

## Regular School Board Meeting

Monday, March 18, 2024 5:15 PM

FHS Library and YouTube Live Stream, 1515 11th Street, International Falls, Minnesota 56649

**This School Board Meeting is available to watch via Live Stream by selecting the following link or by going to the "Falls High Journalism" youtube page.**

### Call to Order

#### 1. Roll Call:

___ Jessica Crosby, Director	___ Dale Johnson, Director
___ Toni Korpi, Director	___
Bruce Raboin, Treasurer	___
___ Tina Sather, Clerk	___
Roxanne Skogstad-Ditsch, Board Chair	___
___ JoAnn Smith, Vice Board Chair	

#### Non-Voting Members:

\_\_\_ Kevin Grover, Superintendent  
\_\_\_ Mitch Erickson, Student Representative

#### 2. Pledge of Allegiance

### Approval of Agenda

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

### Open Forum

1. Elk's February Student's of the Month: Lola Valenzuela and Adyson Wallander
2. Elk's March Student's of the Month: Olivia Master and Noah Shikowsky
3. Public Open Forum

3.a. Chad Baldwin and Leif Larson: Cornerstone Coop

3.b. Nexus presentation.

### Committee and Administrative Reports

1. Mitch Erickson, Student Representative
2. Melissa Tate, Elementary Principal
3. Tim Everson, Secondary Principal
4. Timm Ringhofer, Activities Director
5. Kevin Grover, Superintendent:
6. 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 \$454,387.30 for pay periods February 23 and March 8, 2024.
2. Approve current accounts payable due in the amount of \$495,837.76.
3. Approve past meeting minutes for the regular school board meeting on February 20, February 26, and March 12, 2024.
4. Second reading of School Board Policy 406 - Public and Private Personnel Data
5. Second reading of School Board Policy 410 - Family and Medical Leave Policy
6. Second reading of School Board Policy 413 - Harassment and Violence
7. Second reading of School Board Policy 416 - Drug, Alcohol, and Cannabis Testing
8. Second reading of School Board Policy 506 - Student Discipline
9. Second reading of School Board Policy 507 - Corporal Punishment and Prone Restraint
10. Second reading of School Board Policy 515 - Protection and Privacy of Pupil Records
11. Second reading of School Board Policy 606.5 - Library Materials (New Form)
12. Second reading of School Board Policy 620 - Credit for Learning
13. Acknowledge Jennifer Erickson as a volunteer Track Coach for the 2023-2024 season.
14. First reading of School Board Policy 203.6 - Consent Agendas
15. First reading of School Board Policy 422 - Policies Incorporated by Reference
16. First reading of School Board Policy 501 - School Weapons Policy
17. First reading of School Board Policy 502 - Search of Student Lockers, Desks, Personal Possessions, and Student's Person
18. First reading of School Board Policy 505 - Distr. of Non-School-Sponsored Materials on School Premises by Students and Employees
19. First reading of School Board Policy 511 - School Fundraising
20. First reading of School Board Policy 523 - Policies Incorporated by Reference
21. First reading of School Board Policy 526 - Hazing Prohibition
22. First reading of School Board Policy 531 - The Pledge of Allegiance
23. First reading of School Board Policy 535 - Service Animals in Schools
24. First reading of School Board Policy 610 - Field Trips
25. First reading of School Board Policy 612 - Development of Parent and Family Engagement Policies for Title 1 Programs

26. First reading of School Board Policy 701.1 - Modification of School District Budget
27. Approve the hire of Emanuel Etienne as a full-time Custodian effective March 28, 2024.
28. Accept resignation of Scott Klonser, Custodian, effective March 8, 2024.
29. Acknowledge Mike Pelland as volunteer junior high Softball Coach for the 2023-2024 season.
30. Acknowledge Gina LaBlanc as volunteer junior high Softball Coach for the 2023-2024 season.
31. Accept resignation from Stacy Grover, Business Manager, effective April 23, 2024.
32. Hire Tony Casareto as paid Assistant Golf Coach for the 2023-2024 season. This position will be funded in total from a Golf Booster Club donation.
33. Approve a reading adoption cycle for grades 6 to 12 at an estimated cost of \$84,522.91 and a social studies adoption cycle for grades K-5 at an estimated cost of \$40,477.09 for the school year 2024-2025.
34. Approve purchase of a bus for the school year 2024-2025 at a cost estimate of \$130,000. Current lead time for bus purchase is 6-9 months from date of order. This is a fiscal year 2024-2025 expense.
35. Receive the updated Accounting and Financial Procedures Manual.

#### **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. Adopt the 2024-2025 School Year version B. Motion by \_\_, second by \_\_. Motion carried / failed.
- 1.c. Approve the L4798 Education Minnesota Educational Support Paraprofessionals July 1, 2023 to June 30, 2025.
- 1.d. Approve MSHSL cooperative agreement with Cornerstone Christian School for Boys Hockey effective the 2024 - 2025 school year. Motion by \_\_, second by \_\_. Motion carried / failed

#### **Budget Discussion**

1. Receive update on Final FY2023-2024 expense and revenue budgets.
2. Receive update on FY2024-2025 draft tentative expense and revenue budgets.
3. FHS Sections and FES Sections dated 3.13.24

#### **Adjournment**

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

Payable Summary  
March 18, 2024

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
201129905	AIM ELECTRONICS INC	2/22/2024	45078	Remote Start/Stop/Horn	2922400077	\$210.00
201129906	ALL SEASON EQUIPMENT I	2/22/2024	11024	Swap 4 tires on bobcat	8102400226	\$140.00
201129907	Aramark	2/22/2024	2630244191	Rug service for FES and FHS	8102400090	\$31.45
	Aramark	2/22/2024	2630244190	Rug service for FES and FHS	8102400090	\$47.95
	Aramark	2/22/2024	2630249725	Rug service for FES and FHS	8102400090	\$31.45
	Aramark	2/22/2024	2630249724	Rug service for FES and FHS	8102400090	\$47.95
201129908	BLICK ART MATERIALS	2/22/2024	2424206	ART SUPPLIES LISA SIMON	2122400003	\$386.69
	BLICK ART MATERIALS	2/22/2024	2482712	ART SUPPLIES LISA SIMON	2122400003	\$105.40
201129909	Faith United Church of Chr	2/22/2024	30124	ALC classroom lease	1102400011	\$984.98
201129910	Hand2mind	2/22/2024	248871	FEF - Emily Carlson	1302400126	\$179.98
201129911	Hasbargen Customs LLC	2/22/2024	1616	Alleson Athletic Youth Reversible Mesh Tank. Purple/White with full front print and back numbers Rec Basketball	2922400080	\$66.00
	Hasbargen Customs LLC	2/22/2024	1616	Alleson Athletic Youth Reversible Mesh Tank. Purple/White with full front print and back numbers Rec Basketball	2922400080	\$66.00
	Hasbargen Customs LLC	2/22/2024	1596	Team Sweatshirts for Knowledge Bowl	2922400072	\$100.00
201129912	HILLYARD HUTCHINSON	2/22/2024	700568230	Squeegee kit and side skirt for floor scrubber FHS	8102400163	\$202.72
	HILLYARD HUTCHINSON	2/22/2024	605396119	Vacuum FES, drain hose and squeegee for fhs floor scrubber.	8102400224	\$38.90
	HILLYARD HUTCHINSON	2/22/2024	605396119	Vacuum FES, drain hose and squeegee for fhs floor scrubber.	8102400224	\$6.43
201129913	KANTOR ELECTRIC INC	2/22/2024	18072	Cat6 Network Cable	6052400085	\$301.44
201129913	KANTOR ELECTRIC INC	2/22/2024	18062	Trouble shoot arena Exhaust fan issues	8102400221	\$270.00

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	KANTOR ELECTRIC INC	2/22/2024	18077	Wood shop paint both exhaust fan not working.	8102400234	\$162.00
	KANTOR ELECTRIC INC	2/22/2024	18078	Boys locker room water fountain install GFCI	8102400235	\$356.31
201129914	LVC Companies Inc	2/22/2024	123772	Annual Fire Alarm Service for FHS,FES and Bronco Arena	8102400080	\$536.00
201129915	Marco Technologies LLC	2/22/2024	12180202	Canon Toner guidance office	0	\$52.80
201129916	MN SCHOOL BOARD ASSN	2/22/2024	09862-Y3S3P4	Phase 1 and Phase 2 DJ	0	\$335.00
201129917	North Country Collision	2/22/2024	14190343	Windshield Installation Unit 544	7602400055	\$217.50
201129918	PEPPER JW & SON INC	2/22/2024	366126814	BAND SUPPLIES JUSTIN TRUE	2582400009	\$47.99
201129919	SCHMITT MUSIC CENTERS	2/22/2024	5504643	BAND SUPPLIES JUSTIN TRUE	2582400010	\$181.68
201129920	Sonova USA Inc.	2/22/2024	5400122477	Hearing Aid Repair (Peterson)	1302400087	\$169.99
201129921	VARITRONICS	2/22/2024	168440	Varitronics Poster Machine Ink	1302400163	\$340.74
201129922	ViG Solutions	2/22/2024	12415	Dell Optiplex 24(7410) AIO Desktop PC.	6052400083	\$29,850.00
	ViG Solutions	2/22/2024	12442	Dell Optiplex 7040 AIO Desktop PC	6052400088	\$13,846.00
201129923	AFT Local #331	2/23/2024	20240223ADDUE1A	Payroll accrual	0	\$3,142.42
	AFT Local #331	2/23/2024	20240223ADDUE1A	Payroll accrual	0	\$141.55
201129924	ND Child Support Division	2/23/2024	20240223ADCSP10	Child Support	0	\$276.93
201129925	Para Local #4798	2/23/2024	20240223ADDUE2A	Payroll accrual	0	\$617.27
	Para Local #4798	2/23/2024	20240223ADDUE2A	Payroll accrual	0	\$63.03
201129926	Anderson, Randy	2/26/2024	G BB 02-13-24	G Basketball official V and JV vs Warroad 02-13-2024	0	\$158.00
201129927	ERZAR, JIM	2/26/2024	G BB 02-13-24	G Basketball official V and JV vs Warroad 02-13-2024	0	\$158.00
	ERZAR, JIM	2/26/2024	G BB 02-13-24	G Basketball official V and JV vs Warroad 02-13-2024	0	\$140.70
201129928	Fish, Dave	2/26/2024	G BB Official	Girls and Boys Basketball	0	\$158.00
	Fish, Dave	2/26/2024	G BB Official	Girls and Boys Basketball	0	\$175.00
201129929	Fraser, Bryon	2/26/2024	B Swim	B Swim Official	0	\$100.00
	Fraser, Bryon	2/26/2024	B Swim	B Swim Official	0	\$150.00

