAFSLC	Payroll accrual	0	\$ 14.63
	AFSCME Council 65	1/26/2024	20240126ADAFSLC	Payroll accrual	0	\$ 8.00
	AFSCME Council 65	1/26/2024	20240126ADAFSLC	Payroll accrual	0	\$ 0.37
	AFSCME Council 65	1/26/2024	20240126BDAFS%	Payroll accrual	0	\$ (876.13)
	AFSCME Council 65	1/26/2024	20240126BDAFS%	Payroll accrual	0	\$ (325.98)
	AFSCME Council 65	1/26/2024	20240126BDAFS%	Payroll accrual	0	\$ (21.66)
	AFSCME Council 65	1/26/2024	20240126BDAFSLC	Payroll accrual	0	\$ (14.63)
	AFSCME Council 65	1/26/2024	20240126BDAFSLC	Payroll accrual	0	\$ (8.00)
	AFSCME Council 65	1/26/2024	20240126BDAFSLC	Payroll accrual	0	\$ (0.37)
	AFSCME Council 65	1/26/2024	20240126CDAFS%	Payroll accrual	0	\$ 876.13

Payables Summary  
February 20, 2024

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	AFSCME Council 65	1/26/2024	20240126CDAFS%	Payroll accrual	0	\$ 325.98
	AFSCME Council 65	1/26/2024	20240126CDAFS%	Payroll accrual	0	\$ 21.66
	AFSCME Council 65	1/26/2024	20240126CDAFSLC	Payroll accrual	0	\$ 14.63
	AFSCME Council 65	1/26/2024	20240126CDAFSLC	Payroll accrual	0	\$ 8.00
	AFSCME Council 65	1/26/2024	20240126CDAFSLC	Payroll accrual	0	\$ 0.37
232423068	Anderson, Nicholas	1/31/2024	B Hockey 01-12-24	B Hockey Lineman V vs St Paul Johnson 01-12-24	0	\$ 85.00
232423069	Blais, TRAVIS	1/31/2024	B Hockey 01-12-24	B Hockey Official V vs St Paul Johnson	0	\$ 110.00
	Blais, TRAVIS	1/31/2024	G Hockey 01-20-24	G Hockey official	0	\$ 110.00
	Blais, TRAVIS	1/31/2024	G Hockey 01-20-24	G Hockey official	0	\$ 85.00
232423070	Blais, TRAVIS	2/13/2024	G &B Hockey Official	G and B Hockey official	0	\$ 85.00
	Blais, TRAVIS	2/13/2024	G &B Hockey Official	G and B Hockey official	0	\$ 85.00
	Blais, TRAVIS	2/13/2024	G &B Hockey Official	G and B Hockey official	0	\$ 110.00
	Blais, TRAVIS	2/13/2024	G &B Hockey Official	G and B Hockey official	0	\$ 85.00
	Blais, TRAVIS	2/13/2024	G &B Hockey Official	G and B Hockey official	0	\$ 110.00
	Blais, TRAVIS	2/13/2024	G &B Hockey Official	G and B Hockey official	0	\$ 85.00
	Blais, TRAVIS	2/13/2024	B Hockey 02-06-24	B Hockey Official V vs Red Lake Falls 02-06-0-24	0	\$ 110.00
232423071	Balaski, Jenesa	2/14/2024	ERIN20240124A	8/29/2023-1/23/2024 Mileage to Elementary School and Radio Station for KAPE	0	\$ 11.92
	Balaski, Jenesa	2/14/2024	ERIN20240212A	9/6/2023-12/29/2023 Student Council mileage reimbursement for activities, fundraisers and treats for meetings.	0	\$ 15.98
	Balaski, Jenesa	2/14/2024	ERIN20240212B	1/1/2024-2/9/2024 Student Council mileage reimbursement for activities, pep fest supplies and meetings.	0	\$ 8.58
232423072	Benedix Obermaier, Kari	2/14/2024	111623	DOT physical (school bus license)	0	\$ 100.00

Payables Summary  
February 20, 2024

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
232423073	Carney, Justin	2/14/2024	ERIN20240111A	12/1/2023-12/23/2023 Travel between school buildings.	0	\$ 35.88
232423074	Crosby, Jessica	2/14/2024	11124	MSBA Convention Stipend	0	\$ 250.00
232423075	Hall, Jayde	2/14/2024	20324	reimbursement for van fuel purchase for speech meet	0	\$ 41.02
232423076	Johnson, Dale	2/14/2024	11124	MSBA Convention Stipend	0	\$ 250.00
232423077	Korpi, Toni	2/14/2024	11124	MSBA Convention Stipend	0	\$ 250.00
232423078	Sather, Tina	2/14/2024	11124	MSBA Convention Stipend	0	\$ 250.00
232423079	Skogstad-Ditsch, Roxanne	2/14/2024	11124	MSBA Convention Stipend	0	\$ 250.00
232423079	Skogstad-Ditsch, Roxanne	2/14/2024	011124B	meals and uber	0	\$ 73.87
232423080	Steele, Eugene	2/14/2024	21024	reimbursement for bridge fee boys hockey	0	\$ 16.00
232423081	Tate, Melissa	2/14/2024	ERIN20240124A	7/1/2023-12/31/2023 Cell Phone	0	\$ 450.00
232423082	Vellieux, Melissa	2/14/2024	12924	mileage reimbursement 9/5/23-1/12/24	0	\$ 121.40
232423083	Willett, Elizabeth	2/14/2024	ERIN20240214A	1/1/2024-1/31/2024 Milegae for travel	0	\$ 21.15
232423084	Bennett, Kendra	2/14/2024	ERIN20240202A	1/1/2024-1/31/2024 travel to and from bank	0	\$ 40.97
232423085	Christianson, Rosa	2/14/2024	ERIN20240205A	1/4/2024-1/30/2024 Mileage Reimbursement FHS-FES and back	0	\$ 4.69
232423086	Cowman, Maria	2/14/2024	ERIN20240206A	1/1/2024-1/31/2024 Daily Mileage to and from the ALC.	0	\$ 24.79
232423087	Holt, Thomas	2/14/2024	ERIN20240129A	7/1/2023-12/31/2023 Transportation Cell phone use reimbursement	0	\$ 450.00
232423088	Peterson, Paul	2/14/2024	ERIN20240208A	1/1/2024-1/31/2024 Homebased Library	0	\$ 13.40
232423089	Wilson, June	2/14/2024	ERIN20240201A	1/3/2024-1/31/2024 Transport between buildings	0	\$ 23.85
<b>Total</b>						<b>\$ 928,965.95</b>

**SPECIAL MEETING MINUTES OF THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NO. 361  
Monday, January 8, 2023 at 5:15 p.m.  
FHS Library**

**Call to Order**

Present with voting rights: Jessica Crosby, Tina Sather, Roxanne Skogstad-Ditsch, JoAnne Smith, Dale Johnson, Toni Korpi, and Bruce Raboin

Present: 7, Absent: 0.

Non-Voting Members Present: Kevin Grover, Superintendent

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, Dale Johnson: Yea, Toni Korpi: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea

Yea: 7, Nay: 0

**Consent Agenda:**

Approve the Consent Agenda as presented. Motion by Jessica Crosby, then second by Tina Sather. Motion Carried.

Jessica Crosby: Yea, Dale Johnson: Yea, Toni Korpi: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea

Yea: 7, Nay: 0

1. Approve the hire of Jennifer Erickson as Payroll / Benefits Coordinator effective February 20, 2024.

**Working Session for Referendum:**

Board discussion with Nexus and Superintendent in regards to: 1. Date of Referendum (August or November); 2. Timeline for advocacy based on date of referendum; 3. Solar update; 4. Other grants or businesses to approach to expand scope of projects; 5. Gender Neutral Restroom Grant.

**Adjournment**

1. Motion by Dale Johnson, then second by Toni Korpi to adjourn meeting at 6:45 pm. Motion Carried.

Jessica Crosby: Yea, Dale Johnson: Yea, Toni Korpi: 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

**REGULAR MEETING MINUTES OF THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NO. 361  
Monday, January 16, 2023 at 5:15 p.m.  
FHS Library**

**Call to Order**

Present with voting rights: Jessica Crosby, Tina Sather, Roxanne Skogstad-Ditsch, JoAnne Smith, Dale Johnson, and Toni Korpi. Absent: Bruce Raboin

Present: 6, Absent: 1.

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

Pledge of Allegiance

**Approval of Agenda**

1. Approve agenda as presented with removal of closed session and move election of officers and set board committees to end of agenda order. Motion by Tina Sather, then second by Dale Johnson.

Motion Carried.

Bruce Raboin: Absent, Jessica Crosby: Yea, Dale Johnson: Yea, Toni Korpi: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea

Yea: 6, Nay: 0, Absent: 1

**Open Forum**

1. Elk's Student's of the Month: Karsen Korpi and Christian Ramsay
2. Public Open Forum: Bob DeGross – Welcome Community Initiative Rotary

**Audit Presentation**

1. Receive the fiscal year 2023 Audit Presentation and Financial Report from Mary Reedy, Principal for State and Local Government with CLA.

**Presentation:**

1. Superintendent Grover gave presentation from the Northland Special Education Cooperative regarding their new building proposal for action in February.

**Committee and Administrative Reports**

1. Mitch Erickson, Student Representative: gave program update on past and upcoming events.
2. Melissa Tate, Elementary Principal: Report given by Tim Everson; recap of enrollment and events.
3. Tim Everson, Secondary Principal: Enrollment and upcoming events.
4. Kevin Grover, Superintendent: goals update; budget discussion starting Feb 20<sup>th</sup> regular meeting; set special meeting Feb 26<sup>th</sup> budget meeting, March 18<sup>th</sup> regular meeting, set March 26<sup>th</sup> special meeting. Set Feb 5<sup>th</sup> as special meeting with Nexus. Wellness Committee update; Solar grant; Meeting with L4798 to discuss contract; Mediation with L4798 in March.
5. Beth Slatinski, Community Education Director: update on events, pool, new programming coming soon and summer ball program through Community Ed.

## **Consent Agenda**

Motion by Jessica Crosby, then second by Toni Korpi. Motion Carried.

Bruce Raboin: Absent, Jessica Crosby: Yea, Dale Johnson: Yea, Toni Korpi: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea

Yea: 6, Nay: 0, Absent: 1

1. Approve payroll in the amount of \$438,984.02 for pay periods December 15th and December 29th.
2. Approve current accounts payable due in the amount of \$1,006,321.23.
3. Approve past meeting minutes for the regular school board meeting on December 18, 2023, and special board meetings on December 22, 2023 and January 8, 2024.
4. Second reading of School Board Policy 409.5 - Laptop Checkout Policy
5. Second reading of School Board Policy 409.6 - Website and Electronic Publishing
6. Second reading of School Board Policy 409.7 - School District Security
7. Second reading of School Board Policy 410 - Family and Medical Leave Policy
8. Second reading of School Board Policy 415 - Mandated Reporting of Maltreatment of Vulnerable Adults
9. Second reading of School Board Policy 522 - Title IX Nondiscrimination Policy, Grievance Procedure and Process
10. Second reading of School Board Policy 606.5 - Library Materials
11. Approve hire of Kari Benedix as FES Assistant Cook effective December 20, 2023.
12. Approve Iron Range Conference Official's Fees for 2022-2024.
13. Approve Men's League Non-Certified Referee rate at \$40/game for Wednesday and \$25/game for Sunday.
14. Accept the resignation of Owen Sether, Custodian, effective January 16, 2024.
15. Accept the resignation of Natasha Nodes, Café Helper, effective January 12, 2024.
16. Approve the hire of Karine Sarkisyan as a Paraprofessional effective January 16, 2024.