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	Fraser, Bryon	2/26/2024	B Swim	B Swim Official	0	\$142.04
201129930	Gouin, Vincent	2/26/2024	02-14-24 Adult H	02-14-24 Two adult Wed games @ \$40.00 a game	0	\$80.00
201129931	Hibbing ISD #701	2/26/2024	Speech @ Hibbing	Speech Team	0	\$6.00
	Hibbing ISD #701	2/26/2024	Speech @ Hibbing	Speech Team	0	\$12.00
	Hibbing ISD #701	2/26/2024	Speech @ Hibbing	Speech Team	0	\$30.00
	Hibbing ISD #701	2/26/2024	Speech @ Hibbing	Speech Team	0	\$6.00
	Hibbing ISD #701	2/26/2024	Speech @ Hibbing	Speech Team	0	\$6.00
	Hibbing ISD #701	2/26/2024	Speech @ Hibbing	Speech Team	0	\$18.00
201129932	IVANCICH, FRANK	2/26/2024	B BB 02-12-24	B Basketball V and JV Official Vs Roseau 02-12-24	0	\$158.00
	IVANCICH, FRANK	2/26/2024	B BB 02-12-24	B Basketball V and JV Official Vs Roseau 02-12-24	0	\$159.46
201129933	Meininger, Jerry	2/26/2024	B Swim Official	B Swim Official	0	\$100.00
	Meininger, Jerry	2/26/2024	B Swim Official	B Swim Official	0	\$142.04
	Meininger, Jerry	2/26/2024	B Swim Official	B Swim Official	0	\$150.00
201129934	SCAIA, TODD	2/26/2024	02-01-24 Mileage	Mileage for G Hockey 166 Miles @ .67 on 02-01-24	0	\$111.22
201129935	Superior High School	2/26/2024	12-30-23 Swim	Entry Fee for Boys Swim on 12/30/2023	0	\$110.00
201129936	TAUS, Dave	2/26/2024	B BB 02-12-24	B Basketball V and JV Official Vs Roseau 02-12-24	0	\$158.00
201129937	ZUPETZ, Jeff	2/26/2024	B BB 02-12-24	B Basketball V and JV Official Vs Roseau 02-12-24	0	\$158.00
201129938	US FOODSERVICE	2/26/2024	4931217	Food for Meal Services	7702400011	\$88.19
	US FOODSERVICE	2/26/2024	5080364	Food for Meal Services	7702400011	\$105.64
	US FOODSERVICE	2/26/2024	5982075	Food for Meal Services	7702400011	-\$5.50
	US FOODSERVICE	2/26/2024	4878645	Food for Meal Services	7702400011	\$1,174.10
	US FOODSERVICE	2/26/2024	4878645	Food for Meal Services	7702400011	\$72.04
	US FOODSERVICE	2/26/2024	4974577	Food for Meal Services	7702400011	\$1,292.65
	US FOODSERVICE	2/26/2024	4974577	Food for Meal Services	7702400011	\$366.44
	US FOODSERVICE	2/26/2024	4974569	Food for Meal Services	7702400011	\$122.50
	US FOODSERVICE	2/26/2024	4974573	Food for Meal Services	7702400011	\$1,371.54

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	US FOODSERVICE	2/26/2024	4974573	Food for Meal Services	7702400011	\$117.26
	US FOODSERVICE	2/26/2024	5950850	Food for Meal Services	7702400011	-\$50.23
	US FOODSERVICE	2/26/2024	5058418	Food for Meal Services	7702400011	\$2,421.79
	US FOODSERVICE	2/26/2024	5058418	Food for Meal Services	7702400011	\$499.02
	US FOODSERVICE	2/26/2024	4878646	Pre School Snacks	1302400051	\$461.66
	US FOODSERVICE	2/26/2024	5913284	Food for Meal Services	7702400011	-\$17.40
	US FOODSERVICE	2/26/2024	5002634	Food for Meal Services	7702400011	\$59.70
	US FOODSERVICE	2/26/2024	5939077	Food for Meal Services	7702400011	-\$0.33
	US FOODSERVICE	2/26/2024	4974568	Food for Meal Services	7702400011	\$140.00
	US FOODSERVICE	2/26/2024	4801258	Kindergarten Snacks	1302400051	\$230.84
	US FOODSERVICE	2/26/2024	4701531	Food for Meal Services	7702400011	\$888.07
	US FOODSERVICE	2/26/2024	4701531	Food for Meal Services	7702400011	\$262.37
	US FOODSERVICE	2/26/2024	4801257	Food for Meal Services	7702400011	\$1,228.39
	US FOODSERVICE	2/26/2024	4801257	Food for Meal Services	7702400011	\$126.37
	US FOODSERVICE	2/26/2024	4838180	Food for Meal Services	7702400011	\$252.38
	US FOODSERVICE	2/26/2024	4838186	Food for Meal Services	7702400011	\$31.38
	US FOODSERVICE	2/26/2024	4878653	Food for Meal Services	7702400011	\$263.36
	US FOODSERVICE	2/26/2024	4878637	Food for Meal Services	7702400011	\$2,246.44
	US FOODSERVICE	2/26/2024	4878637	Food for Meal Services	7702400011	\$178.46
	US FOODSERVICE	2/26/2024	5159448	Food for Meal Services	7702400011	\$43.75
	US FOODSERVICE	2/26/2024	5159450	Food for Meal Services	7702400011	\$1,268.36
	US FOODSERVICE	2/26/2024	5159450	Food for Meal Services	7702400011	\$57.96
	US FOODSERVICE	2/26/2024	5159449	Food for Meal Services	7702400011	\$43.75
	US FOODSERVICE	2/26/2024	5058423	Food for Meal Services	7702400011	\$906.29
201129938	US FOODSERVICE	2/26/2024	5058423	Food for Meal Services	7702400011	\$58.57
	US FOODSERVICE	2/26/2024	5058424	Kindergarten Snacks	1302400051	\$84.48
	US FOODSERVICE	2/26/2024	5159454	Food for Meal Services	7702400011	\$890.41
	US FOODSERVICE	2/26/2024	5159454	Food for Meal Services	7702400011	\$85.21
	US FOODSERVICE	2/26/2024	5111736	Food for Meal Services	7702400011	\$88.55
	US FOODSERVICE	2/26/2024	5236378	Food for Meal Services	7702400011	\$1,570.04
	US FOODSERVICE	2/26/2024	5236378	Food for Meal Services	7702400011	\$95.70
	US FOODSERVICE	2/26/2024	5159450B	Food for Meal Services	7702400011	-\$11.03
	US FOODSERVICE	2/26/2024	5336283	Food for Meal Services	7702400011	\$2,561.40

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	US FOODSERVICE	2/26/2024	5336283	Food for Meal Services	7702400011	\$494.61
	US FOODSERVICE	2/26/2024	5336282	Food for Meal Services	7702400011	\$87.50
	US FOODSERVICE	2/26/2024	5292351	Food for Meal Services	7702400011	\$44.78
	US FOODSERVICE	2/26/2024	5517910	Food for Meal Services	7702400011	\$70.08
	US FOODSERVICE	2/26/2024	5373667	Food for Meal Services	7702400011	\$367.13
	US FOODSERVICE	2/26/2024	5517907	Food for Meal Services	7702400011	\$1,332.08
	US FOODSERVICE	2/26/2024	5517907	Food for Meal Services	7702400011	\$213.57
	US FOODSERVICE	2/26/2024	5517912	Food for Meal Services	7702400011	\$41.15
	US FOODSERVICE	2/26/2024	5517908	Food for Meal Services	7702400011	\$157.50
	US FOODSERVICE	2/26/2024	5336287	Pre School Snacks	1302400051	\$193.60
	US FOODSERVICE	2/26/2024	5336289	Food for Meal Services	7702400011	\$195.43
	US FOODSERVICE	2/26/2024	5236381	Food for Meal Services	7702400011	\$1,182.40
	US FOODSERVICE	2/26/2024	5236381	Food for Meal Services	7702400011	\$29.65
	US FOODSERVICE	2/26/2024	5336286	Food for Meal Services	7702400011	\$1,547.82
	US FOODSERVICE	2/26/2024	5336286	Food for Meal Services	7702400011	\$277.07
	US FOODSERVICE	2/26/2024	5517906	Falls Ed Foundation Employee Wellness	3002400069	\$251.93
	US FOODSERVICE	2/26/2024	5517906B	Food for Meal Services	7702400011	\$49.99
201129939	Region 7A	2/27/2024	B Hockey Tourname	Boys Hockey Tournament Student/Adult Ticket Sale district Employees Workers	0	\$1,700.00
201129940	Region 7A	2/28/2024	B Hockey Tourn	Boys Hockey Tournament Student/Adult ticket Sale District Employees Workers	0	\$45.00
201129941	Align Chiropractic & Welln	3/1/2024	7648-C01	Drug Testing	7602400000	\$35.00
	Align Chiropractic & Welln	3/1/2024	7650-C01	Drug Testing	7602400000	\$35.00
	Align Chiropractic & Welln	3/1/2024	7655-C01	Drug Testing	7602400000	\$35.00
201129941	Align Chiropractic & Welln	3/1/2024	7656-C01	Alcohol Testing	7602400000	\$50.00
201129942	BECKER ARENA PRODUCTS	3/1/2024	611870	Arena glass panels	8102400232	\$2,093.00
201129943	COCA-COLA BOTTLING CO	3/1/2024	48222	FHS; Ala Carte Beverages	7702400012	\$253.10
	COCA-COLA BOTTLING CO	3/1/2024	48490	FHS; Ala Carte Beverages	7702400012	\$285.30
	COCA-COLA BOTTLING CO	3/1/2024	48639	FHS; Ala Carte Beverages	7702400012	\$240.90
201129944	Column Software PBC	3/1/2024	02DD9D5C-0016	Board meeting public notice	102400010	\$87.51

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	Column Software PBC	3/1/2024	02DD9D5C-0018	Board meeting public notice	102400010	\$192.27
	Column Software PBC	3/1/2024	02DD9D5C-0019	Board meeting public notice	102400010	\$264.80
201129945	EVOLVE U FITNESS & WELI	3/1/2024	52	PALS	5002400003	\$100.00
201129946	GUARDIAN PEST CONTROL	3/1/2024	2544110	Pest control year contract billed monthly, will start July 1st 2023	8102400001	\$35.50
	GUARDIAN PEST CONTROL	3/1/2024	2544110	Pest control year contract billed monthly, will start July 1st 2023	8102400001	\$35.50
201129947	J2M APPAREL CO	3/1/2024	10384	Golf jackets with KAPE messaging on them for coaches. Roll over money.	7902400075	\$260.00
201129948	K&K MEYERS INC	3/1/2024	1075	Repair FES north door facing arena.	8102400229	\$105.00
201129949	KANTOR ELECTRIC INC	3/1/2024	18031	Unhook power for pool area drinking fountain	8102400188	\$54.00
	KANTOR ELECTRIC INC	3/1/2024	18039	Replace faulty GFI on water cooler	8102400194	\$145.40
	KANTOR ELECTRIC INC	3/1/2024	18026	Wire outlet for ticket booth arena and replace 12 exit emergency lights	8102400187	\$2,604.05
	KANTOR ELECTRIC INC	3/1/2024	18089	Install 2 drop power cords in metal shop to replace broken power reels	8102400244	\$502.90
	KANTOR ELECTRIC INC	3/1/2024	18090	Wood shop troubleshoot jointer tripped over load	8102400241	\$108.00
201129950	MIDCONTINENT COMMUN	3/1/2024	1.24861E+13	FHS Moveable Internet for Arena and Fields, Elevator Phone 124861401	6052400010	\$176.72
	MIDCONTINENT COMMUN	3/1/2024	1.24861E+13	FHS Moveable Internet for Arena and Fields, Elevator Phone 124861401	6052400010	\$20.00
201129951	MN ENERGY RESOURCES C	3/1/2024	0505015015-00001	Garage; Natural Gas Services	8102400040	\$1,129.50

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
201129952	PAN O GOLD BAKING CO	3/1/2024	1.00099E+13	Bread for Meal Service	7702400013	\$52.50
	PAN O GOLD BAKING CO	3/1/2024	1.00099E+13	Bread for Meal Service	7702400013	\$52.50
	PAN O GOLD BAKING CO	3/1/2024	1.00099E+13	Bread for Meal Service	7702400013	\$21.00
	PAN O GOLD BAKING CO	3/1/2024	1.00099E+13	Bread for Meal Service	7702400013	\$52.50
	PAN O GOLD BAKING CO	3/1/2024	1.00099E+13	Bread for Meal Service	7702400013	\$92.40
	PAN O GOLD BAKING CO	3/1/2024	1.00099E+13	Bread for Meal Service	7702400013	\$122.50
	PAN O GOLD BAKING CO	3/1/2024	1.00099E+13	Bread for Meal Service	7702400013	\$52.50
	PAN O GOLD BAKING CO	3/1/2024	1.00099E+13	Bread for Meal Service	7702400013	\$66.90
201129953	RATWIK ROSZAK & MALOŃ	3/1/2024	75842	services	1102400037	\$2,670.50
	RATWIK ROSZAK & MALOŃ	3/1/2024	75841	services	1102400037	\$212.00
201129954	SANDSTROM'S INC	3/1/2024	490772	Milk for Meal Service	7702400010	\$745.86
	SANDSTROM'S INC	3/1/2024	490772	Milk for Meal Service	7702400010	\$262.64
	SANDSTROM'S INC	3/1/2024	490033	Milk for Meal Service	7702400010	\$722.77
	SANDSTROM'S INC	3/1/2024	490033	Milk for Meal Service	7702400010	\$254.73
	SANDSTROM'S INC	3/1/2024	490771	Milk for Meal Service	7702400010	\$448.26
	SANDSTROM'S INC	3/1/2024	490771	Milk for Meal Service	7702400010	\$157.74
	SANDSTROM'S INC	3/1/2024	491666	Milk for Meal Service	7702400010	\$512.18
	SANDSTROM'S INC	3/1/2024	491666	Milk for Meal Service	7702400010	\$180.32
	SANDSTROM'S INC	3/1/2024	492387	Milk for Meal Service	7702400010	\$381.27
	SANDSTROM'S INC	3/1/2024	492387	Milk for Meal Service	7702400010	\$134.23
	SANDSTROM'S INC	3/1/2024	491668	Milk for Meal Service	7702400010	\$771.73
	SANDSTROM'S INC	3/1/2024	491668	Milk for Meal Service	7702400010	\$271.77
	SANDSTROM'S INC	3/1/2024	493090	Milk for Meal Service	7702400010	\$645.27
	SANDSTROM'S INC	3/1/2024	493090	Milk for Meal Service	7702400010	\$227.23
	SANDSTROM'S INC	3/1/2024	493089	Milk for Meal Service	7702400010	\$405.72
	SANDSTROM'S INC	3/1/2024	493089	Milk for Meal Service	7702400010	\$142.78
201129954	SANDSTROM'S INC	3/1/2024	492389	Milk for Meal Service	7702400010	\$255.84
	SANDSTROM'S INC	3/1/2024	492389	Milk for Meal Service	7702400010	\$90.16
	SANDSTROM'S INC	3/1/2024	493919	Milk for Meal Service	7702400010	\$474.14
	SANDSTROM'S INC	3/1/2024	493919	Milk for Meal Service	7702400010	\$166.86
201129955	SCHOLASTIC TEACHER STC	3/1/2024	56902319	ESSR Family Engagement Literacy Quote ID: e575a23338d36afb5371e7997b	1302400162	\$1,818.30

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201129956	Tyson Foods Inc.	3/1/2024	32020851	Commodity Meat Processing	7702400037	\$850.35
201129957	Vanderbilt University	3/1/2024	13646	K-PALS Reading - K - Literacy (Tate)	1302400037	\$240.00
201129958	WATER DEPT	3/1/2024	74-006700-00	Water Usage - Garage	8102400005	\$55.89
	WATER DEPT	3/1/2024	13-014700-00	FHS; Water Usage	8102400005	\$2,406.23
	WATER DEPT	3/1/2024	13-014800-00	FES; Water Usage	8102400005	\$1,549.79
	WATER DEPT	3/1/2024	13-014900-00	Arena; Water Usage	8102400005	\$4,951.76
201129959	World Class Awards	3/1/2024	11782	B Swimming Medals	2922400060	\$406.50
201129960	Anderson, Randy	3/4/2024	B & G BB Official	B and G Basketball Official	0	\$158.00
	Anderson, Randy	3/4/2024	B & G BB Official	B and G Basketball Official	0	\$158.00
201129961	Baudhuin, Chris	3/4/2024	B BB Official	B Basketball Official vs Duluth Marshall 02-16-24	0	\$175.00
	Baudhuin, Chris	3/4/2024	B BB Official	B Basketball Official vs Duluth Marshall 02-16-24	0	\$143.38
201129962	BOWSTRING, FRANK	3/4/2024	G BB officail 02-22-	G Basketball Official A & B vs Deer River 02-22-24	0	\$158.00
	BOWSTRING, FRANK	3/4/2024	G BB officail 02-22-	G Basketball Official A & B vs Deer River 02-22-24	0	\$129.98
201129963	Brink, Bill	3/4/2024	B BB 02-23-24	B Basketball Official A & B vs Deer River 02-23-24	0	\$158.00
201129964	Fish, Dave	3/4/2024	G BB Official 02-22	G Basketball Official A & B vs Deer River 02-22-24	0	\$158.00
201129965	Gouin, Vincent	3/4/2024	Adult Hockey	Two Wednesday night Hockey games @ \$40.00 each 02-21-24	0	\$80.00
201129966	Grand Rapids ISD #318	3/4/2024	G Golf in GR	2024 Grand Rapids Girls Golf Meet 04-23-2024	0	\$180.00
201129967	ISD 2909 Rock Ridge Public	3/4/2024	Rock Ridge Golf	Rock Ridge Invitational Boys Golf Friday May 17, 2024	0	\$120.00
	ISD 2909 Rock Ridge Public	3/4/2024	B Golf 05-03 & 05-04	Northern Invitational Boys Golf 05-03 & 05-04 2024 The Quarry @ Giants Ridge Golf Course	0	\$300.00
201129968	Johnson, Phil	3/4/2024	B BB Official	B Basketball Official A & B	0	\$158.00

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	Johnson, Phil	3/4/2024	B BB Official	vs Deer River 02-23-24 B Basketball Official A & B	0	\$129.98
201129969	Northeast Range Speech T	3/4/2024	Speech 02-23-24	vs Deer River 02-23-24 Speech meet @ Northeast Range School 02-23-2024	0	\$7.00
	Northeast Range Speech T	3/4/2024	Speech 02-23-24	Speech meet @ Northeast Range School 02-23-2024	0	\$7.00
	Northeast Range Speech T	3/4/2024	Speech 02-23-24	Speech meet @ Northeast Range School 02-23-2024	0	\$21.00
	Northeast Range Speech T	3/4/2024	Speech 02-23-24	Speech meet @ Northeast Range School 02-23-2024	0	\$7.00
	Northeast Range Speech T	3/4/2024	Speech 02-23-24	Speech meet @ Northeast Range School 02-23-2024	0	\$7.00
	Northeast Range Speech T	3/4/2024	Speech 02-23-24	Speech meet @ Northeast Range School 02-23-2024	0	\$14.00
201129970	Section 7A	3/4/2024	0	Check Payable to Section 7A for MSHSL Vocal and Instrumental Contest - Ely	0	\$240.00
201129971	MN INDIAN EDUCATION A	3/7/2024	Quiz Bowl Reg	Conference Registration, Quiz Bowl Registration, Youth Day Registration	0	\$1,350.00
201129971	MN INDIAN EDUCATION A	3/7/2024	Quiz Bowl Reg	Conference Registration, Quiz Bowl Registration, Youth Day Registration	0	\$400.00
	MN INDIAN EDUCATION A	3/7/2024	Quiz Bowl Reg	Conference Registration, Quiz Bowl Registration, Youth Day Registration	0	\$600.00
	MN INDIAN EDUCATION A	3/7/2024	Quiz Bowl Reg	Conference Registration, Quiz Bowl Registration, Youth Day Registration	0	-\$1,350.00
	MN INDIAN EDUCATION A	3/7/2024	Quiz Bowl Reg	Conference Registration, Quiz Bowl Registration, Youth Day Registration	0	-\$400.00

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	MN INDIAN EDUCATION A	3/7/2024	Quiz Bowl Reg	Conference Registration, Quiz Bowl Registration, Youth Day Registration	0	-\$600.00
201129972	NORTHLAND COMMUNITY	3/7/2024	Quiz Bowl 03-08-24	Quiz Bowl Registration 2 @ \$125	0	\$250.00
201129973	Aviben	3/7/2024	31656	403b Third Party Admin Svc	1102400010	\$197.42
201129974	BEMIDJI BUS LINE	3/7/2024	22892	Bemidji Bus Line to Two Harbors High School 2/19/2024	2922400083	\$2,060.00
	BEMIDJI BUS LINE	3/7/2024	22872	Bemidji Bus Line Rental B Hockey	2922400074	\$1,252.84
	BEMIDJI BUS LINE	3/7/2024	22872	Bemidji Bus Line Rental B Hockey	2922400074	\$747.16
	BEMIDJI BUS LINE	3/7/2024	22897	B Hockey Hermantown 2/20/2024	2922400084	\$712.19
	BEMIDJI BUS LINE	3/7/2024	22897	B Hockey Hermantown 2/20/2024	2922400084	\$1,087.81
	BEMIDJI BUS LINE	3/7/2024	22860	G Hockey East Grand Forks Civic Center 02-08-2024	2922400085	\$1,031.99
	BEMIDJI BUS LINE	3/7/2024	22860	G Hockey East Grand Forks Civic Center 02-08-2024	2922400085	\$1,368.01
201129975	Cherry High School	3/7/2024	30724	Spring NED Meeting attendance	9012400039	\$300.00
201129976	CITIZENS FOR BACKUS	3/7/2024	5064B	Backus Lease agreement Basketball	2922400057	\$980.00
	CITIZENS FOR BACKUS	3/7/2024	5064B	Backus Lease agreement Basketball	2922400057	\$980.00
201129977	DOMINO'S PIZZA	3/7/2024	12424	FHS; CN Pizza for Lunch	7702400032	\$238.98
	DOMINO'S PIZZA	3/7/2024	13124	FHS; CN Pizza for Lunch	7702400032	\$245.98
	DOMINO'S PIZZA	3/7/2024	20724	FHS; CN Pizza for Lunch	7702400032	\$238.98
	DOMINO'S PIZZA	3/7/2024	21424	FHS; CN Pizza for Lunch	7702400032	\$245.98
	DOMINO'S PIZZA	3/7/2024	22124	FHS; CN Pizza for Lunch	7702400032	\$224.98
	DOMINO'S PIZZA	3/7/2024	22824	FHS; CN Pizza for Lunch	7702400032	\$245.98
201129978	FRIENDS GARBAGE SERVIC	3/7/2024	9343732	Garbage Pickups	8102400051	\$1,874.34