## **Action Items**

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

1.a. Resolution Acceptance of Gifts and Donations. Motion by Dale Johnson, then second by Tina Sather. Motion Carried.

Bruce Raboin: Absent, Jessica Crosby: Yea, Dale Johnson: Yea, Toni Korpi: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea

Yea: 6, Nay: 0, Absent: 1

1.b. Resolution Directing Administration to Make Recommendations for Reductions in Programs and Positions and Reasons Therefor. Motion by Tina Sather, then second by Dale Johnson. Motion Carried.

Bruce Raboin: Absent, Jessica Crosby: Yea, Dale Johnson: Yea, Toni Korpi: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea

Yea: 6, Nay: 0, Absent: 1

1.c. Adopt Resolution Requiring the Tally of Write In Votes Only if Write In Votes Are Greater Than a Ballot Candidates's Total Votes. Motion by \_\_, second by \_\_. Motion carried / failed. app. Motion by Jessica Crosby, then second by Joann Smith. Motion Carried.

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

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

2.a. Approve community committee recommendation for two referendum questions for upgrades to building mechanical systems, FES secure entrance, and building maintenance. Motion by Joann Smith, then second by Jessica Crosby. Motion Carried.

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

**Election of Officers and Set Board Committees:**

1. **Election of Officers:**

1.a Chairperson. Call for nominations: Roxanne Skogstad-Ditsch, Board Chair, called for nominations for the office of chair. Jessica Crosby nominated JoAnn Smith for board chair. Dale Johnson nominated Roxanne Skogstad-Ditsch for board chair. Call for nominations was called three times. After no further nominations the nominations were closed.

Vote for JoAnn Smith as Board Chair failed. Voting for: Jessica Crosby, Tina Sather and JoAnn Smith; Voting against: Roxanne Skogstad-Ditsch, Dale Johnson and Toni Korpi.

Vote for Roxanne Skogstad-Ditsch as Board Chair failed. Voting for: Roxanne Skogstad-Ditsch, Dale Johnson and Toni Korp; Voting against: Jessica Crosby, Tina Sather and JoAnn Smith

1.b. Vice-Chairperson. Call for nominations: : Nominations were not called until Board Chair is elected.

1.c. Clerk. Call for nominations. : Nominations were not called until Board Chair is elected.

1.d. Treasurer. Call for nominations: : Nominations were not called until Board Chair is elected.

2. Set Board Committee Representatives. Committee's will remain the same until a new Board Chair is elected.

2.a. Administrative Salary Committee (3):

2.b. Local 510 Negotiations Committee (3):

2.c. Local 331 Negotiations Committee (3):

2.d. Local 4798 Negotiations Committee (3):

2.e. MSBA Legislative Representative (1):

2.f. MSHSL Representative (1):

2.g. Continuing Education Representative (1):

2.h. Community Education Advisory Representatives (2):

2.i. Meet and Confer: Board as a whole

2.j. Grievance Committee Representatives (2):

2.k. Finance Committee Representatives: Board as a Whole

2.l. Facility Committee Representatives (3):

2.m. Alternative Board Clerk (in absence of Clerk):

### **Closed Session**

~~1. Closed meeting for labor negotiations strategy pertaining to L4798 as allowed under MS 13D.03.  
Motion by \_\_\_, second by \_\_\_. Motion carried / failed.~~

### **Reopen and Adjournment**

Motion by Jessica Crosby, then second by Toni Korpi to adjourn meeting at 6:54 pm. Motion Carried.  
Bruce Raboin: Absent, Jessica Crosby: Yea, Dale Johnson: Yea, Toni Korpi: Yea, Tina Sather: Yea,  
Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Absent: 1

Roxanne Skogstad-Ditsch  
Chair, ISD 361  
1515 11<sup>th</sup> Street  
International Falls, MN 56649

Dear Chair Skogstad-Ditsch,

I submit this letter on January 23, 2024, meeting the February 1 deadline of MS 122A.48 (Teacher Early Retirement Incentive Program). I meet all requirements outlined in MS 122A.48 subdivision 1 and respectfully request the following proposal.

A payment equal to 50% of the difference between my 2021-2022 salary and BA1 step (top left cell of the 2021-2022 salary schedule) of the 2021-2022 salary schedule, not to exceed \$18,000, to be paid into my Health Care Savings Plan account within 30 days of my last day of TRA service to the district.

I agree to submit an irrevocable letter of resignation upon school board approval which will be effective on October 21, 2024.

Thank you for this consideration.

Sincerely,

A handwritten signature in blue ink that reads "Jill M. Katrin". The signature is written in a cursive style.

Jill M. Katrin

Cc: Kevin Grover, Superintendent

Charles Anderson, ED MN Local 331 President

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

**Facilities Agreement**  
 Last Edited: 2/13/24 at 10:07am

Permit # 2402-0089

Contact/Billing Person: Chad Baldwin

**EVENT NAME: Sports Camp**  
**To: #361 - Staff**  
 1515 11th Street  
 Int'l Falls, MN 56649

Date/Time	Location/Activity/Detail	Units	Rate	Subtotal
<b>Mon 7/8/2024</b>	<b>Bronco Arena - Arena</b>			
3:00pm - 10:00pm	Sports Camp	7.00	\$ 70.00	\$ 490.00
<b>Tue 7/9/2024</b>	<b>Bronco Arena - Arena</b>			
3:00pm - 10:00pm	Sports Camp	7.00	\$ 70.00	\$ 490.00
<b>Wed 7/10/2024</b>	<b>Bronco Arena - Arena</b>			
3:00pm - 10:00pm	Sports Camp	7.00	\$ 70.00	\$ 490.00
<b>Thu 7/11/2024</b>	<b>Bronco Arena - Arena</b>			
3:00pm - 10:00pm	Sports Camp	7.00	\$ 70.00	\$ 490.00
<b>Fri 7/12/2024</b>	<b>Bronco Arena - Arena</b>			
3:00pm - 10:00pm	Sports Camp	7.00	\$ 70.00	\$ 490.00
<b>Mon 7/15/2024</b>	<b>Bronco Arena - Arena</b>			
3:00pm - 10:00pm	Sports Camp	7.00	\$ 70.00	\$ 490.00
<b>Tue 7/16/2024</b>	<b>Bronco Arena - Arena</b>			
3:00pm - 10:00pm	Sports Camp	7.00	\$ 70.00	\$ 490.00
<b>Wed 7/17/2024</b>	<b>Bronco Arena - Arena</b>			
3:00pm - 10:00pm	Sports Camp	7.00	\$ 70.00	\$ 490.00
<b>Thu 7/18/2024</b>	<b>Bronco Arena - Arena</b>			
3:00pm - 10:00pm	Sports Camp	7.00	\$ 70.00	\$ 490.00
<b>Fri 7/19/2024</b>	<b>Bronco Arena - Arena</b>			
3:00pm - 10:00pm	Sports Camp	7.00	\$ 70.00	\$ 490.00

<b>Summary</b>	Facilities Rental:	\$ 4900.00	<b>Estimated Total Charges:</b>	\$ 4900.00
	Other Needs:	\$ 0.00		
	Extra Charges:	\$ 0.00	<b>Balance Due:</b>	\$ 4900.00
			<b>Total Amount Paid:</b>	\$ 0.00
			<b>Remaining Balance Due:</b>	\$ 4900.00

The Sponsor will use ISD 361 facilities (Facilities) for the event set forth in the attached Facilities Use Request Form (Event) completed by the Sponsor and accepted by ISD 361.

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

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

**3. INSURANCE AND INDEMNIFICATION:** Sponsor agrees to assume all risk of and liability for -- and further agrees to defend, indemnify, and hold harmless -- the International Falls Public Schools, ISD 361 and its agents, officers, and employees, from and against any and all claims based on the vicarious liability of International Falls Public Schools, ISD 361 or its agents, officers, and employees, but not against claims based solely on International Falls Public Schools, ISD 361 comparative fault, negligence, or intentional misconduct. Sponsor shall secure and keep in force during the entire term of the Event (from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in Minnesota ... singularly or collectively referred to, as the case may be, the "insurance carrier") a commercial general liability insurance policy or coverage ("policy") for any and all claims of any nature for bodily injury, property damage, personal and advertising injury, or other harm or loss arising out of or in connection with the Event(s). The policy shall name International Falls Public Schools, ISD 361 (and including its agencies, officers, and employees) as an additional insured. Sponsor shall furnish a certificate of insurance from the insurance carrier showing the endorsement naming ISD as an additional insured to the policy with limits of liability of at least \$500,000 per person and \$1,500,000 per occurrence consistent with Minnesota Statute section 466.01, et seq.

The policy must provide that the policy may not be canceled without 10 days prior written notice to International Falls Public Schools, ISD 361 and shall contain a "Waiver of Subrogation" (waiving any right of recovery the insurance carrier may have against ISD). The policy must provide that any fees, costs, expenses, or other charges for or related to the investigation or defense of any claim or suit shall be outside of ( i.e., in addition to, without any cap or limit) any otherwise applicable limit of liability of the policy. Sponsor will deliver said certificate of insurance and endorsement to International Falls Public Schools, ISD 361 at least 5 days prior to the Event.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I have read and agree to abide by the rules and regulations governing facility use at International Falls Public Schools, ISD 361. I agree to be billed for any additional hours utilized but not listed on this agreement.

---

Signature  
Beth Slatinski  
Community Education - ISD #361 Int'l Falls

Attachments:  
Potluck Events MDH  
Special Event Food Stand MDH  
FACS Room 130

---

Signature  
Chad Baldwin  
#361

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

**Facilities Agreement**  
 Last Edited: 2/15/24 at 11:25am

Permit # 2402-0150

Contact/Billing Person: Erin Hall

**EVENT NAME: Sports Camp**  
**To: #361 - Staff**  
 1515 11th Street  
 Int'l Falls, MN 56649

Date/Time	Location/Activity/Detail	Units	Rate	Subtotal
<b>Mon 7/8/2024</b>	<b>Bronco Arena - Arena</b>			
8:00am - 3:00pm	Sports Camp	7.00	\$ 70.00	\$ 490.00
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	Other Needs:	\$ 0.00		
	Extra Charges:	\$ 0.00	<b>Balance Due:</b>	\$ 4900.00
			<b>Total Amount Paid:</b>	\$ 0.00
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I have read and agree to abide by the rules and regulations governing facility use at International Falls Public Schools, ISD 361. I agree to be billed for any additional hours utilized but not listed on this agreement.