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201129979	HILLYARD HUTCHINSON	3/7/2024	605393338	Vacuum FES, drain hose and squeegee for fhs floor scrubber.	8102400224	\$682.29
	HILLYARD HUTCHINSON	3/7/2024	605393338	Vacuum FES, drain hose and squeegee for fhs floor scrubber.	8102400224	\$112.71
	HILLYARD HUTCHINSON	3/7/2024	700576845	Vacuum FES, drain hose and squeegee for fhs floor scrubber.	8102400224	\$38.70
	HILLYARD HUTCHINSON	3/7/2024	700576845	Vacuum FES, drain hose and squeegee for fhs floor scrubber.	8102400224	\$6.39
201129980	MIDCONTINENT COMMUN	3/7/2024	2.75104E+13	FES Fax	1102400053	\$38.17
201129981	MIDWEST BUS PARTS INC	3/7/2024	196307	Air Door Valve Bus 23	7602400060	\$360.25
201129982	MN GRADUATE SERVICES	3/7/2024	356	2 FHS DIPLOMAS YSEN/VASILYEV TIM EVERSON	3002400073	\$55.00
201129983	NORTHEAST SERVICE COO	3/7/2024	51723	IEA annual contract days - Health & safety	8102400239	\$865.00
	NORTHEAST SERVICE COO	3/7/2024	51726	3rd year AHERA inspection	8102400117	\$6,000.00
201129984	PAUL BUNYAN COMMUNI	3/7/2024	30124	Monthly Broadband Services	6052400000	\$650.00
201129985	PEPPER JW & SON INC	3/7/2024	366187249	BAND SUPPLIES JUSTIN TRUE	2582400009	\$65.00
201129986	Shred-N-Go	3/7/2024	163099	30 Boxes of Records to Shred	1102400079	\$553.29
201129987	Staples Advantage	3/7/2024	8073400790	Ink	6052400087	\$136.47
	Staples Advantage	3/7/2024	8073400790A	Ink	6052400087	\$85.39
	Staples Advantage	3/7/2024	8073400790B	Ink	6052400087	\$79.59
	Staples Advantage	3/7/2024	8073400790C	Ink	6052400087	\$81.49
201129988	TechCheck	3/7/2024	54958	NC328-VBZ WINIC 8MP 2.8-12mm Bullet Camera	6052400089	\$534.55
201129989	Teracai	3/7/2024	8090540	Nimble Maintenance Renewal	6052400086	\$7,904.00
201129990	UPPER LAKES FOODS	3/7/2024	420784-00	Dishwashing Supplies and frozen yogurt mix	7702400017	\$456.40
	UPPER LAKES FOODS	3/7/2024	420784-00	Dishwashing Supplies and frozen yogurt mix	7702400017	\$513.00

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	UPPER LAKES FOODS	3/7/2024	420784-00	Dishwashing Supplies and frozen yogurt mix	7702400017	\$247.90
	UPPER LAKES FOODS	3/7/2024	420784-00	Dishwashing Supplies and frozen yogurt mix	7702400017	\$3.98
	UPPER LAKES FOODS	3/7/2024	420784-00	Dishwashing Supplies and frozen yogurt mix	7702400017	\$3.97
201129991	AFT Local #331	3/8/2024	20240308ADDUE1A	Payroll accrual	0	\$3,142.42
	AFT Local #331	3/8/2024	20240308ADDUE1A	Payroll accrual	0	\$141.55
201129992	Para Local #4798	3/8/2024	20240308ADDUE2A	Payroll accrual	0	\$617.27
	Para Local #4798	3/8/2024	20240308ADDUE2A	Payroll accrual	0	\$63.03
201129993	American Cancer Society	3/11/2024	30724	Relay Recess American Cancer Society donation. Please put in the check memo "Restrict to International Falls"	0	\$5,224.29
201129994	Fish, Dave	3/11/2024	B BB 03-02-24	B BB vs Cook County Official A & B 03-02-24	0	\$65.00
201129995	Gouin, Vincent	3/11/2024	City League H 02-28 2	Wednesday night League games @ \$40.00 02-28-24	0	\$80.00
201129996	IVANCICH, FRANK	3/11/2024	official B BB	B BB vs Cook County Official A & B 03-02-24	0	\$158.00
	IVANCICH, FRANK	3/11/2024	official B BB	B BB vs Cook County Official A & B 03-02-24	0	\$87.64
201129997	LAINE, Robert	3/11/2024	B BB 03-02-24	B BB vs Cook County Official A & B 03-02-24	0	\$158.00
	LAINE, Robert	3/11/2024	B BB 03-02-24	B BB vs Cook County Official A & B 03-02-24	0	\$58.42
202301282	Aviben	2/23/2024	20240223ADTSAID	Payroll accrual	0	\$140.75
	Aviben	2/23/2024	20240223ADTSAME	Payroll accrual	0	\$185.18
	Aviben	2/23/2024	20240223ADTSAME	Payroll accrual	0	\$92.59
	Aviben	2/23/2024	20240223ADTSASP	Payroll accrual	0	\$1,625.82
	Aviben	2/23/2024	20240223ADTSASP	Payroll accrual	0	\$97.37
	Aviben	2/23/2024	20240223ADTSECO	Payroll accrual	0	\$2,339.69
	Aviben	2/23/2024	20240223ADTSECO	Payroll accrual	0	\$266.18

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	Aviben	2/23/2024	20240223ADTSFRA	Payroll accrual	0	\$1,276.72
	Aviben	2/23/2024	20240223ADTSGRW	Payroll accrual	0	\$370.37
	Aviben	2/23/2024	20240223ADTSHOW	Payroll accrual	0	\$133.34
	Aviben	2/23/2024	20240223ADTSINV	Payroll accrual	0	\$814.60
	Aviben	2/23/2024	20240223ADTSMGT	Payroll accrual	0	\$231.58
	Aviben	2/23/2024	20240223ADTSSYM	Payroll accrual	0	\$150.00
	Aviben	2/23/2024	20240223ADTSVAL	Payroll accrual	0	\$2,526.60
	Aviben	2/23/2024	20240223ADTSVAL	Payroll accrual	0	\$124.45
	Aviben	2/23/2024	20240223ADTSVAN	Payroll accrual	0	\$2,824.66
	Aviben	2/23/2024	20240223AFTSAID	TSA Benefit	0	\$111.12
	Aviben	2/23/2024	20240223AFTSAME	TSA Benefit	0	\$185.18
	Aviben	2/23/2024	20240223AFTSAME	TSA Benefit	0	\$92.59
	Aviben	2/23/2024	20240223AFTSASP	TSA Benefit	0	\$444.33
	Aviben	2/23/2024	20240223AFTSASP	TSA Benefit	0	\$47.37
	Aviben	2/23/2024	20240223AFTSECO	TSA Benefit	0	\$1,421.90
	Aviben	2/23/2024	20240223AFTSECO	TSA Benefit	0	\$108.28
	Aviben	2/23/2024	20240223AFTSFRA	TSA Benefit	0	\$437.83
	Aviben	2/23/2024	20240223AFTSGRW	Payroll accrual	0	\$92.59
202301282	Aviben	2/23/2024	20240223AFTSHOM	TSA Benefit	0	\$55.56
	Aviben	2/23/2024	20240223AFTSINV	TSA Benefits	0	\$418.05
	Aviben	2/23/2024	20240223AFTSMGT	TSA Benefit	0	\$174.17
	Aviben	2/23/2024	20240223AFTSVAL	TSA Benefit	0	\$610.99
	Aviben	2/23/2024	20240223AFTSVAL	TSA Benefit	0	\$77.78
	Aviben	2/23/2024	20240223AFTSVAN	TSA Benefits	0	\$100.00
202301283	Empower Retirement	2/23/2024	20240223ADDEFECO	Payroll accrual	0	\$424.79
	Empower Retirement	2/23/2024	20240223ADDEFECO	Payroll accrual	0	\$5.00
	Empower Retirement	2/23/2024	20240223ADDEFECO	Payroll accrual	0	\$105.00
	Empower Retirement	2/23/2024	20240223ADG-457	Payroll accrual	0	\$34.21
	Empower Retirement	2/23/2024	20240223AFDEFM1	Deferred Comp 457 Benefit	0	\$49.41
	Empower Retirement	2/23/2024	20240223AFDEFM1	Deferred Comp 457 Benefit	0	\$34.21
	Empower Retirement	2/23/2024	20240223AFHCSP	HCSP	0	\$2,502.73
	Empower Retirement	2/23/2024	20240223AFHCSP	HCSP	0	\$24.23
	Empower Retirement	2/23/2024	20240223AFHCSP	HCSP	0	\$200.14

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202301284	Internal Revenue Service	2/23/2024	20240223ADFICA	Payroll accrual	0	\$18,843.95
	Internal Revenue Service	2/23/2024	20240223ADFICA	Payroll accrual	0	\$1,148.20
	Internal Revenue Service	2/23/2024	20240223ADFICA	Payroll accrual	0	\$849.27
	Internal Revenue Service	2/23/2024	20240223ADFTA	Payroll accrual	0	\$758.47
	Internal Revenue Service	2/23/2024	20240223ADFTA	Payroll accrual	0	\$25.00
	Internal Revenue Service	2/23/2024	20240223ADFTX	Payroll accrual	0	\$20,332.54
	Internal Revenue Service	2/23/2024	20240223ADFTX	Payroll accrual	0	\$1,214.27
	Internal Revenue Service	2/23/2024	20240223ADFTX	Payroll accrual	0	\$762.50
	Internal Revenue Service	2/23/2024	20240223ADMDCR	Payroll accrual	0	\$4,407.16
	Internal Revenue Service	2/23/2024	20240223ADMDCR	Payroll accrual	0	\$268.50
	Internal Revenue Service	2/23/2024	20240223ADMDCR	Payroll accrual	0	\$198.60
	Internal Revenue Service	2/23/2024	20240223AFFICA	FICA Benefit	0	\$18,843.95
	Internal Revenue Service	2/23/2024	20240223AFFICA	FICA Benefit	0	\$1,148.20
	Internal Revenue Service	2/23/2024	20240223AFFICA	FICA Benefit	0	\$849.27
	Internal Revenue Service	2/23/2024	20240223AFMDCR	Medicare Benefit	0	\$4,407.16
	Internal Revenue Service	2/23/2024	20240223AFMDCR	Medicare Benefit	0	\$268.50
	Internal Revenue Service	2/23/2024	20240223AFMDCR	Medicare Benefit	0	\$198.60
202301285	MINNESOTA REVENUE	2/23/2024	20240223ADSITA	Payroll accrual	0	\$65.00
	MINNESOTA REVENUE	2/23/2024	20240223ADSITA	Payroll accrual	0	\$25.00
	MINNESOTA REVENUE	2/23/2024	20240223ADSITMN	Payroll accrual	0	\$10,349.56
	MINNESOTA REVENUE	2/23/2024	20240223ADSITMN	Payroll accrual	0	\$633.02
202301285	MINNESOTA REVENUE	2/23/2024	20240223ADSITMN	Payroll accrual	0	\$405.74
202301286	MN Teachers Retirement /	2/23/2024	20240223ADTRAC	Payroll accrual	0	\$15,362.47
	MN Teachers Retirement /	2/23/2024	20240223ADTRAC	Payroll accrual	0	\$825.17
	MN Teachers Retirement /	2/23/2024	20240223ADTRAC	Payroll accrual	0	\$64.01
	MN Teachers Retirement /	2/23/2024	20240223AFTRAC	TRA Benefit	0	\$17,344.62
	MN Teachers Retirement /	2/23/2024	20240223AFTRAC	TRA Benefit	0	\$931.64
	MN Teachers Retirement /	2/23/2024	20240223AFTRAC	TRA Benefit	0	\$72.27
202301287	Public Employees Retirement	2/23/2024	20240223ADDCP	Payroll accrual	0	\$12.00
	Public Employees Retirement	2/23/2024	20240223ADPERAC	Payroll accrual	0	\$6,638.19
	Public Employees Retirement	2/23/2024	20240223ADPERAC	Payroll accrual	0	\$519.79
	Public Employees Retirement	2/23/2024	20240223ADPERAC	Payroll accrual	0	\$820.61
	Public Employees Retirement	2/23/2024	20240223AFDCP	DCP Benefit	0	\$12.00

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	Public Employees Retirement	2/23/2024	20240223AFPERAC	PERA Benefit	0	\$7,659.46
	Public Employees Retirement	2/23/2024	20240223AFPERAC	PERA Benefit	0	\$599.77
	Public Employees Retirement	2/23/2024	20240223AFPERAC	PERA Benefit	0	\$946.84
202301288	Aviben	3/8/2024	20240308ADTSAID	Payroll accrual	0	\$140.75
	Aviben	3/8/2024	20240308ADTSAME	Payroll accrual	0	\$185.18
	Aviben	3/8/2024	20240308ADTSAME	Payroll accrual	0	\$92.59
	Aviben	3/8/2024	20240308ADTSASP	Payroll accrual	0	\$1,625.82
	Aviben	3/8/2024	20240308ADTSASP	Payroll accrual	0	\$97.37
	Aviben	3/8/2024	20240308ADTSECO	Payroll accrual	0	\$2,339.69
	Aviben	3/8/2024	20240308ADTSECO	Payroll accrual	0	\$308.28
	Aviben	3/8/2024	20240308ADTSFRA	Payroll accrual	0	\$1,276.72
	Aviben	3/8/2024	20240308ADTSGRW	Payroll accrual	0	\$370.37
	Aviben	3/8/2024	20240308ADTSHOW	Payroll accrual	0	\$133.34
	Aviben	3/8/2024	20240308ADTSINV	Payroll accrual	0	\$814.60
	Aviben	3/8/2024	20240308ADTSMGT	Payroll accrual	0	\$231.58
	Aviben	3/8/2024	20240308ADTSSYM	Payroll accrual	0	\$150.00
	Aviben	3/8/2024	20240308ADTSVAL	Payroll accrual	0	\$2,526.60
	Aviben	3/8/2024	20240308ADTSVAL	Payroll accrual	0	\$124.45
	Aviben	3/8/2024	20240308ADTSVAN	Payroll accrual	0	\$2,824.66
	Aviben	3/8/2024	20240308AFTSAID	TSA Benefit	0	\$111.12
	Aviben	3/8/2024	20240308AFTSAME	TSA Benefit	0	\$185.18
	Aviben	3/8/2024	20240308AFTSAME	TSA Benefit	0	\$92.59
	Aviben	3/8/2024	20240308AFTSASP	TSA Benefit	0	\$444.33
	Aviben	3/8/2024	20240308AFTSASP	TSA Benefit	0	\$47.37
202301288	Aviben	3/8/2024	20240308AFTSECO	TSA Benefit	0	\$1,421.90
	Aviben	3/8/2024	20240308AFTSECO	TSA Benefit	0	\$108.28
	Aviben	3/8/2024	20240308AFTSFRA	TSA Benefit	0	\$437.83
	Aviben	3/8/2024	20240308AFTSGRW	Payroll accrual	0	\$92.59
	Aviben	3/8/2024	20240308AFTSHOM	TSA Benefit	0	\$55.56
	Aviben	3/8/2024	20240308AFTSINV	TSA Benefits	0	\$1,038.49
	Aviben	3/8/2024	20240308AFTSMGT	TSA Benefit	0	\$174.17
	Aviben	3/8/2024	20240308AFTSVAL	TSA Benefit	0	\$611.00
	Aviben	3/8/2024	20240308AFTSVAL	TSA Benefit	0	\$77.78

Payable Summary  
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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	Aviben	3/8/2024	20240308AFTSVAN	TSA Benefits	0	\$100.00
202301289	Empower Retirement	3/8/2024	20240308ADDEFECO	Payroll accrual	0	\$424.79
	Empower Retirement	3/8/2024	20240308ADDEFECO	Payroll accrual	0	\$5.00
	Empower Retirement	3/8/2024	20240308ADDEFECO	Payroll accrual	0	\$105.00
	Empower Retirement	3/8/2024	20240308ADG-457	Payroll accrual	0	\$34.21
	Empower Retirement	3/8/2024	20240308AFDEFM1	Deferred Comp 457 Benefit	0	\$49.41
	Empower Retirement	3/8/2024	20240308AFDEFM1	Deferred Comp 457 Benefit	0	\$34.21
	Empower Retirement	3/8/2024	20240308AFHCSP	HCSP	0	\$2,502.73
	Empower Retirement	3/8/2024	20240308AFHCSP	HCSP	0	\$24.23
	Empower Retirement	3/8/2024	20240308AFHCSP	HCSP	0	\$200.14
202301290	Internal Revenue Service	3/8/2024	20240308ADFICA	Payroll accrual	0	\$18,111.55
	Internal Revenue Service	3/8/2024	20240308ADFICA	Payroll accrual	0	\$1,148.03
	Internal Revenue Service	3/8/2024	20240308ADFICA	Payroll accrual	0	\$670.39
	Internal Revenue Service	3/8/2024	20240308ADFTA	Payroll accrual	0	\$778.47
	Internal Revenue Service	3/8/2024	20240308ADFTA	Payroll accrual	0	\$25.00
	Internal Revenue Service	3/8/2024	20240308ADFTX	Payroll accrual	0	\$19,133.32
	Internal Revenue Service	3/8/2024	20240308ADFTX	Payroll accrual	0	\$1,144.15
	Internal Revenue Service	3/8/2024	20240308ADFTX	Payroll accrual	0	\$461.30
	Internal Revenue Service	3/8/2024	20240308ADMDCR	Payroll accrual	0	\$4,235.79
	Internal Revenue Service	3/8/2024	20240308ADMDCR	Payroll accrual	0	\$268.57
	Internal Revenue Service	3/8/2024	20240308ADMDCR	Payroll accrual	0	\$156.77
	Internal Revenue Service	3/8/2024	20240308AFFICA	FICA Benefit	0	\$18,111.55
	Internal Revenue Service	3/8/2024	20240308AFFICA	FICA Benefit	0	\$1,148.03
	Internal Revenue Service	3/8/2024	20240308AFFICA	FICA Benefit	0	\$670.39
	Internal Revenue Service	3/8/2024	20240308AFMDCR	Medicare Benefit	0	\$4,235.79
	Internal Revenue Service	3/8/2024	20240308AFMDCR	Medicare Benefit	0	\$268.57
	Internal Revenue Service	3/8/2024	20240308AFMDCR	Medicare Benefit	0	\$156.77
202301291	MINNESOTA REVENUE	3/8/2024	20240308ADGARN5	Payroll accrual	0	\$652.89
	MINNESOTA REVENUE	3/8/2024	20240308ADSITA	Payroll accrual	0	\$315.00
	MINNESOTA REVENUE	3/8/2024	20240308ADSITA	Payroll accrual	0	\$25.00
	MINNESOTA REVENUE	3/8/2024	20240308ADSITMN	Payroll accrual	0	\$9,879.98
	MINNESOTA REVENUE	3/8/2024	20240308ADSITMN	Payroll accrual	0	\$572.14
	MINNESOTA REVENUE	3/8/2024	20240308ADSITMN	Payroll accrual	0	\$261.18

Payable Summary  
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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
202301292	MN Teachers Retirement	3/8/2024	20240308ADTRAC	Payroll accrual	0	\$15,070.02
	MN Teachers Retirement	3/8/2024	20240308ADTRAC	Payroll accrual	0	\$824.62
	MN Teachers Retirement	3/8/2024	20240308ADTRAC	Payroll accrual	0	\$65.13
	MN Teachers Retirement	3/8/2024	20240308AFTRAC	TRA Benefit	0	\$17,014.39
	MN Teachers Retirement	3/8/2024	20240308AFTRAC	TRA Benefit	0	\$931.03
	MN Teachers Retirement	3/8/2024	20240308AFTRAC	TRA Benefit	0	\$73.54
202301293	Public Employees Retirement	3/8/2024	20240308ADDCP	Payroll accrual	0	\$12.00
	Public Employees Retirement	3/8/2024	20240308ADPERAC	Payroll accrual	0	\$5,819.23
	Public Employees Retirement	3/8/2024	20240308ADPERAC	Payroll accrual	0	\$473.55
	Public Employees Retirement	3/8/2024	20240308ADPERAC	Payroll accrual	0	\$661.72
	Public Employees Retirement	3/8/2024	20240308AFDCP	DCP Benefit	0	\$12.00
	Public Employees Retirement	3/8/2024	20240308AFPERAC	PERA Benefit	0	\$6,714.50
	Public Employees Retirement	3/8/2024	20240308AFPERAC	PERA Benefit	0	\$546.42
	Public Employees Retirement	3/8/2024	20240308AFPERAC	PERA Benefit	0	\$763.50
202301294- 202301435	BMO	3/3/2024		See detailed C/C report		\$18,413.64
232423090	AFSCME Council 65	2/23/2024	20240223ADAFS%	Payroll accrual	0	\$936.33
	AFSCME Council 65	2/23/2024	20240223ADAFS%	Payroll accrual	0	\$340.85
	AFSCME Council 65	2/23/2024	20240223ADAFS%	Payroll accrual	0	\$21.66
	AFSCME Council 65	2/23/2024	20240223ADAFSLC	Payroll accrual	0	\$15.63
	AFSCME Council 65	2/23/2024	20240223ADAFSLC	Payroll accrual	0	\$8.00
	AFSCME Council 65	2/23/2024	20240223ADAFSLC	Payroll accrual	0	\$0.37
232423091	Swanson, Elsa	2/27/2024	22224	Meals for Music Educators Conference in Minneapolis	0	\$63.35
	Swanson, Elsa	2/27/2024	21724	Mileage for Music Educators Conference in Minneapolis	0	\$309.00
<b>Total</b>						<b>\$495,837.76</b>