\_\_\_\_\_  
Signature  
Beth Slatinski  
Community Education - ISD #361 Int'l Falls

Attachments:  
Potluck Events MDH  
Special Event Food Stand MDH  
FACS Room 130

\_\_\_\_\_  
Signature  
Erin Hall  
#361

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

# Facilities Agreement

Last Edited: 2/15/24 at 11:31am

Permit # 2402-0151

Contact/Billing Person: Terri LaVigne

**EVENT NAME: Figure Skating**  
**To: #361 - Staff**  
 1515 11th Street  
 Int'l Falls, MN 56649

Date/Time	Location/Activity/Detail	Units	Rate	Subtotal
<b>Mon 7/22/2024</b>	<b>Bronco Arena - Arena</b>			
4:00pm - 9:00pm	Figure Skating	5.00	\$ 70.00	\$ 350.00
<b>Tue 7/23/2024</b>	<b>Bronco Arena - Arena</b>			
4:00pm - 9:00pm	Figure Skating	5.00	\$ 70.00	\$ 350.00
<b>Wed 7/24/2024</b>	<b>Bronco Arena - Arena</b>			
4:00pm - 9:00pm	Figure Skating	5.00	\$ 70.00	\$ 350.00
<b>Thu 7/25/2024</b>	<b>Bronco Arena - Arena</b>			
4:00pm - 9:00pm	Figure Skating	5.00	\$ 70.00	\$ 350.00
<b>Fri 7/26/2024</b>	<b>Bronco Arena - Arena</b>			
4:00pm - 9:00pm	Figure Skating	5.00	\$ 70.00	\$ 350.00
<b>Mon 7/29/2024</b>	<b>Bronco Arena - Arena</b>			
4:00pm - 9:00pm	Figure Skating	5.00	\$ 70.00	\$ 350.00
<b>Tue 7/30/2024</b>	<b>Bronco Arena - Arena</b>			
4:00pm - 9:00pm	Figure Skating	5.00	\$ 70.00	\$ 350.00
<b>Wed 7/31/2024</b>	<b>Bronco Arena - Arena</b>			
4:00pm - 9:00pm	Figure Skating	5.00	\$ 70.00	\$ 350.00
<b>Thu 8/1/2024</b>	<b>Bronco Arena - Arena</b>			
4:00pm - 9:00pm	Figure Skating	5.00	\$ 70.00	\$ 350.00
<b>Fri 8/2/2024</b>	<b>Bronco Arena - Arena</b>			
4:00pm - 9:00pm	Figure Skating	5.00	\$ 70.00	\$ 350.00

<b>Summary</b>	Facilities Rental:	\$ 3500.00	<b>Estimated Total Charges:</b>	\$ 3500.00
	Other Needs:	\$ 0.00		
	Extra Charges:	\$ 0.00	<b>Balance Due:</b>	\$ 3500.00
			<b>Total Amount Paid:</b>	\$ 0.00
			<b>Remaining Balance Due:</b>	\$ 3500.00

The Sponsor will use ISD 361 facilities (Facilities) for the event set forth in the attached Facilities Use Request Form (Event) completed by the Sponsor and accepted by ISD 361.

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

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

**3. INSURANCE AND INDEMNIFICATION:** Sponsor agrees to assume all risk of and liability for -- and further agrees to defend, indemnify, and hold harmless -- the International Falls Public Schools, ISD 361 and its agents, officers, and employees, from and against any and all claims based on the vicarious liability of International Falls Public Schools, ISD 361 or its agents, officers, and employees, but not against claims based solely on International Falls Public Schools, ISD 361 comparative fault, negligence, or intentional misconduct. Sponsor shall secure and keep in force during the entire term of the Event (from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in Minnesota ... singularly or collectively referred to, as the case may be, the "insurance carrier") a commercial general liability insurance policy or coverage ("policy") for any and all claims of any nature for bodily injury, property damage, personal and advertising injury, or other harm or loss arising out of or in connection with the Event(s). The policy shall name International Falls Public Schools, ISD 361 (and including its agencies, officers, and employees) as an additional insured. Sponsor shall furnish a certificate of insurance from the insurance carrier showing the endorsement naming ISD as an additional insured to the policy with limits of liability of at least \$500,000 per person and \$1,500,000 per occurrence consistent with Minnesota Statute section 466.01, et seq.

The policy must provide that the policy may not be canceled without 10 days prior written notice to International Falls Public Schools, ISD 361 and shall contain a "Waiver of Subrogation" (waiving any right of recovery the insurance carrier may have against ISD). The policy must provide that any fees, costs, expenses, or other charges for or related to the investigation or defense of any claim or suit shall be outside of ( i.e., in addition to, without any cap or limit) any otherwise applicable limit of liability of the policy. Sponsor will deliver said certificate of insurance and endorsement to International Falls Public Schools, ISD 361 at least 5 days prior to the Event.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I have read and agree to abide by the rules and regulations governing facility use at International Falls Public Schools, ISD 361. I agree to be billed for any additional hours utilized but not listed on this agreement.

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Signature  
Beth Slatinski  
Community Education - ISD #361 Int'l Falls

Attachments:  
Potluck Events MDH  
Special Event Food Stand MDH  
FACS Room 130

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Signature  
Terri LaVigne  
#361

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

**BOARD POLICY 406  
Public and Private Personnel Data**

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

Revised \_\_\_ **February 2024** \_\_\_

*[Note: The provisions of this policy accurately reflect the Minnesota Government Data Practices Act and are not discretionary in nature.]*

**I. PURPOSE**

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants (“personnel”).

**II. GENERAL STATEMENT OF POLICY**

- A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

**III. DEFINITIONS**

- A. “Public” means that the data is available to anyone who requests it.
- B. “Private” means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.
- C. “Confidential” means the data are not public and are not accessible to the subject.
- D. “Parking space leasing data” means the following government data on an applicant for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.

- E. “Personnel data” means government data on individuals maintained because they are or were employees, applicants for employment, volunteers or independent contractors for the school district. Personnel data include data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations.
- F. “Finalist” means an individual who is selected to be interviewed by the school board for a position.
- G. “Protected health information” means individually identifiable health information as defined in 45 C.F.R. § 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 C.F.R. Parts 160, 162, and 164. “Protected health information” excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer, and records regarding a person who has been deceased for more than fifty (50) years.
- H. “Public officials” means business managers, human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; , and individuals defined as superintendents and principals and in a charter school, individuals employed in comparable positions.

#### **IV. PUBLIC PERSONNEL DATA**

- A. The following information on current and former employees, volunteers, and independent contractors of the school district, is public:
  - 1. name;
  - 2. employee identification number, which may not be the employee’s Social Security number;
  - 3. actual gross salary;
  - 4. salary range;
  - 5. terms and conditions of employment relationship;
  - 6. contract fees;
  - 7. actual gross pension;
  - 8. the value and nature of employer-paid fringe benefits;
  - 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;

10. job title;
11. bargaining unit;
12. job description;
13. education and training background;
14. previous work experience;
15. date of first and last employment;
16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section 13.43, subdivision 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education;
23. honors and awards received; and
24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on current and former applicants for employment by the school district is public:

1. veteran status;

2. relevant test scores;
  3. rank on eligible list;
  4. job history;
  5. education and training; and
  6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for a public employment.
- D. Applicants for appointment to a public body.
1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:
    - a. name;
    - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
    - c. education and training;
    - d. employment history;
    - e. volunteer work;
    - f. awards and honors;
    - g. prior government service;
    - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.097; and
    - i. veteran status.
  2. Once an individual is appointed to a public body, the following additional items of data are public:
    - a. residential address;
    - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
    - c. first and last dates of service on the public body;

- d. the existence and status of any complaints or charges against an appointee; and
  - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.
3. Notwithstanding paragraph 2. any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minnesota. Statutes, section 13.43, subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota. Statutes, section 13.43 subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

Data relating to a complaint or charge against a public official is public only if;

- (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or
- (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement.

Data that is classified as private under another law is not made public by this provision.

## V. PRIVATE PERSONNEL DATA

- A. All other personnel data not listed in Section IV are private data will not be otherwise released unless authorized by law.
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data, with regard to data on individuals, are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data ~~may~~ **must** be disseminated to labor organizations to the extent ~~the responsible authority determines the dissemination is necessary for the labor organization to~~ conduct elections, ~~investigate and process grievances, notify~~

~~employees of fair share fee assessment~~ and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services (“BMS”) to the extent the dissemination is ~~or when~~ ordered or authorized by the Commissioner of the BMS. ~~Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.~~

~~The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.~~

~~Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.~~

~~Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.~~

- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district’s investigation of any complaint or charge against the employee.
- H. The school district may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
  - 1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
  - 2. a pre-petition screening team conducting an investigation of the employee under Minnesota Statutes, section 253B.07, subdivision 1; or
  - 3. a court, law enforcement agency, or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee’s access to that data would:

1. threaten the personal safety of the complainant or a witness; or
2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- L. The school district must report to the Minnesota Professional Educator Licensing and Standards Board (“PELSB”) or the Board of School Administrators (“BOSA”), whichever has jurisdiction over the teacher’s or administrator’s license, as required by Minnesota Statutes, section 122A.20, subdivision 2, and shall, upon written request from the licensing board having jurisdiction over license, provide the licensing board with information about the teacher or administrator from the school district’s files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section 122A.20, subdivision 2.

***[Note: The obligation to make a report set forth in this section applies equally to charter school boards and their executive directors and charter school authorizers.]***

- M. Private personnel data shall be disclosed to the Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes Ch. 268.
- N. When a report of alleged maltreatment of a student in an elementary, middle school, high school, or charter school is made to the Commissioner of the Minnesota Department of Education (MDE) under Minnesota Statutes Chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.
- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if
1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or
  2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee’s alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for

employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13.

Data that are released under this paragraph must not include data on the student.

- P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestions.
- Q. Protected health information, as defined in 45 C.F.R. Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.
- R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b) or when the Commissioner of the (MDE) makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4 or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes section 123B.03, a school board or other school hiring authority must contact PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel

data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

## **VI. MULTIPLE CLASSIFICATIONS**

If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

## **VII. CHANGE IN CLASSIFICATIONS**

The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

## **VIII. RESPONSIBLE AUTHORITY**

The school district has designated the [Superintendent](#) as the authority responsible for personnel data. If you have any questions, contact [him/her at 218-283-2571, ext. 1112](#).

The responsible authority, or a school district employee, if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

## **IX. EMPLOYEE AUTHORIZATION/RELEASE FORM**

An employee authorization form is included as an addendum to this policy.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.02 (Definitions)  
Minn. Stat. § 13.03 (Access to Government Data)  
Minn. Stat. § 13.05 (Duties of Responsible Authority)  
Minn. Stat. § 13.37 (General Nonpublic Data)  
Minn. Stat. § 13.39 (Civil Investigation Data)  
Minn. Stat. § 13.41 (Licensing Data – Public Data)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.601, Subd. 3 (Applicants for Employment)  
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)  
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)  
Minn. Stat. § 122A.40, Subds.13 and 16 (Employment; Contracts; Termination)  
Minn. Stat. § 123B.03 (Background Check)  
Minn. Stat. § 123B.143 Subd.2 (Disclose Past Buyouts)  
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)  
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)  
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)

Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
Minn. Stat. Ch. 268 (Unemployment Insurance)  
Minn. R. Pt. 1205 (Data Practices)  
P.L. 104-191 (HIPAA)  
45 C.F.R. Parts 160, 162, and 164 (HIPAA Regulations)

***Cross References:*** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 722 (Public Data Requests)  
MSBA Law Bulletin “I” (School Records – Privacy – Access to Data)

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

**BOARD POLICY 410  
Family and Medical Leave Policy**

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

Revised \_\_\_ **February 2024** \_\_\_

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

**I. PURPOSE**

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

**II. GENERAL STATEMENT OF POLICY**

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

**III. DEFINITIONS**

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. “Covered service member” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or

therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.
- C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: 1) the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation; or 2) a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.
- E. “Next of kin of a covered service member” means the nearest blood relative other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member’s next of kin, and the employee may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member’s only next of kin.
- F. “Outpatient status” means, with respect to a covered service member who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
  2. to attend military events and related activities of a covered military member;
  3. to address issues related to childcare and school activities of a covered military member’s child;
  4. to address financial and legal arrangements for a covered military member;
  5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
  6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
  7. to attend post-deployment activities related to a covered military member;
  8. to address care needs of a covered military member’s parent who is incapable of self-care; and
  9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
  2. continuing treatment by a health care provider.
- I. “Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

- J. “Veteran” has the meaning given in 38 United States Code section 101.

#### IV. LEAVE ENTITLEMENT

##### A. Twelve-week Leave Under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
  - a. birth of the employee’s child and to care for such child;
  - b. placement of an adopted or foster child with the employee;
  - c. to care for the employee’s spouse, son, daughter, or parent with a serious health condition;
  - d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job; and/or
  - e. any qualifying exigency arising from the employee’s spouse, son, daughter, or parent being on covered duty, or notified of an impending call or order to covered duty, in the Armed Forces.
2. For the purposes of this policy, “year” is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.

***[Note: An employer is permitted to choose any one of the following methods for determining the 12-month period in which the 12 weeks of FMLA leave entitlement occurs: (a) the calendar year; (b) any fixed 12-month leave year, such as a fiscal year, a year required by State law, or a year starting on an employee’s anniversary date; (c) the 12-month period measured forward from the date any employee’s first FMLA leave; or (d) a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave. It is recommended, however, that school districts use the 12-month rolling measurement as it prevents employees from stacking 12-week leave entitlement that could occur if, for example, a calendar or fiscal year is utilized. Where a calendar, fiscal or similar period is used, an employee could use 12 weeks at the end of the period and then again at the beginning of the period, providing an entitlement to a leave of 24 consecutive weeks. If a school district changes its definition of a “year” in this policy, it must give employees notice of at least 60 days before implementing this change.]***

3. An employee's entitlement for FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12- month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
  - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
  - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member In the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran. and is:
    - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating: or
    - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
    - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

- (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered service member being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. ~~The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours~~

~~per week equal to one-half of the full-time equivalent during the 12-month period immediately preceding the leave.~~ This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Service member Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a service member includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered service member and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered service member with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered service member and other information in support of requested leave and eligibility for such

leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

## **V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
  1. take leave for the entire period or periods of the planned medical treatment; or
  2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
  1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
  2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
  3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
  4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional

leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

#### VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

#### IV. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)  
10 U.S.C. §101 *et seq.* (Armed Forces General Military Law)  
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)  
38 U.S.C. § 101 (Definitions)  
29 C.F.R. Part 825 (Family and Medical Leave Act)

**Cross References:** ~~MSBA School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)~~

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

**BOARD POLICY 413  
Harassment and Violence**

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

Revised \_\_\_ **February 2024** \_\_\_

**413 HARASSMENT AND VIOLENCE**

*[Note: State law (Minnesota Statutes, section § 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minnesota. Statutes, **section chapter** 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minnesota Statutes, section 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minnesota Statutes, section 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]*

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other

school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class.

### III. DEFINITIONS

- A. "Assault" is:
  - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
  - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  - 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:
  - 1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  - 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
  - 3. otherwise adversely affects an individual's employment or academic opportunities.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
  - 1. "Disability" means, with respect to an individual, who:

- a. has a physical, sensory, or mental impairment that materially limits one or more major life activities of such individual;
  - b. has a record of such an impairment; or
  - c. is regarded as having such an impairment.
2. “Familial status” means the condition of one or more minors being domiciled with:
- a. their parent or parents or the minor’s legal guardian; or
  - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. “Sexual orientation” means ~~to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities. having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.~~
- [Note: In 2023, the Minnesota legislature revised the definition of ‘sexual orientation’ in the Minnesota Human Rights Act to read as provided here.]*
7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
  - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
  - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
  - c. that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
  - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual’s employment or educational status;
  - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual’s employment or educational status; or
  - f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts;
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates Tim Everson, High School Principal, as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the Alternate, Melissa Tate, Falls Elementary School Principal.

Contact information is as follows:

1. Human Rights Officer: Tim Everson, Falls High School Principal  
Falls High School; 1515 11<sup>th</sup> Street; International Falls, MN 56649  
218-283-2571 ext. 1104 **or** Melissa Tate, Falls Elementary Principal  
(alternate) at 218-283-2571 ext. 1232.
2. Title IX Officer: Kevin Grover, Superintendent of Schools  
ISD #361 District Office; 1515 11<sup>th</sup> Street; International Falls, MN 56649  
218-283-2571 ext. 1112 **or** Tim Everson, Falls High School Principal at 218-  
283-2571 ext. 1104.

- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

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

## **V. INVESTIGATION**

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

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

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VII. RETALIATION OR REPRISAL**

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

## **VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

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

## **IX. HARASSMENT OR VIOLENCE AS ABUSE**

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes, Chapter 260E may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## **X. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.

- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
 Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
*Minn. Stat. §121A.031 (School Student Bullying Policy)*  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 Minn. Stat. § 609.341 (Definitions)  
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
 20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
 29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973,)  
 42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
 MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
 MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
 MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)  
 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 528 (Student Parental, Family, and Marital Status Nondiscrimination)

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

**BOARD POLICY 416  
Drug, ~~and~~ Alcohol, ~~and~~ Cannabis Testing**

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

Revised \_\_\_ **February 2024** \_\_\_\_\_

*[Note: Drug, ~~and~~ alcohol, ~~and~~ cannabis testing of school bus drivers and applicants is mandatory under federal law. The mandatory testing is described under Part III. of the policy. Drug and alcohol testing of other employees or drug and alcohol 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. Cannabis testing of school employees and school bus drivers shall conform to federal and Minnesota law. 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, ~~and~~ cannabis 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, ~~and~~ cannabis 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 ~~and~~ cannabis 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 **and cannabis** 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 **and cannabis** 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 **or cannabis** 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 **or cannabis** 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 **or cannabis** 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.
- F. **The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:**
  - 1. **if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;**
  - 2. **if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;**
  - 3. **as provided in the school district's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in**

writing and in a written policy that contains the minimum information required by section 181.952; or

4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

### **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 cannabis**. 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. (see Attachment C to this policy) 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.~~ subdivision 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
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“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:***

***The school district will offer a driver an opportunity to return to a DOT safety-sensitive duty following an employee's first positive test result on a confirmatory test if no reasons independent of the first test result for discharge exist. Otherwise, the school district may choose, but is not required, to provide an SAP evaluation or any subsequent recommended education or treatment.]***

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. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES**

The school district may request or require drug and alcohol testing or cannabis 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 or cannabis 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. Definitions

1. “Cannabis testing” means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. “Confirmatory test” and “confirmatory retest” mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. “Drug” means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.
4. “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. “Drug and alcohol testing”, “drug or alcohol testing”, and “drug or alcohol test” do not include cannabis or cannabis testing, unless stated otherwise.
5. “Employee” means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. “Initial screening test” means a drug, alcohol, or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. “Job Applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the charter school 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 charter school’s drug and alcohol testing policy relating to school bus drivers (Section III.).

8. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the charter school 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 charter school’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”.
9. “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.
10. “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 charter school discretion to waive the selection of any employee selected under the mechanism.
11. “Reasonable Suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
12. “Safety-Sensitive Position” means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

**B. 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, or cannabis 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, or cannabis testing on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

- a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;
- b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;
- c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- d. a position of employment funded by a federal grant; or
- e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. 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.

- a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.
- b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.
- c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.

d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Random Testing

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

5. Reasonable Suspicion Testing

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

- a. is under the influence of cannabis, drugs, or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products 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.

6. Treatment Program Testing

The school district may request or require any employee to undergo cannabis and 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 cannabis and 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.

7. 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.

C. 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 ~~or requesting cannabis 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 **or cannabis 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 **or cannabis** 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 **or cannabis** 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 **or of enrollment in a Tribal medical cannabis program** 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 **cannabis 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, ~~or~~ cannabis 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 **or cannabis 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, **or** 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 **or cannabis** 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, **and** **cannabis** 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 H** 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)  
**49 C.F.R. Part 382 (Controlled Substances and Alcohol Use and Testing)**

**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)

## **ATTACHMENTS TO DRUG AND ALCOHOL TESTING POLICY**

Attachments A through C are to be used in conjunction with the drug and alcohol testing of bus drivers and driver applicants.

- Attachment A is a "Driver Acknowledgment-Drug and Alcohol Testing Policy Materials" form that should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.
- Attachment B is a "Bus Driver or Driver Applicant-Authorization to Release Information" form. It is referred to in Article III., Section H., Paragraph 1. of the policy.
- Attachment C is a "Bus Driver or Driver Applicant-Refusal to Submit to Testing" form. It is referred to in Article III., Section H., Paragraph 7. of the policy.

Attachments D through G are to be used in conjunction with drug and alcohol testing of non-bus drivers and applicants.

- Attachment D is a "Pretest Notice" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.
- Attachment E is a "Notice of Test Results and Various Rights" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.
- Attachment F is an "Explanation of Positive Test Result" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.
- Finally, the District may wish to use Attachment G, entitled "Acknowledgment-Drug and Alcohol Testing Policy," to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the policy.

ATTACHMENT A

( D R A F T )

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— DRIVER ACKNOWLEDGMENT —  
DRUG AND ALCOHOL TESTING POLICY AND MATERIALS**

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- Upon adoption of the policy (employee).
- Upon my hire (job applicant/new employee).
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials 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 drug problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is \_\_\_\_\_ and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Applicant*

\_\_\_\_\_  
*Typed or Printed Name*

ATTACHMENT B

( D R A F T )

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —  
AUTHORIZATION TO RELEASE INFORMATION

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: \_\_\_\_\_

Employee SS or ID Number: \_\_\_\_\_

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Section I-A.

School District Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Designated Employer Representative: \_\_\_\_\_

Section I-B.

Previous Employer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Designated Employer Representative (if known): \_\_\_\_\_

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES \_\_\_ NO \_\_\_
2. Did the employee have verified positive drug tests? YES \_\_\_ NO \_\_\_
3. Did the employee refuse to be tested? YES \_\_\_ NO \_\_\_
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES \_\_\_ NO \_\_\_
5. Did a previous employer report a drug and alcohol rule violation to you? YES \_\_\_ NO \_\_\_
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A \_\_\_ YES \_\_\_ NO \_\_\_

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT C

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— BUS DRIVER OR DRIVER APPLICANT —  
REFUSAL TO SUBMIT TO TESTING**

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing 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;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form);
- Failing 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;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: \_\_\_\_\_

Time: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Applicant*

Supervisor: \_\_\_\_\_

\_\_\_\_\_  
*Supervisor's Signature*

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee refusal to sign

*Supervisor's Initials:* \_\_\_\_\_

**ATTACHMENT D**

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— PRETEST NOTICE —**

I, the undersigned employee/job applicant of Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug and Alcohol Testing Policy.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Job Applicant*

\_\_\_\_\_  
*Typed or Printed Name*

**ATTACHMENT E**

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

[Employee Name]  
[Employee Address]

**RE: Drug and/or Alcohol Test**  
**[Date of Testing]**

**NOTICE OF TEST RESULTS AND VARIOUS RIGHTS**

Test Results:

Independent School District No. \_\_\_\_\_, Minnesota has received the test result report from the testing laboratory:

- G Your initial screening test result was negative.
- G Your confirmatory test result was negative.
- G Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your 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 you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 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 you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of 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 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.