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount	
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount				
XXXXXXXXXXXX8327	02/23/2024	11853	HEISSVIC000	Heiss Victoria L	McFeelys, 8004437937, IN, 47001	MCFEELY'000	02/28/2024		Invoiced	A	151.77	
	2	TABLE TOP FASTENERS QTY: 1000			2552400014	Tim's C/C00000	03/03/2024	107.37				
	3	8X5/8 IN. PROMASTER-PLUS WASHER HEAD SCREW, Y-			2552400014	Tim's C/C00000	03/03/2024	44.40				
	02/14/2024	11852	HEISSVIC000	Heiss Victoria L	Usps Po 2647200549, Intl Falls,	POSTMAST000	02/28/2024		Invoiced	A	80.50	
	2	POSTAGE FOR CERTIFIED LETTERS			3002400067	Tim's C/C00001	03/03/2024	80.50				
	02/07/2024	11850	HEISSVIC000	Heiss Victoria L	Sound North, International, MN,	SOUND NO000	02/28/2024		Invoiced	A	440.69	
	2	SPECIAL EXCUSE/ADMIT TO CLASS PASSES 4 PACKS O			3002400066	Tim's C/C00002	03/03/2024	440.69				
	02/07/2024	11851	HEISSVIC000	Heiss Victoria L	Sq Timber Pins Inc, Internation	TIMBERPI000	02/28/2024		Invoiced	A	163.00	
	2	AFTERCARE PROGRAM TIM EVERSON			3002400061	Tim's C/C00003	03/03/2024	163.00				
	02/02/2024	11849	HEISSVIC000	Heiss Victoria L	Dominos 7380, Intl Falls, MN, 5	DOMINO'S000	02/28/2024		Invoiced	A	67.99	
	2	BLANKET PO FOR AFTERCARE PROGRAM TIM EVERSON			3002400058	Tim's C/C00004	03/03/2024	67.99				
	02/01/2024	11854	HEISSVIC000	Heiss Victoria L	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	47.66	
	2	18-21 PROGRAM TIM EVERSON			3002400018	Tim's C/C00005	03/03/2024	47.66				
					6 transaction(s) for XXXXXXXXXXXX8327. Total Amount ==>							951.61
XXXXXXXXXXXX8335	02/16/2024	11856	SteelEug000	Steele Eugene L	Mannco Trucking Inc, Internatio	MANNCO T000	02/28/2024		Invoiced	A	185.67	
	2	Mannco Blanket P.O. Transportation			7602400003	Eugene's C/C00000	03/03/2024	185.67				
	02/05/2024	11855	SteelEug000	Steele Eugene L	Oreilly 3901, International, MN	O'REILLY000	02/28/2024		Invoiced	A	33.83	
	2	Transportation Supplies			7602400005	Eugene's C/C00001	03/03/2024	33.83				
					2 transaction(s) for XXXXXXXXXXXX8335. Total Amount ==>							219.50
XXXXXXXXXXXX7132	02/16/2024	11911	ANDERJER000	Anderson Jeremy R	Oreilly 3901, International, MN	O'REILLY000	02/28/2024		Invoiced	A	23.97	
	2	Transportation Supplies			7602400005	Jeremy's C/C00000	03/03/2024	23.97				
	02/15/2024	11909	ANDERJER000	Anderson Jeremy R	Napa Falls Suply 00229, Interna	NAPA FAL000	02/28/2024		Invoiced	A	30.17	
	2	Transportation Supplies			7602400006	Jeremy's C/C00001	03/03/2024	30.17				
	02/15/2024	11910	ANDERJER000	Anderson Jeremy R	Oreilly 3901, International, MN	O'REILLY000	02/28/2024		Invoiced	A	19.48	
	2	Transportation Supplies			7602400005	Jeremy's C/C00002	03/03/2024	19.48				
	01/31/2024	11914	ANDERJER000	Anderson Jeremy R	Oreilly 3901, International, MN	O'REILLY000	02/28/2024		Invoiced	A	-612.84	
	2	Transportation Supplies			7602400005	Jeremy's C/C00003	03/03/2024	-612.84				
	01/30/2024	11913	ANDERJER000	Anderson Jeremy R	Oreilly 3901, International, MN	O'REILLY000	02/28/2024		Invoiced	A	14.99	
	2	Transportation Supplies			7602400005	Jeremy's C/C00004	03/03/2024	14.99				
	01/29/2024	11912	ANDERJER000	Anderson Jeremy R	Oreilly 3901, International, MN	O'REILLY000	02/28/2024		Invoiced	A	26.34	
	2	Transportation Supplies			7602400005	Jeremy's C/C00005	03/03/2024	26.34				
					6 transaction(s) for XXXXXXXXXXXX7132. Total Amount ==>							-497.89
XXXXXXXXXXXX5747	02/05/2024	11844	GROVEKEV000	Grover Kevin K	Jjem Consulting, International,		02/28/2024		Invoiced	A	183.15	
	1				Kevin's C/C00000		03/03/2024	183.15				

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount	
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount				
XXXXXXXXXXXX7648	02/07/2024	11916	SLATIBET000	Slatinski BethAnne K	Dominos 7380, Intl Falls, MN, 5	DOMINO'S000	02/28/2024		Invoiced	A	81.39	
	2	Pizza for Valentines Day party PALS (Adults wi			5002400037	BethAnne's C/C00000	03/03/2024	81.39				
	02/07/2024	11917	SLATIBET000	Slatinski BethAnne K	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	14.30	
	2	PALS			5002400027	BethAnne's C/C00001	03/03/2024	14.30				
	02/06/2024	11915	SLATIBET000	Slatinski BethAnne K	Dollar Tree, Intl Falls, MN, 56	DOLLAR T000	02/28/2024		Invoiced	A	22.25	
	2	PALS Activities (Adults with Disabilities prog			5002400036	BethAnne's C/C00002	03/03/2024	22.25				
											3 transaction(s) for XXXXXXXXXXXX7648. Total Amount ==>	117.94
XXXXXXXXXXXX2314	02/27/2024	11927	OLSONKAR000	Olson-Line Karla A	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	48.62	
	2	CTE Supplies			2502400019	Karla's C/C00000	03/03/2024	48.62				
	02/23/2024	11925	OLSONKAR000	Olson-Line Karla A	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	30.40	
	2	CTE Supplies			2502400019	Karla's C/C00001	03/03/2024	30.40				
	02/22/2024	11924	OLSONKAR000	Olson-Line Karla A	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	32.59	
	2	CTE Supplies			2502400019	Karla's C/C00002	03/03/2024	32.59				
	02/15/2024	11923	OLSONKAR000	Olson-Line Karla A	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	24.43	
	2	CTE Supplies			2502400019	Karla's C/C00003	03/03/2024	24.43				
	02/13/2024	11922	OLSONKAR000	Olson-Line Karla A	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	126.95	
	2	CTE Supplies			2502400019	Karla's C/C00004	03/03/2024	126.95				
	02/12/2024	11921	OLSONKAR000	Olson-Line Karla A	Online Training, Asheville, NC,		02/28/2024		Invoiced	A	150.00	
	2	Training courses for staff on gluten free			7702400040	Karla's C/C00005	03/03/2024	150.00				
	02/08/2024	11920	OLSONKAR000	Olson-Line Karla A	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	75.20	
	2	CTE Supplies			2502400019	Karla's C/C00006	03/03/2024	75.20				
	02/06/2024	11919	OLSONKAR000	Olson-Line Karla A	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	113.11	
	2	CTE Supplies			2502400019	Karla's C/C00007	03/03/2024	113.11				
	02/05/2024	11918	OLSONKAR000	Olson-Line Karla A	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	61.29	
	2	CTE Supplies			2502400019	Karla's C/C00008	03/03/2024	61.29				
	02/01/2024	11930	OLSONKAR000	Olson-Line Karla A	Amzn Mktp US R24x37qr0, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	221.31	
	2	Haribo Gummi Frogs			7702400036	Karla's C/C00009	03/03/2024	89.92				
	3	Haribo Gummi Candy - Soft & Chewy Delicious Gu			7702400036	Karla's C/C00009	03/03/2024	111.92				
	4	Shipping - Cost of shipping, not including shi			7702400036	Karla's C/C00009	03/03/2024	19.47				
	01/31/2024	11929	OLSONKAR000	Olson-Line Karla A	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	46.49	
	2	CTE Supplies			2502400019	Karla's C/C00010	03/03/2024	46.49				
	01/30/2024	11928	OLSONKAR000	Olson-Line Karla A	Amzn Mktp US R07ng2bl1, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	35.60	
	3	Care Touch Alcohol Wipes Individually Wrapped			7702400038	Karla's C/C00011	03/03/2024	35.60				
	01/29/2024	11926	OLSONKAR000	Olson-Line Karla A	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	30.79	
	2	CTE Supplies			2502400019	Karla's C/C00012	03/03/2024	30.79				
											13 transaction(s) for XXXXXXXXXXXX2314. Total Amount ==>	996.78