2. The school district may not discharge an employee whose position does not require a commercial driver's license 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 use 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.
3. 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.
4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.
5. An employee must be given access to information in the employee'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.

B. Withdrawal of Applicant's Job Offer

If a job applicant for a position that does not require a commercial driver's license has received a job offer made contingent on the applicant 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.

**ATTACHMENT F**

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**EXPLANATION OF POSITIVE TEST RESULT**

I, the undersigned employee/job applicant of Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- no over-the-counter or prescription medications; or
- the following over-the-counter or prescription medications:

\_\_\_\_\_  
\_\_\_\_\_

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Job Applicant*

\_\_\_\_\_  
*Typed or Printed Name*

**ATTACHMENT G**

**( D R A F T )**

**[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]**

**— ACKNOWLEDGMENT —  
DRUG AND ALCOHOL TESTING POLICY**

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. \_\_\_\_\_,  
\_\_\_\_\_, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- Upon adoption of the policy (employee)
- Upon my hire (job applicant/new employee)
- After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant)

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Employee/Applicant*

\_\_\_\_\_  
*Typed or Printed Name*

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

**BOARD POLICY 507  
Corporal Punishment and Prone Restraint**

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

Revised \_\_\_ **February 2024** \_\_\_

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

**I. PURPOSE**

The purpose of this policy is to describe limitations on use of corporal punishment and prone restraint upon a student.

**II. GENERAL STATEMENT OF POLICY**

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student **except as provided below.**

**III. DEFINITIONS**

1. "Corporal punishment" means conduct involving:
  - a. hitting or spanking a person with or without an object; or
  - b. unreasonable physical force that causes bodily harm or substantial emotional harm.
2. "Prone restraint" means placing a child in a face-down position.

**IV. PROHIBITIONS**

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.
2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone restraint **except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1 (1). All peace officers, including those who are school resource officers or**

otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.

3. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.
4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.

## V. EXCEPTIONS

A teacher, ~~or school~~ principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

## VI. VIOLATION

Employees who violate the provisions of this 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 and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

**Legal References:** Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 123B.25 (Actions Against Districts and Teachers)  
Minn. Stat. § 609.06, Subd. 1 (6)(7) (Authorized Use of Force)  
~~Op. Atty. Gen. 169f (August 22, 2023) (School Pupils: Discipline)~~  
~~Op. Atty. Gen. 169f Supp. (September 20, 2023) (School Pupils: Discipline)~~

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)

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

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

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

Revised \_\_\_ **February 2024** \_\_\_

*[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 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 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

1. “Directory information,” under federal law, 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:

- a. a student’s social security number
- b. 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;
- c. 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;
- d. personally identifiable data which references religion, race, color, social position, or nationality; or
- e. 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.

2. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."

**[Note: The federal definition includes all of the types of information specifically referenced by state and federal law as directory information. The federal definition applies to information requests by military recruiting officers, as set out in Article IX below.**

***The Minnesota definition imposes additional restrictions upon the types of information that may be designated 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.

G. Eligible Student

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

H. Juvenile Justice System

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

I. 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.

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.

K. 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.;

L. 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.

M. Responsible Authority

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

N. 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.

O. 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.]*

P. 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.

Q. 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 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 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 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 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 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 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;

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 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. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

- a. Minnesota Statutes, section 13.32, subdivision 5; and
  - b. United States Code, title 20, section 1232g, and Code of Federal Regulations, title 34, section 99.37, which were in effect on January 3, 2012.
2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.
  3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

***[Note: This section became effective on the day following final enactment (May 19, 2023). Beginning on the effective date, a student's personal contact information subject to this section must be treated as private educational data under Minnesota Statutes, section 13.32, regardless of whether that contact information was previously designated as directory information under Minnesota Statutes, section 13.32, subdivision 5].***

**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. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.
2. The school district shall give annual 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 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 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 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 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.
  
3. Section XIII.E.1. does 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 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism 2332b(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](#).
- 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 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. § 13.32, Subd. 5 (Directory Information)  
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)

## PUBLIC NOTICE

Independent School District No. 361 gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:
  - a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should 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. The parent or eligible student will be notified of the time and place where the records may be inspected;
  - b. 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 rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student 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 parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;
  - c. 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 disclosures without consent;
  - d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with

whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer, or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a “legitimate educational interest” if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare and the ability to respond to a request for educational data;

- e. That the school district forwards education records on request to a school or post-secondary educational institution 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, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act and data regarding a student’s history of violent behavior, and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;
- f. 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 and the rules promulgated thereunder. The name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue S.W.  
Washington, D.C. 20202

- g. That the parent or eligible student has a right to obtain a copy of the school district’s policy regarding the protection and privacy of pupil records; and
  - h. That copies of the school district’s policy regarding the protection and privacy of school records are located at 1515 11<sup>th</sup> Street, International Falls, MN 56649.
2. Independent School District No. 361 has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:

- a. It classifies records as public, private, or confidential.
  - b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.
  - c. It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights.
  - d. It establishes procedures and regulations for access to and disclosure of education records.
  - e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.
3. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.
  4. Pursuant to applicable law, Independent School District No. 361 gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; ~~address; telephone number; electronic mail address;~~ photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; the most recent educational agency or institution attended by the student; ~~and other similar information.~~ "Directory information" also includes the name, address, and telephone number of the student's parent(s). "Directory information" does not include a student's social security number or a student's identification number ("ID") if the ID 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, password, or other factor known or possessed only by the authorized user. It also does not include identifying information on a student's religion, race, color, social position, or nationality.

***[Note: The definition of directory information is found on page 2 of Model Policy 515. 515-2 of the school district's policy. 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 include 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.*

***Minnesota Statutes 13.32, subdivision 5(c) states that a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information".***

*A school district also may specify in this section 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 which 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.]*

- a. **THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT OR INFORMATION REGARDING A PARENT.**
- b. **SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.**
- c. **IN ORDER TO MAKE ANY OR ALL OF THE DIRECTORY INFORMATION LISTED ABOVE "PRIVATE" (I.E., SUBJECT TO CONSENT PRIOR TO DISCLOSURE), THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE BUILDING PRINCIPAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE LAST PUBLICATION OF THIS NOTICE. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:**
  - (1) **NAME OF STUDENT AND PARENT, AS APPROPRIATE;**

- (2) HOME ADDRESS;
- (3) SCHOOL PRESENTLY ATTENDED BY STUDENT;
- (4) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;
- (5) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.

5. Pursuant to applicable law, Independent School District No. 361 hereby gives notice to parents of students and eligible students in grades 11 and 12 of their rights regarding release of information to military recruiting officers and post-secondary educational institutions. The school district must release the names, addresses, 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. Data released to military recruiting officers under this provision 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 and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

**SHOULD THE PARENT OF A STUDENT OR THE ELIGIBLE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT.**

**IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION WITHOUT PRIOR CONSENT, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY, SUPERINTENDENT OF SCHOOLS, BY SEPTEMBER 30 EACH YEAR. THIS 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 WITHOUT PRIOR CONSENT;**
- (7) **SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.**

*Notice: Refusal to release the above information to military recruiting officers and post-secondary educational institutions alone does not affect the school district's release of directory information to the public, including military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in the Directory Information section of this notice also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers or post-secondary educational institutions, you also must notify the school district that you do not want this directory information released to any member of the public, including military recruiting officers and post-secondary educational institutions.*

INDEPENDENT SCHOOL DISTRICT NO. 361  
INTERNATIONAL FALLS, MINNESOTA

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chair

*[Note: The use of this form requesting information about specific activities or behavior is mandated by statute. In addition, the school district is required to maintain such requests and a record of any release in the student's file.]*

**JUVENILE JUSTICE SYSTEM  
REQUEST FOR INFORMATION**

Family Educational Rights and Privacy Act  
Minnesota Government Data Practices Act, Minn. Stat. § 13.32, Subds. 3(i) and 8(b)

**DATE/TIME OF REQUEST:** \_\_\_\_\_

**TO:** \_\_\_\_\_  
(Superintendent of school district or chief administrative officer of school)

**FROM:** \_\_\_\_\_  
(Requester's name/agency)

**STUDENT:** \_\_\_\_\_

**BASIS FOR REQUEST:**

- \_\_\_\_\_ Juvenile delinquency investigation/prosecution
- \_\_\_\_\_ Child protection assessment/investigation
- \_\_\_\_\_ Investigation/filing of CHIPS or delinquency petition

**REASON FOR REQUEST:** (Requester must describe why information regarding existence of the data marked below is necessary to effectively serve the student)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESPONSE TO REQUEST:**

The school must indicate whether it has data on the student that document any activity or behavior marked by the requester.

**INFORMATION REQUESTED:** (*mark all that apply*)    **RESPONSE PROVIDED:** (*yes / no*)

Indicate whether you have data that document the student's:

- \_\_\_\_\_ Use of a controlled substance, alcohol, or tobacco \_\_\_\_\_
- \_\_\_\_\_ Assaultive or threatening conduct as defined in  
Minn. Stat. § 13.32, Subd. 8 \_\_\_\_\_
- \_\_\_\_\_ Possession or use of weapons or look-alike weapons \_\_\_\_\_
- \_\_\_\_\_ Theft \_\_\_\_\_
- \_\_\_\_\_ Vandalism and damage to property \_\_\_\_\_

**CERTIFICATION:** The undersigned certifies that he or she is a member of the juvenile justice system. The requested data are needed by the juvenile justice system so it may effectively serve, prior to adjudication, the student whose records are released. The undersigned will not disclose the information received to any other party, except as provided under state law, without prior written consent as required by Code of Federal Regulations, title 34, section 99.38(b). The undersigned further certifies that he or she understands that, by signing this request, he or she is subject to the penalties in Minn. Stat. § 13.09.

\_\_\_\_\_  
Signature/Title

*[Note: A principal or chief administrative officer of a school who receives such a request to disclose information about a student to the juvenile justice system shall, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information before disclosing the information. If the student's parent or guardian notifies the principal or chief administrative officer within ten (10) days of receiving the certified notice that the parent or guardian objects to the disclosure, the principal or chief administrative officer must not disclose the information. The principal or chief administrative officer 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 principal or chief administrative officer must respond to the data request.]*

## Sample Form: Formal Request for Reconsideration of Specific Library Collection Material

The [ISD 361 School District](#) school board adopted Policy 606.5 (Library Materials), under which the school board delegated responsibility for selection and evaluation of library materials to school district staff. This policy establishes procedures for formal reconsideration of specific library collection material.

An [ISD 361](#) school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness.

A requestor has the option to request Formal Reconsideration if the informal process set forth in Policy 606.5 has not resolved the matter.

The first step in the Formal Reconsideration process is submission of a fully completed Formal Request for Reconsideration form. A separate form must be completed in full for each library material item for which formal reconsideration is requested.

If you wish to request formal reconsideration of specific library collection material, please return a completed form to:

\_\_\_\_\_(name of school district employee)\_\_\_\_\_

\_\_\_\_\_(location/email address/other)\_\_\_\_\_

-----

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Name of Requestor**

\_\_\_\_\_

**Address**

\_\_\_\_\_

\_\_\_\_\_

**Phone** **Email**

**Type of Library Material** (please check)

Book (e-book)	
Movie	
Magazine	
Database	
Newspaper	

Audio Recording	
Digital Resource	
App	
Streaming Media	
Other	

**Title:** \_\_\_\_\_

**Author/Producer:** \_\_\_\_\_

**Please explain the concern you have concerning this Library Material.**

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**Please explain the circumstances that brought this Library Material to your attention.**

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**Have you examined the entire Library Material? If not, please identify the sections you reviewed.**

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**Please identify resources that may provide additional information and/or other viewpoints regarding this Library Material.**

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**Please set forth the ways in which you believe this Library Material does not comply with the selection objectives and criteria set forth in Policy 606.5**

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**Please set forth the resolution that you seek.**

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***[Note: Minnesota school districts and charter schools may revise this sample form as they deem appropriate.]***

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

**BOARD POLICY 620  
Credit for Learning**

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

Revised \_\_\_ **February 2024** \_\_\_

***[Note: School districts statutorily are required to provide students with credit for approved postsecondary courses, as set forth in Section V.; and accelerated or advanced academic courses offered by a higher education institution or nonprofit public agency, as set forth in Section VII. Additionally, school districts are required by statute to identify whether the school district offers weighted grades and, if it does, identify the courses for which a student may earn a weighted grade (Section VIII). Optional provisions related to awarding credit to students transferring from out-of-state, private, or home schools and the issuance of student grades for purposes of awarding certain honors, as set forth in Section IV., are not required by statute. Therefore, the language contained in Section IV. is suggested language, and a school district may or may not include this section or may modify this section at its discretion.]***

**I. PURPOSE**

This policy recognizes student achievement that occurs in postsecondary enrollment option and other advanced enrichment programs. This policy also recognizes student achievement that occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. This policy addresses transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

**II. GENERAL STATEMENT OF POLICY**

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, postsecondary or higher education institutions, other learning environments, and online courses and programs.

### III. DEFINITIONS

- A. “Accredited school” means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes section 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).
- B. "Concurrent enrollment" means nonsectarian courses in which an eligible pupil under [Minnesota Statutes, section 124D.095 subdivision 5](#) or 5b, enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.
- C. “Course” means a course or program.
- D. “Eligible institution” means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota. An eligible institution must not require a faith statement from a secondary student seeking to enroll in a postsecondary course under this section during the application process or base any part of the admission decision on a student's race, creed, ethnicity, disability, gender, or sexual orientation or religious beliefs or affiliations.
- E. “Nonpublic school” is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- F. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

### IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

- A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools
  - 1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
  - 2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least **6** credits from the school district.

B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.
  - a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
  - b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least **6** credits from the school district.
  - c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.
  - d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.
2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.
  - a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
  - b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate

with school district graduation requirements, credit shall be awarded, but the grade shall be “P” (pass).

- c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the school district’s high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.
  - d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
  - e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.
- C. A student must provide the school with a copy of the student’s grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

## **V. POSTSECONDARY ENROLLMENT CREDIT**

- A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a postsecondary enrollment options course or program must be counted toward the graduation requirement and subject area requirements of the district.
  - 1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
  - 2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.
  - 3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student’s transcript as a course credit applied toward graduation requirements.

4. In the event the content of the postsecondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
  5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
  6. When secondary credit is granted for postsecondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a postsecondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.
- D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8, 9, 10, and 11.

## **VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS**

Consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause (7), at the discretion of the enrolling school district. A student may earn one elective credit for every 350 hours worked, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

## **VII. ADVANCED ACADEMIC CREDIT**

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.

- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

## ~~VIII. WEIGHTED GRADES~~

~~*[Note: School districts must identify in policy whether they offer courses with weighted grades. Therefore, school districts must include one of the following options in their policies]*~~

~~Weighted grades will be earned for the following courses:~~

- ~~A. AP Courses: Any Advanced Placement course taught on-site at Falls High School by an ISD #361 instructor shall receive a weighted grade.~~
- ~~B. Concurrent Enrollment Courses: Any concurrent enrollment course taught on-site at Falls High School by an ISD #361 instructor shall receive a weighted grade.~~
- ~~C. Other Courses: Chemistry, Physics, Engineering, Math Topics and any other "junior/senior" course labeled "honors".~~

~~The weighted grading committee consisting of an administrator, teacher, student and School Board member may recommend to the School Board an adjustment in the classes qualifying for weighted grades. Adjustments will relate to the number of students in classes and available faculty.~~

~~The school district will update its website prior to the beginning of each school year with a listing of the courses for which a student may earn a weighted grade.~~

## **IX.VIII PROCESS FOR AWARDING CREDIT**

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular postsecondary enrollment course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

**Legal References:** Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)  
Minn. Stat. § 120B.14 (Advanced Academic Credit)  
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.445 (Nonpublic Education Council)  
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)  
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)  
Minn. Stat. § 124D.094 (Online Instruction Act)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)

Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

***Cross References:*** MSBA/MASA Model Policy 104 (School District Mission Statement)  
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 616 (School District System Accountability)  
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)  
MSBA/MASA Model Policy 624 (Online Instruction)

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

**BOARD POLICY 506  
Student Discipline**

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

Revised February July 2024 ~~3~~ \_\_\_\_\_

*[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. DEFINITIONS**

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

### **IV. POLICY**

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
  - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis

to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

## V. 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 the student or 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 the student or 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 the student or 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.
- I. Reasonable Force Reports
  - 1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
  - 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).
  - 3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

## **VI. STUDENT RIGHTS**

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

## **VII. 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.

## **VIII. 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; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices 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. ~~Use of a cell phone in violation of the school district's Internet Acceptable use and Safety Policy; 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.

## **IX. RECESS AND OTHER BREAKS**

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
  1. a student causes or is likely to cause serious physical harm to other students or staff;
  2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
  - E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
  - F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
  - G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

## **X. 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.

## **XI. 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.

~~B.~~ *[Note: The following Sections C. – J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]*

~~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.~~

~~C.~~ ~~*[Note: The following Sections D. – L. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]*~~

~~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

**DE. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)**

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

**EF. 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.~~
1. Each teacher has the discretion to determine how to deal with the inappropriate behavior of the student. The teacher may instruct the student to a designated supervised area (library) or the office. When they are sent to the library/office, the teacher will notify the library/office staff of the name of the student reporting to the library/office. When

appropriate or necessary, the teacher will contact the office to request an escort.

2. Administrators have broad discretion to determine the consequences based on the minimum and maximum consequences established in the student handbooks. In unusual situations, administrators may impose discipline less than the minimum. In the event the student has engaged in the same or similar behavior in the pas or has engaged in persistent violation of school rules, the maximum penalties may be increased.

**FG. 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.  
Administrators will take appropriate action for each student removed from class on a case-by-case basis. Such action may include, but is not limited to, warning, student conference, parent conference, detention, or suspension.
2. Actions or approvals required such as notes, conferences, readmission plans.

**GH. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;**

1. Specification of 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.

**HI. Disabled Students with a disability; Special Provisions.**

1. Procedures for consideration of whether there is a need for further assessment;  
If the student is on an IEP (Individual Education Plan) the case manager will be notified.
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; andand the case manager in consultation with the principal can determine if more evaluation is needed.
3. Any procedures determined appropriate for referring students in need of special education services to those services.Consideration of whether there is a need for a review of the adequacy of the current IEP of a disabled student who is removed from class or disciplined will be determined by the IEP team members.

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

1. Establishment of a chemical abuse pre-assessment 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. Any teacher or school district employee who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on school premises or involved in school, shall immediately notify the building principal.~~

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

1. ~~Nothing in this policy shall prohibit the School District from taking immediate action to protect individuals and property from harm. Nor shall this policy be construed to prohibit the School District from expelling students from behavior not specifically set forth in such conduct:~~
  - i) ~~Materially and substantially disrupts the rights of others to an education; or~~
  - ii) ~~Endangers the student, other students, or individuals or property of the school. All violations of the Cod of Student Conduct will be handled on a case-by-case basis.~~

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

1. ~~School district personnel may respond to student behavior in a variety of ways in which to involve parents or guardians. They include but are not limited to, communication of concerns, parent conferences, and mediation.~~

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

1. ~~School district personnel may respond to behavioral problems in a variety of ways in attempts to modify the behavior. They include but are not limited to, verbal warning, one-to-one interaction, written communication to parents, parent conference, detention, and referral to adminsrator.~~

**M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services;**

~~School district personnel should direct suspicion or questions to principal or school social worker.~~

**N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior**

~~Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031;~~

~~N. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services; and~~

~~O. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031.~~

## **XII. 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~~ use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

~~The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.~~

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. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
  - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
  - b. kindergarten through Grade 3.
2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. 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. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. 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.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for ~~one school day or~~ less than one day, except as provided under federal law for a student with a disability. 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.
5. 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.
6. ~~The school administration shall implement alternative educational services when the suspension exceeds five (5) days.~~ Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school 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.

7. 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.
8. 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.
9. 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.)
10. 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.
11. 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.
12. 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) consecutive school days.

E. 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](#) the nonexclusionary disciplinary practices 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) and is posted on its website.
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.

### **XIII. ADMISSION OR READMISSION PLAN**

A school administrator ~~shall~~ must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan ~~may~~ must include measures to improve the student's behavior, ~~including~~ which may include completing a character education program consistent with Minnesota Statutes section 120B.232, subdivision 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain ~~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.

### **XIV. 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 exclusion or expulsion, ~~each physical assault of a school district employee by a~~ ~~student~~ pupil, and each pupil withdrawal agreement within thirty (30) days of the ~~assault~~ effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the ~~alternative educational~~

~~services~~ nonexclusionary disciplinary practices or other sanction, intervention, or resolution in response to the assault given to the ~~student~~ pupil ~~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~~ pupil's age, grade, gender, race, and special education status.

## **XV. 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.

## **XVI. 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.

## **XVII. 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.

## **XVIII. DISCIPLINE COMPLAINT PROCEDURE**

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and
6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

## **XIX. 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.

## **XX. 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)

# Independent School District #361

International Falls, MN 56649

www.isd361.k12.mn.us

## NOTICE OF SUSPENSION

Date: \_\_\_\_\_

To: \_\_\_\_\_  
(Name of Parent or Guardian) (Address)  
\_\_\_\_\_  
(City, State, Zip) (Time/Date)

Dear \_\_\_\_\_ :  
(Parent or Guardian)

\_\_\_\_\_ has been suspended from \_\_\_\_\_ for \_\_\_\_\_  
(name of student) (name of school) (number of days)  
commencing on \_\_\_\_\_.  
(date)

The grounds for suspension are:

Briefly, the facts that have been determined are:

The testimony received was:

An administrative conference to determine the above was conducted before

\_\_\_\_\_, at \_\_\_\_\_ on \_\_\_\_\_  
(Name of Administrator) (Time) (Date)

pursuant to Minn. Stat. §§ 121A.40-121A.56, a copy of which is enclosed.

The plan of readmission is:

**Alternative educational services in the form of homework will be available to be picked up at the school after**  
\_\_\_\_\_.  
(Date)

While suspended, the student may not come on any school campus except with you for the purpose of discussing conduct. If you have any questions, please call.