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount	
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount				
XXXXXXXXXXXX5690	02/27/2024	11831	HEISSVIC000	Heiss Victoria L	Amzn Mktp US R w3d69rl2, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	144.60	
	2	Texas Instruments TI-30XIIS Scientific Calcula			2602400006	Vicki's C/C00000	03/03/2024	144.60				
	02/19/2024	11829	HEISSVIC000	Heiss Victoria L	Amzn Mktp US R w9s72lz0, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	45.98	
	2	6 Pcs Fluorescent Light Magnetic Filters, Clas			3002400070	Vicki's C/C00001	03/03/2024	29.99				
	3	Hortsun Pack of 2 Fluorescent Light Covers 4 x			3002400070	Vicki's C/C00001	03/03/2024	15.99				
	02/16/2024	11828	HEISSVIC000	Heiss Victoria L	Amazon.Com Rb3rv7iu1, Amzn.Com/	AMAZON B000	02/28/2024		Invoiced	A	473.75	
	2	What I Wish I Knew at 18: Life Lessons for the			2502400017	Vicki's C/C00002	03/03/2024	473.75				
	01/29/2024	11830	HEISSVIC000	Heiss Victoria L	Amazon.Com R036g7n31, Seattle,	AMAZON B000	02/28/2024		Invoiced	A	87.65	
	2	HP 78A Black Toner Cartridge   Works with HP L			3002400059	Vicki's C/C00003	03/03/2024	87.65				
	01/29/2024	11832	HEISSVIC000	Heiss Victoria L	Amzn Mktp US R02448ps1, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	159.96	
	2	Soundnetic SNCCV Classroom Stereo Headphones w			2202400002	Vicki's C/C00004	03/03/2024	159.96				
											5 transaction(s) for XXXXXXXXXXXX5690. Total Amount ==>>	911.94
XXXXXXXXXXXX8814	02/26/2024	11833	LINDVJOD000	Lindvall JoDee N	Sammys Pizza & Restaur, Interna	SAMMY'S 000	02/28/2024		Invoiced	A	192.37	
	2	Sammy's Pizza Lunch for Indian Ed			3002400071	FHS Travel C/C00000	03/03/2024	192.37				
XXXXXXXXXXXX8830	02/22/2024	11840	HEISSVIC000	Heiss Victoria L	Shell Oil12794875018, Internati	KOERTER'000	02/28/2024		Invoiced	A	38.53	
	1	JT TRAVEL EXPENSES MUSIC WORKSHOP				High School C/C00000	03/03/2024	38.53				
	02/22/2024	11841	HEISSVIC000	Heiss Victoria L	Kwik Trip 10300010348, Waseca,		02/28/2024		Invoiced	A	36.22	
	1	JT TRAVEL EXPENSES MUSIC WORKSHOP				High School C/C00001	03/03/2024	36.22				
	02/19/2024	11837	HEISSVIC000	Heiss Victoria L	Zelo, Minneapolis, MN, 55402, U		02/28/2024		Invoiced	A	49.39	
	1	JT TRAVEL EXPENSES MUSIC WORKSHOP				High School C/C00001	03/03/2024	49.39				
	02/19/2024	11838	HEISSVIC000	Heiss Victoria L	Pizza Luce, 612-3337359, MN, 55		02/28/2024		Invoiced	A	33.37	
	1	JT TRAVEL EXPENSES MUSIC WORKSHOP				High School C/C00001	03/03/2024	33.37				
	02/19/2024	11839	HEISSVIC000	Heiss Victoria L	Sq Dunn Brothers Coff, Minneapo		02/28/2024		Invoiced	A	15.33	
	1	JT TRAVEL EXPENSES MUSIC WORKSHOP				High School C/C00001	03/03/2024	15.33				
	02/16/2024	11835	HEISSVIC000	Heiss Victoria L	Kornerstore #500, Cloquet, MN,		02/28/2024		Invoiced	A	30.79	
	1	JT TRAVEL EXPENSES MUSIC WORKSHOP				High School C/C00001	03/03/2024	30.79				
	02/16/2024	11836	HEISSVIC000	Heiss Victoria L	Sq Dunn Brothers Coff, Minneapo		02/28/2024		Invoiced	A	21.52	
	1	JT TRAVEL EXPENSES MUSIC WORKSHOP				High School C/C00001	03/03/2024	21.52				
	02/15/2024	11834	HEISSVIC000	Heiss Victoria L	McDonalds F19389, International	MCDONALD004	02/28/2024		Invoiced	A	11.80	
	1	JT TRAVEL EXPENSES MUSIC WORKSHOP				High School C/C00002	03/03/2024	11.80				
	01/30/2024	11842	HEISSVIC000	Heiss Victoria L	Htl Millenniumminn, 800-468-357		02/28/2024		Invoiced	A	408.65	
	1	JT TRAVEL EXPENSES MUSIC WORKSHOP				High School C/C00001	03/03/2024	408.65				
	01/30/2024	11843	HEISSVIC000	Heiss Victoria L	Sq Minnesota Music Ed, Gosq.Com		02/28/2024		Invoiced	A	350.00	
	1	JT TRAVEL EXPENSES MUSIC WORKSHOP				High School C/C00001	03/03/2024	350.00				
											10 transaction(s) for XXXXXXXXXXXX8830. Total Amount ==>>	995.60

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX8863	02/26/2024	11893	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	65.12
	2	FHS Blanket p.o. for Menards			8102400011 FHS Custl C/C00000		03/03/2024	65.12			
	02/22/2024	11892	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	29.71
	2	FHS Blanket p.o. for Menards			8102400011 FHS Custl C/C000001		03/03/2024	29.71			
	02/16/2024	11891	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	8.15
	2	FHS Blanket p.o. for Menards			8102400011 FHS Custl C/C000002		03/03/2024	8.15			
	02/12/2024	11890	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	86.88
	2	FHS Blanket p.o. for Menards			8102400011 FHS Custl C/C000003		03/03/2024	86.88			
	02/09/2024	11889	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	30.98
	2	FHS Blanket p.o. for Menards			8102400011 FHS Custl C/C000004		03/03/2024	30.98			
	01/29/2024	11894	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	46.58
	2	FHS Blanket p.o. for Menards			8102400011 FHS Custl C/C000005		03/03/2024	46.58			
					6 transaction(s) for XXXXXXXXXXXX8863. Total Amount ==>						267.42
XXXXXXXXXXXX9069	02/23/2024	11952	HOPKIMIC000	Hopkins Michelle L	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	14.95
	2	Produce			7702400006 FES Cafe C/C00000		03/03/2024	14.95			
	02/02/2024	11951	HOPKIMIC000	Hopkins Michelle L	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	43.29
	2	Baby carrots and misc produce			7702400006 FES Cafe C/C000001		03/03/2024	43.29			
					2 transaction(s) for XXXXXXXXXXXX9069. Total Amount ==>						58.24
XXXXXXXXXXXX9077	02/23/2024	11953	HOPKIMIC000	Hopkins Michelle L	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	56.15
	2	Buns and produce			7702400006 FHS Cafe C/C00000		03/03/2024	56.15			
XXXXXXXXXXXX7691	02/23/2024	11899	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	-2.54
	2	Blanket P.O. for FES supplies			8102400009 FES Cust C/C00000		03/03/2024	-2.54			
	02/22/2024	11897	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	6.77
	2	Blanket P.O. for FES supplies			8102400009 FES Cust C/C000001		03/03/2024	6.77			
	02/22/2024	11898	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	41.68
	2	Blanket P.O. for FES supplies			8102400009 FES Cust C/C000002		03/03/2024	41.68			
	02/12/2024	11896	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	77.37
	2	Blanket P.O. for FES supplies			8102400009 FES Cust C/C000003		03/03/2024	77.37			
	02/09/2024	11895	HOLT	THO000 Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	49.61
	2	Blanket P.O. for FES supplies			8102400009 FES Cust C/C000004		03/03/2024	49.61			
					5 transaction(s) for XXXXXXXXXXXX7691. Total Amount ==>						172.89
XXXXXXXXXXXX9022	02/12/2024	11932	OLSONDAV000	Olson David W	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	153.32
	2	Classroom Supplies			2552400002 Dave's C/C00000		03/03/2024	153.32			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount	
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount				
XXXXXXXXXXXX9022	continued...											
	02/05/2024	11931	OLSONDAV000	Olson David W	Northern Lumber Yard I, Intl Fa	NORTHERN005	02/28/2024		Invoiced	A	183.20	
	2	WOOD SHOP SUPPLIES	DAVE OLSON		2552400013	Dave's C/C00001	03/03/2024	183.20				
	02/01/2024	11933	OLSONDAV000	Olson David W	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	165.63	
	2	Classroom Supplies			2552400002	Dave's C/C00002	03/03/2024	165.63				
					3 transaction(s) for XXXXXXXXXXXXXXX9022. Total Amount ==>							502.15
XXXXXXXXXXXX4156	02/26/2024	11948	BALASJEN000	Balaski Jenesa K	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	72.40	
	2	Small prizes of chips for program outreach wit			7902400076	Jenesa's C/C00000	03/03/2024	58.36				
	3	Small prizes of water drink mix for program ou			7902400076	Jenesa's C/C00000	03/03/2024	14.04				
	02/19/2024	11947	BALASJEN000	Balaski Jenesa K	Amazon.Com Ri3cs57d2, Seattle,	AMAZON B000	02/28/2024		Invoiced	A	130.51	
	2	Crayola Broad Line Washable Markers - 200ct (8			7902400074	Jenesa's C/C00001	03/03/2024	77.55				
	3	Pacon Super Value Poster Board, 22"X28", White			7902400074	Jenesa's C/C00001	03/03/2024	52.96				
	02/15/2024	11946	BALASJEN000	Balaski Jenesa K	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	17.92	
	2	Donuts for student council meetings 2023-2024			9012400008	Jenesa's C/C00002	03/03/2024	17.92				
	02/14/2024	11944	BALASJEN000	Balaski Jenesa K	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	19.95	
	2	30 Cupcakes as a small incentive for students			7902400069	Jenesa's C/C00003	03/03/2024	19.95				
	02/14/2024	11945	BALASJEN000	Balaski Jenesa K	Pick Me Flowers, International,	PICK ME 000	02/28/2024		Invoiced	A	390.00	
	2	small wrapped flowers			9012400038	Jenesa's C/C00004	03/03/2024	198.00				
	3	medium wrapped flowers			9012400038	Jenesa's C/C00004	03/03/2024	192.00				
	02/13/2024	11940	BALASJEN000	Balaski Jenesa K	Amzn Mktp US Ri2nm4xe0, Seattle	AMAZON B000	02/28/2024		Invoiced	A	128.42	
	11	Neenah Premium Cardstock, 8.5" x 11", 65 lb/17			7902400070	Jenesa's C/C00005	03/03/2024	11.49				
	12	Swingline Staples, 10 Pack, Standard Staples f			7902400070	Jenesa's C/C00005	03/03/2024	14.99				
	14	Scotch Thermal Laminating Pouches, 3 Mil, 200-			7902400070	Jenesa's C/C00005	03/03/2024	27.88				
	15	BIC Wite-Out Brand EZ Correct Correction Tape,			7902400070	Jenesa's C/C00005	03/03/2024	3.89				
	16	Post-it Super Sticky Notes, 3x3 in, 24 Pads, 2			7902400070	Jenesa's C/C00005	03/03/2024	19.99				
	19	SHARPIE Tank Highlighters, Chisel Tip, Assorte			7902400070	Jenesa's C/C00005	03/03/2024	20.19				
	21	SONGWAY Scrapbook Paper Organizer 12x12-4 Tier			7902400070	Jenesa's C/C00005	03/03/2024	29.99				
	02/13/2024	11941	BALASJEN000	Balaski Jenesa K	Dollar Tree, Intl Falls, MN, 56	DOLLAR T000	02/28/2024		Invoiced	A	7.50	
	2	6 small prizes hearts bag for Valentine's scav			7902400072	Jenesa's C/C00006	03/03/2024	7.50				
	02/13/2024	11942	BALASJEN000	Balaski Jenesa K	Amzn Mktp US Ri9dl0xy0, Seattle	AMAZON B000	02/28/2024		Invoiced	A	29.94	
	11	Lysol Disinfectant Wipes Bundle, Multi-Surface			7902400070	Jenesa's C/C00007	03/03/2024	29.94				
	02/13/2024	11943	BALASJEN000	Balaski Jenesa K	Battalion Distributing, Intl Fa	BATTALIO000	02/28/2024		Invoiced	A	69.65	
	2	Gardettos prizes for KAPE youth room.			7902400073	Jenesa's C/C00008	03/03/2024	20.30				
	3	Cheez-It prizes for youth recognition.			7902400073	Jenesa's C/C00008	03/03/2024	19.55				
	4	Rice krispies small prize for youth recognitio			7902400073	Jenesa's C/C00008	03/03/2024	10.00				
	5	Goldfish small prize for youth room recognitio			7902400073	Jenesa's C/C00008	03/03/2024	19.80				