Sincerely,

(Administrator)

Enc: Minn. Stat. §§ 121A.40-121A.56

**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:

<b>Wesley and Carolyn Peterson</b>	FHS Speaker	<b>\$100</b>
<b>Tru Insure</b>	ECFE Valentine Dance donation	<b>\$75</b>
<b>Betty Henrickson</b>	Industrial Arts donation In memory of Wade Whitbeck	<b>\$100</b>
<b>Falls Education Foundation</b>	FES Educational Classroom Supplies	<b>\$6,169.31</b>
	FHS Educational Classroom Supplies	<b>\$2,154.07</b>
	Athletic Supplies	<b>\$9,508.86</b>

**Prom Donations:**

- Mannco Trucking \$100
- Up North Electric \$100
- Borderland Insurance Agents \$50
- Trustar Federal Credit Union \$200
- Wagner Construction \$150
- Family Chiropractic Center \$50
- Friend’s Garbage Service \$200
- Wright Interiors \$100
- Green-Larsen Mortuary \$25
- Shorewood Dental \$100
- Border Bank \$100
- Rainy Lake Medical Center \$150

## **RESOLUTION FOR ACCEPTANCE OF GIFTS AND DONATIONS**

- Bremer Bank \$250
- Sjoblom's Nursery Gift Bag
- Chocolate Moose Winter Hat
- Northern Lumber Air Fryer
- Dunkin Gift Basket
- KGHS/KSDM 4 passes to: Nickelodeon Universe, Moose Mountain, Mini-Golf

Voting against:

**Whereupon**, the resolution was declared adopted.



**Northland Learning Center**

# **LONG RANGE FACILITY PLAN**

February 2024 – Cooperative Member Board Presentation



- NLC - Districts we serve
- NLC - What do we do?
- The NEED
- The OPTIONS
- The COST
- Distribution Formula
- Funding Summary
- Approval by Member District

# MEMBER DISTRICTS (9):



## Northland Learning Center



**COOK COUNTY ISD 166**  
*Home of the Vikings*



**INTERNATIONAL FALLS**  
INDEPENDENT SCHOOL DISTRICT 361



**ELY PUBLIC SCHOOLS**  
*Home of the Timberwolves*



**CHISHOLM PUBLIC SCHOOLS**  
*Committed to High Expectations*



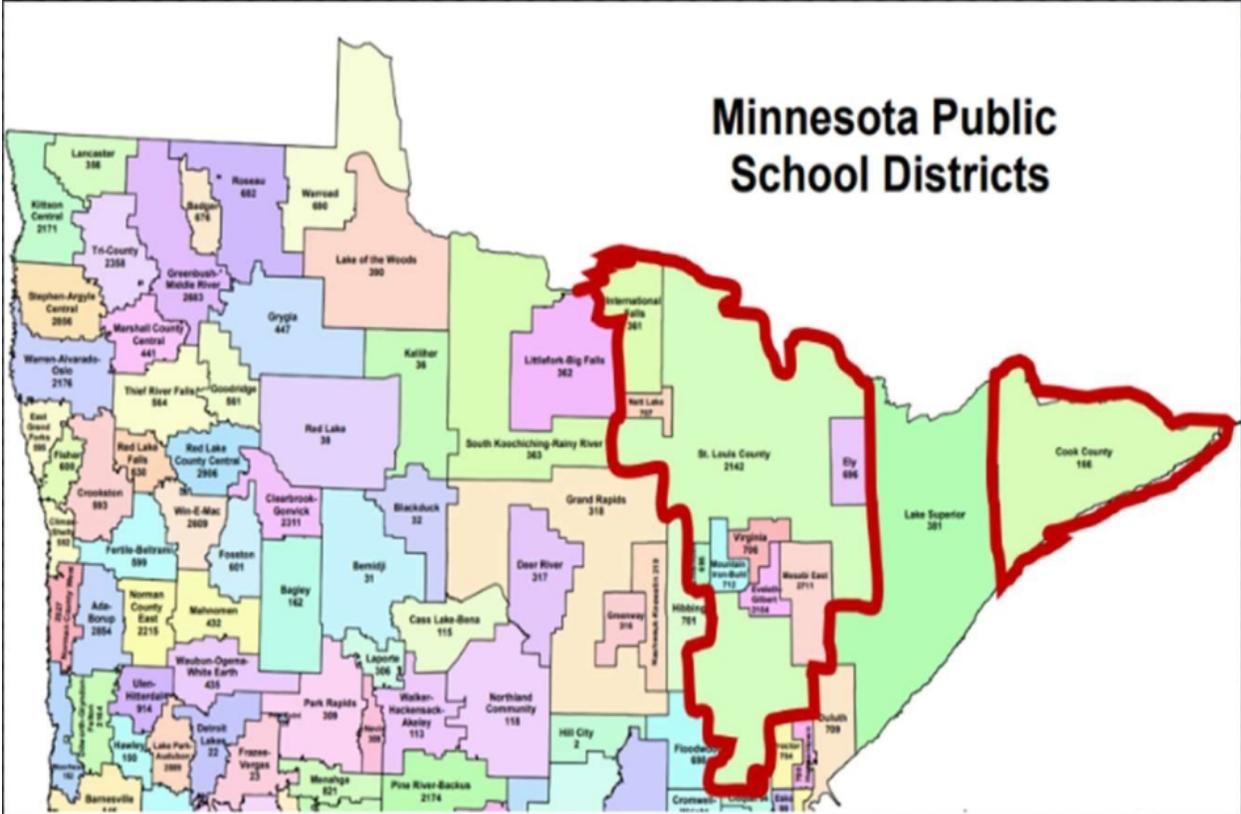
**Nett Lake Elementary School**  
*Soaring to Excellence*



**INDEPENDENT SCHOOL DISTRICT 2142**  
ST. LOUIS COUNTY SCHOOLS



**MIB**  
MOUNTAIN IRON-BUHL PUBLIC SCHOOL



**Fun Fact: Same area as the state of Connecticut**



Providing comprehensive  
special education and  
alternative learning services  
for Northeastern Minnesota schools

# SERVICES AND PROGRAMS WE PROVIDE



- School Psychologists
- Deaf/Hard of Hearing (D/HH)
- Occupational Therapy (OT)
- Physical Impaired (PI)
- Autism Support
- Due Process Specialists
- Help Me Grow Referral System (birth-age 5)
- Special Ed Assistant Directors & Coordinators
- Behavior Specialists
- Adaptive Physical Education (DAPE)
- Early Childhood Special Education (ECSE)
- Speech/Language (SLI)
- Blind/Visually Impaired (B/VI)
- Physical Therapy (PT)
- Special Ed Director
- Orientation and Mobility (O&M)
- Third Party Billing/MARSS
- Transitional 18-22 (BTI)
- Targeted Services & Credit Recovery

- ❖ Supporting special education services for students in all member districts.
- ❖ The cooperative model allows districts to pool resources, to reduce costs and enhance their ability to provide the low incidence services that are often hard to find.

# PROGRAMS



## **Elementary Focus programs: age 4 to 6th grade** *(Federal Setting IV)*

- Developmental Cognitive Disabilities (DCD)
- Emotional Behavior Disorders (EBD)
- Autism Spectrum Disorders (ASD)

## **High School Focus programs: 7th to 12th grade** *(Federal Setting IV)*

- Developmental Cognitive Disabilities (DCD)
- Emotional Behavior Disorders (EBD)
- Autism Spectrum Disorders (ASD)

## **Alternative Learning Center (ALC) - Grades 7-12**

- One site at the NLC and one site in International Falls
- Targeted Services (grades K-8)
- Credit Recovery – Night School and Summer School (grades 9- 12)

## **18-22 Bridge to Independence Transition program**

- Developmental Cognitive Disabilities (DCD)

# CURRENT ENROLLMENT



District Enrollments			District Special Ed		
Cook County ISD 166	431	5.0%	Cook County ISD 166	119	6.2%
International Falls ISD 361	899	10.5%	International Falls ISD 361	200	10.4%
Chisholm ISD 695	688	8.1%	Chisholm ISD 695	137	7.1%
Ely ISD 696	508	5.9%	Ely ISD 696	84	4.4%
Nett Lake ISD 707	40	0.5%	Nett Lake ISD 707	17	0.9%
Mt. Iron/Buhl ISD 712	560	6.6%	Mt. Iron/Buhl ISD 712	89	4.6%
St. Louis County ISD 2142	2014	23.6%	St. Louis County ISD 2142	542	28.3%
Rock Ridge ISD 2909	2501	29.3%	Rock Ridge ISD 2909	441	23.0%
Mesabi East ISD 2711	904	10.6%	Mesabi East ISD 2711	177	9.2%
NLC			NLC	112	5.8%
<b>Total Enrollment</b>	<b>8545</b>	<b>100%</b>	<b>Special Ed Enrollment</b>	<b>1918</b>	<b>100%</b>

The NLC supports special education for 1,918 students across northeastern MN.

We provide Level IV and ALC programming for 6% of the special education students across 7 member districts.

# PLAN DEVELOPMENT HISTORY – 4 YEARS

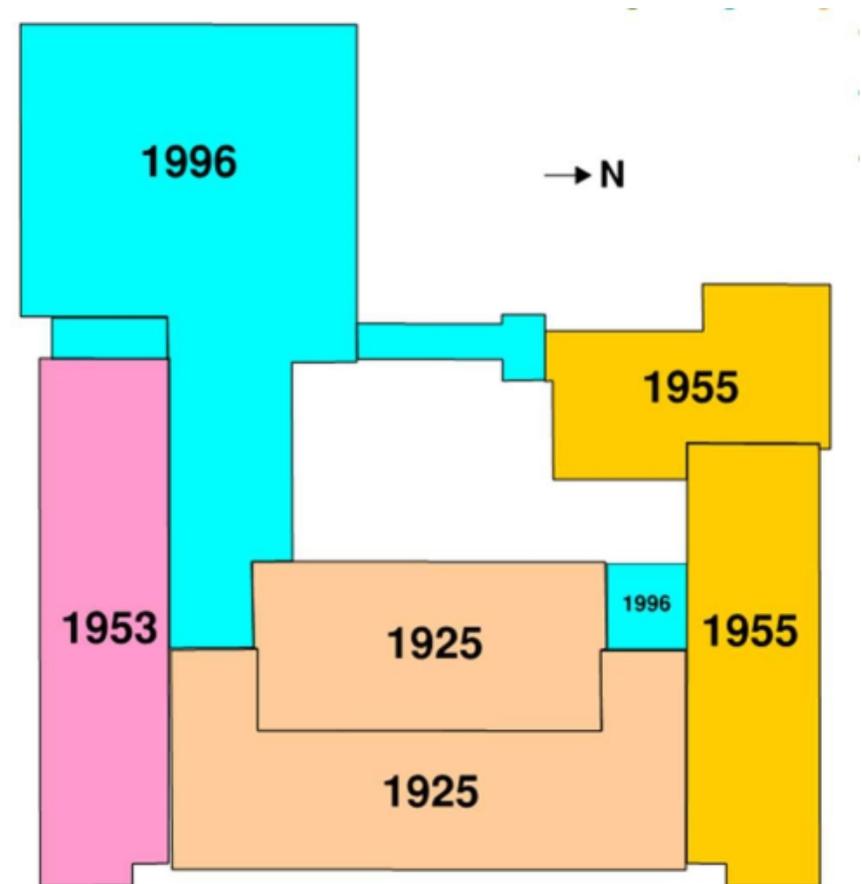


- RFP in 2019 & ICS hired in Oct for Long Range Facility planning, design and construction
- ICS provided:
  - Facility Needs Assessment Performed
  - Staff and Community Listening Sessions
  - Assessed and reviewed nine other facilities and many site options
  - Multiple Updated plan options and budgets
- WOLD Architects provided space programming and preliminary design layouts
- Ehlers assisting in funding options and formula from 2020- present
- Enrollment and financial review by NLC staff in 2020 and again in 2023
- Determination: Not fiscally possible without additional funding
  - Costin Group (Cerkvenik & Anderson) hired by NLC for lobbying for 2022-present
  - Legislative Testimony for additional Collaborative Ed. Funding
  - Working with IRRR for additional funding options

# CURRENT HOME FOR NLC



- Original James Madison School
- Approximately 83,000 ft<sup>2</sup>
- Average age of facility is 70+ year old
- Parts of the building are 98 years old
- 2.5 Acre site
- Leased from Rock Ridge



# EXISTING FACILITY CHALLENGES:



## Heating Plant

- 2 – Very Old Steam Boilers (age unknown)
- Steam serves perimeter radiation and Unit Ventilators
- Steam to Hot Water heat exchanger for 1996 ventilation equipment



# EXISTING FACILITY CHALLENGES:



## Asbestos Insulation

- Older sections of steam piping insulation in boiler room and above hallway ceilings
- Misc. piping elbows/fittings



# EXISTING FACILITY CHALLENGES:



## Building Automation System

- Pneumatic control system
- Limited control
- Reactive maintenance



# EXISTING FACILITY CHALLENGES:



## Interior – Basement Flooring

- Most flooring removed over time due to flooding (heavy rains) and sewer backup from City system
- High humidity levels. Several dehumidifiers in use all year round.



# EXISTING FACILITY CHALLENGES:

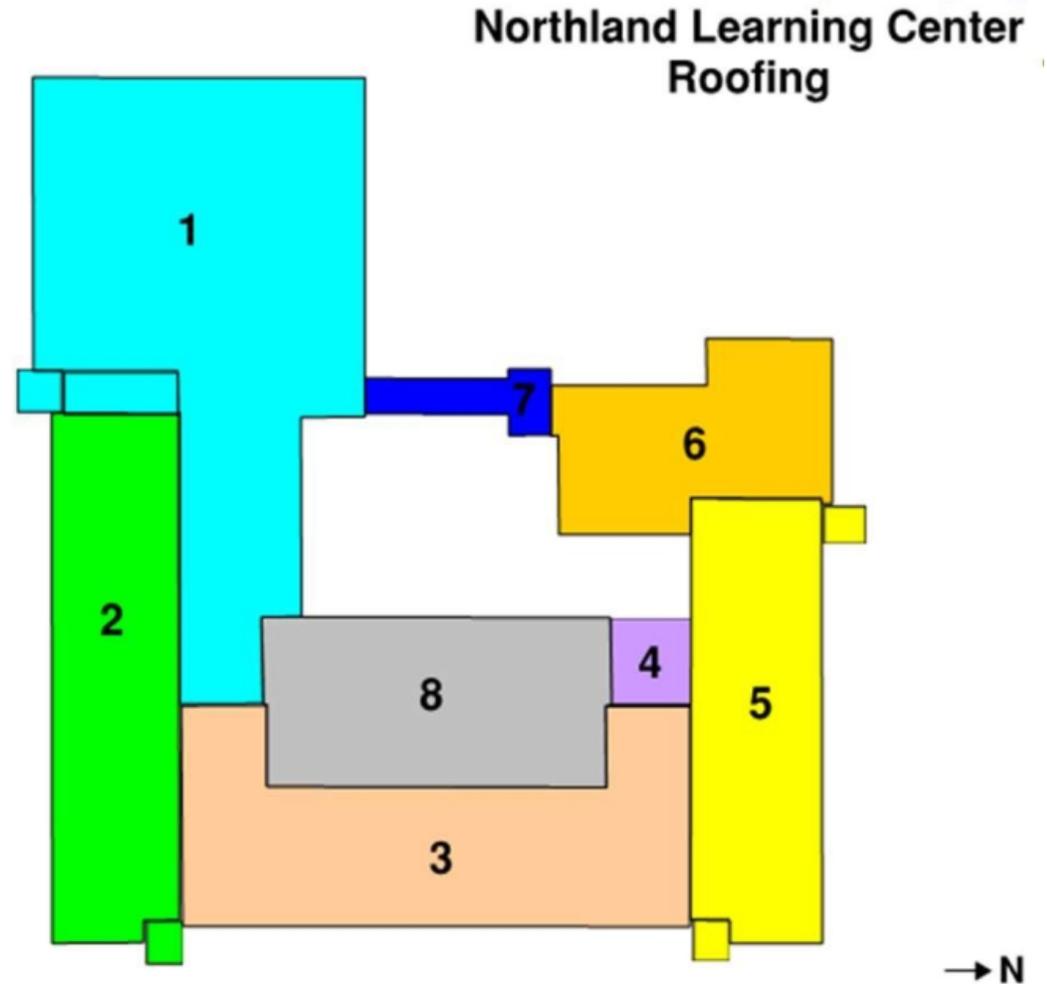


## Building Envelope – Roofing & Exterior

- Last roof replacement - 14 years ago
- 1996 sections (1,4,6 & 7) and roof 8 are beyond useful life
- Leaks are being repaired as needed
- Exterior brick is crumbling
- Maintenance has been minimal



Area - Age	
1	- 1996
2	- 2010
3	- 2010
4	- 1996
5	- 2010
6	- 1996
7	- 1996
8	- ????



# PRELIMINARY OPTIONS:



## NLC Board Considered:

1. Remodeling existing 1925 – 1996 building sections
  - Issues with 1925 section, lead piping, asbestos, fit for function etc... No Go.
2. **Demo old parts of existing NLC and add new space**
  - **An option has been developed**
3. Move, remodel/build to suit in, another building within quad city area
  - Multiple buildings have been evaluated, none currently exist
4. **Build new**
  - **An option has been developed**

***NLC Board Considering Option #2 or Option #4***



# PRELIMINARY OPTIONS: OPTION #2



## OPTION #2

### STAY AT EXISTING NLC SITE:

Abatement, Demo, Sitework	\$3,000,000
12,500 ft <sup>2</sup> Remodel Kitchen & Gym	\$1,600,000
28,600 ft <sup>2</sup> 2 story Addition	<u>\$12,600,000</u>
<b>Total</b>	<b>\$17,200,000</b>

(Costs include: Permits, Fees, Professional Services, 10% contingency, parking, playground, utilities, site access)  
(Assumes Rock Ridge sells existing property for \$1)

**Add ALC: 3,240 ft<sup>2</sup> = \$1,000,000 Existing building remodel**

# PRELIMINARY OPTIONS: OPTION #4



**PROPOSED NEW LOCATION (MT. IRON)**  
(Selected after several properties were evaluated)

**OPTION #4**



**Properties are currently being held for NLC**

**Red** = 2.14 Acres (Northward Properties)

**Blue** = 2.86 Acres (City of Mt. Iron)

**Total = 5.00 Acres**

**Land Cost = \$600,000**

# PRELIMINARY OPTIONS: OPTION #4



## PROPOSED NEW LOCATION (MT. IRON)

## OPTION #4

### New NLC Facility Cost Estimate:

#### Facility:

38,000 ft<sup>2</sup> = \$15,200,000

#### Land, Site Work, Parking, Playground, Utilities, etc.

= \$3.6M Estimate

**Total = \$18.8M**

(Costs include: Permits, Fees, Professional Services, 10% contingency)

### Option to Add ALC:

3,240 ft<sup>2</sup> = \$1,300,000

# NLC FUNDING SECURED IN 2023!!



## New Funding:

- IRRR approval of \$10.6 M in funding granted to the NLC – December 2023
- Special legislation passed allowing additional \$65/pupil unit lease levy authority for school districts (for cooperative facility use only) secured via 2023 legislature
- Construction materials Sales tax exemption secured via 2023 legislature
- City of Mt. Iron offer of land

# FUNDING SUMMARY



## Option #2: Stay at Existing Facility

\$17,200,000

-\$10,600,000 (IRRR)

-\$ 600,000 (NLC General Fund Contribution)

**\$6,000,000 (Member districts contribution)**

## Option #4: New Facility

\$18,800,000

-\$10,600,000 (IRRR)

-\$ 600,000 (NLC General Fund Contribution, cover land costs)

**\$7,600,000 (Member districts contribution)**

# Lease Purchase Financing – Annual Payment of \$537,000

- Net Deposit to Construction Fund
  - 20 Year Term = \$6,620,000
- Assumptions
  - \$65 per pupil unit from all member districts, (New Levy Authority)
  - Based on Payable 2024, FY 2025 Pupil Unit estimates, except 50% allocation from Cook County and International Falls
    - Generates \$541,288
  - Issuance/funds available in April 2025
  - First tax levy for member districts approved by September 2024 for the Payable 2025 Levy

# Lease Calculation/Distribution

District	ISD No.	FY 2025 Adjusted Pupil Units*	Enrollment (Redistributing ISD 361 and 166)	Annual Lease Payment Allocation	Co-op Lease Levy Limit \$65 per pupil
Cook County	166	479.00	239.50	\$14,230.88	\$15,568
International Falls	361	961.60	480.80	28,568.72	31,252
Chisholm	695	735.00	735.00	47,808.32	47,775
Ely	696	551.80	551.80	35,892.02	35,867
Nett Lake	707	76.60	76.60	4,982.47	4,979
Mt Iron / Buhl	712	630.00	630.00	40,978.56	40,950
St. Louis County	2142	2,114.00	2,114.00	137,505.84	137,410
Mesabi East	2711	951.40	951.40	61,884.13	61,841
Rock Ridge	2909	2,548.40	2,548.40	165,761.54	165,646
		9,047.80	8,327.50	\$537,613	\$541,288

Note: Pupil unit estimates and lease levy capacity as of the taxes payable 2024 levy certification worksheets.

# Tax Impact

Assumes first year tax impact will be the same for either term.

		International Falls
Type of Property	Estimated Market Value	Estimated Impact on ANNUAL Taxes Beginning in Taxes Payable 2025
Residential Homestead	\$75,000	\$1
	100,000	2
	125,000	2
	150,000	3
	175,000	4
	200,000	4
	250,000	6
	300,000	7
Commercial/ Industrial	400,000	10
	\$50,000	\$2
	100,000	4
	250,000	10
Agricultural Homestead (average value per acre of land & buildings)	500,000	23
	\$2,000	\$0.02
	4,000	0.05
	6,000	0.07
	8,000	0.10
Agricultural Non-Homestead (average value per acre of land & buildings)	10,000	0.12
	\$2,000	\$0.05
	4,000	0.10
	6,000	0.15
	8,000	0.20
	10,000	0.25



- The 9 member districts commit to a new or remodeled NLC.
- District Superintendents, via the NLC Board, have authority to proceed with a plan not to exceed a contribution level equivalent to \$65/pupil unit for 20 years.
- NLC Board and Individual boards will need to pass a resolution to amend the JPA when final project and funding is presented.

***All for One, One for All for our most special needs students!!***