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
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	02/12/2024	11938	BALASJEN000	Balaski Jenesa K	Amzn Mktp US Ri5qg8fg0, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	5.32
	4	Business Source Rubber Band, Natural (1914LB)			7902400070	Jenesa's C/C00009	03/03/2024	5.32			
	02/12/2024	11939	BALASJEN000	Balaski Jenesa K	Amazon.Com Ri4uj0ad0, Seattle,	AMAZON B000	02/28/2024		Invoiced	A	29.12
	8	Amazon Basics 1/3-Cut Tab, Assorted Positions			7902400070	Jenesa's C/C00010	03/03/2024	14.96			
	9	Swingline Commercial Stapler, 20 Sheet Capacit			7902400070	Jenesa's C/C00010	03/03/2024	14.16			
	02/08/2024	11937	BALASJEN000	Balaski Jenesa K	Quality Logo Products, Aurora,	QUALITY 000	02/28/2024		Invoiced	A	1,421.17
	2	40 Tumblers at \$753.46			7902400071	Jenesa's C/C00011	03/03/2024	753.46			
	3	250 Vinyl Stickers at \$467.75			7902400071	Jenesa's C/C00011	03/03/2024	467.75			
	4	500 pencils at \$199.96			7902400071	Jenesa's C/C00011	03/03/2024	199.96			
	02/05/2024	11935	BALASJEN000	Balaski Jenesa K	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	188.27
	2	Storage bins with prevention messaging for org			7902400067	Jenesa's C/C00012	03/03/2024	188.27			
	02/05/2024	11936	BALASJEN000	Balaski Jenesa K	Amzn Mktp US R23wt4522, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	21.97
	2	MixTeach 360 Pcs St. Patrick's Day Shamrock Cu			9012400036	Jenesa's C/C00014	03/03/2024	15.98			
	3	Shipping				Jenesa's C/C00013	03/03/2024	5.99			
	02/02/2024	11934	BALASJEN000	Balaski Jenesa K	Amzn Mktp US R28125os1, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	64.93
	2	365 by Whole Foods Market, Double Zipper Sandw			9012400035	Jenesa's C/C00015	03/03/2024	4.99			
	3	60 Pieces Valentines Foam Heart Stickers Self			9012400035	Jenesa's C/C00015	03/03/2024	49.95			
	4	1000Pcs Safety Pins Assorted, 1.1 Inch Rust-Re			9012400035	Jenesa's C/C00015	03/03/2024	9.99			
	02/01/2024	11950	BALASJEN000	Balaski Jenesa K	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	16.86
	2	Donuts for student council meetings 2023-2024			9012400008	Jenesa's C/C00016	03/03/2024	16.86			
	01/30/2024	11949	BALASJEN000	Balaski Jenesa K	Usps Po 2647200549, Intl Falls,	POSTMAST000	02/28/2024		Invoiced	A	3.74
	2	State Student Council Scholarship Applications			9012400034	Jenesa's C/C00017	03/03/2024	3.74			
					17 transaction(s) for XXXXXXXXXXXX4156. Total Amount ==>						2,617.67
XXXXXXXXXXXX1984	02/27/2024	11877	HOLT THO000	Holt Thomas T	Amzn Mktp US Rwl152rc2, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	56.90
	2	EPIC LIGHTING AMOE Style Halogen Signal Lights			7602400059	Tom's C/C00000	03/03/2024	56.90			
	02/27/2024	11878	HOLT THO000	Holt Thomas T	Amzn Mktp US Rw63a60ql, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	700.00
	2	Koala Kare KB200-01 Horizontal Wall Mounted Ba			8102400238	Tom's C/C00001	03/03/2024	700.00			
	02/26/2024	11874	HOLT THO000	Holt Thomas T	Shell Oil12794875018, Internati	KOERTER'000	02/28/2024		Invoiced	A	74.10
	1	Fuel for Loman van. bus garage pump would not				Tom's C/C00002	03/03/2024	74.10			
	02/22/2024	11872	HOLT THO000	Holt Thomas T	Amazon.Com Rw9gw8980, Seattle,	AMAZON B000	02/28/2024		Invoiced	A	76.79
	2	Elkay 98466C Solenoid Kit Dld/Reg Assembly, st			8102400227	Tom's C/C00003	03/03/2024	76.79			
	02/19/2024	11869	HOLT THO000	Holt Thomas T	Amazon.Com Rw2jt3cf0, Amzn.Com/	AMAZON B000	02/28/2024		Invoiced	A	2,534.74
	2	Elkay LZS8WSLK EZH2O Bottle Filling Station wi			8102400225	Tom's C/C00004	03/03/2024	2,534.74			
	02/19/2024	11870	HOLT THO000	Holt Thomas T	State Supply Company I, 612-230	STATE SU000	02/28/2024		Invoiced	A	97.49
	2	Sloan actuator valve for toilets			8102400231	Tom's C/C00005	03/03/2024	74.12			
	3	Shipping			8102400231	Tom's C/C00005	03/03/2024	23.37			

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	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
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	02/19/2024	11871	HOLT THO000	Holt Thomas T	Sp Rubber Flooring 4, Pilot Mou		02/28/2024		Invoiced	A	-1,065.30
	1	refund for rubber flooring return due to rec h				Tom's C/C00006	03/03/2024	-1,065.30			
	02/16/2024	11868	HOLT THO000	Holt Thomas T	State Supply Company I, 612-230	STATE SU000	02/28/2024		Invoiced	A	855.06
	2	Danfoss thermostats			8102400230	Tom's C/C00007	03/03/2024	744.66			
	3	Packing glands			8102400230	Tom's C/C00007	03/03/2024	110.40			
	02/15/2024	11866	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	45.68
	2	FHS Blanket p.o. for Menards			8102400011	Tom's C/C00008	03/03/2024	45.68			
	02/15/2024	11867	HOLT THO000	Holt Thomas T	Amzn Mktp US Ri66q89t0, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	152.60
	2	Blodgett 35702 Door Switch by Prtst			8102400222	Tom's C/C00009	03/03/2024	152.60			
	02/13/2024	11865	HOLT THO000	Holt Thomas T	Amzn Mktp US Rb73b2yt2, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	36.98
	2	6 Pcs Fluorescent Light Magnetic Filters, Clas			8102400220	Tom's C/C00010	03/03/2024	29.99			
	3	Shipping - Cost of shipping, not including shi			8102400220	Tom's C/C00010	03/03/2024	6.99			
	02/12/2024	11863	HOLT THO000	Holt Thomas T	Amzn Mktp US Rb18h0yn0, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	89.99
	2	POWERSTONE Drafting Chair - Ergonomic Tall Off			8102400223	Tom's C/C00011	03/03/2024	89.99			
	02/12/2024	11864	HOLT THO000	Holt Thomas T	Oreilly 3901, International, MN	O'REILLY000	02/28/2024		Invoiced	A	44.98
	2	O'Reilly Blanket P.O. FHS			8102400010	Tom's C/C00012	03/03/2024	44.98			
	02/09/2024	11862	HOLT THO000	Holt Thomas T	Dalco Enterprises, 800-9501975,	DALCO 000	02/28/2024		Invoiced	A	456.02
	2	FP RC30CM CURVE AIR 6X10CAFRESHENER CUCUMBER M			8102400191	Tom's C/C00013	03/03/2024	251.52			
	3	HS AWUS001 AIRWORKS 6X10CAURINAL SCREEN EUCALY			8102400191	Tom's C/C00013	03/03/2024	204.50			
	02/07/2024	11861	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	38.65
	2	FHS Blanket p.o. for Menards			8102400011	Tom's C/C00014	03/03/2024	38.65			
	02/07/2024	11886	HOLT THO000	Holt Thomas T	Dalco Enterprises, 800-9501975,	DALCO 000	02/28/2024		Invoiced	A	110.72
	2	SP 001905 XCELENTE 5GAMULTI PURPOSE CLEANER			8102400201	Tom's C/C00015	03/03/2024	110.72			
	02/06/2024	11860	HOLT THO000	Holt Thomas T	Mannco Trucking Inc, Internatio	MANNCO T000	02/28/2024		Invoiced	A	28.88
	2	Mannco Blanket P.O. Transportation			7602400003	Tom's C/C00016	03/03/2024	28.88			
	02/05/2024	11858	HOLT THO000	Holt Thomas T	Oreilly 3901, International, MN	O'REILLY000	02/28/2024		Invoiced	A	20.57
	2	O'Reilly Blanket P.O. FHS			8102400010	Tom's C/C00017	03/03/2024	20.57			
	02/05/2024	11859	HOLT THO000	Holt Thomas T	Amzn Mktp US R24e71bz2, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	82.36
	3	BLODGETT 04887 Chain and Turnbuckle Assembly			8102400217	Tom's C/C00018	03/03/2024	82.36			
	02/02/2024	11857	HOLT THO000	Holt Thomas T	Jorson And Carlson Com, Elk Gro	JORSON &000	02/28/2024		Invoiced	A	126.80
	2	Ice scraper knives cleaning, sharpened and hon			8102400212	Tom's C/C00019	03/03/2024	107.80			
	3	Shipping			8102400212	Tom's C/C00019	03/03/2024	19.00			
	02/02/2024	11888	HOLT THO000	Holt Thomas T	Dalco Enterprises, 800-9501975,	DALCO 000	02/28/2024		Invoiced	A	442.92
	2	JP 94377150 BREAKDOWN 2X1.5GAODOR ELIMINATOR C			8102400197	Tom's C/C00020	03/03/2024	442.92			
	02/01/2024	11885	HOLT THO000	Holt Thomas T	Dalco Enterprises, 800-9501975,	DALCO 000	02/28/2024		Invoiced	A	274.20
	2	SP 001904 XCELENTE 4X1GAMULTI PURPOSE CLEANER			8102400197	Tom's C/C00021	03/03/2024	274.20			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
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	02/01/2024	11887	HOLT	THO000 Holt Thomas T	Vcn Fallslicensebureau, Intl Fa	FALLS LI000	02/28/2024		Invoiced	A	20.43
	1	Lic. tabs for bus. Was not included in with al				Tom's C/C00022	03/03/2024	20.43			
	01/31/2024	11873	HOLT	THO000 Holt Thomas T	Dalco Enterprises, 800-9501975,	DALCO 000	02/28/2024		Invoiced	A	110.72
	2	SP 001905 XCELENTE 5GAMULTI PURPOSE CLEANER			8102400191	Tom's C/C00023	03/03/2024	110.72			
	01/31/2024	11881	HOLT	THO000 Holt Thomas T	Hsem Tier 2 Reporting, Saint Pa		02/28/2024		Invoiced	A	25.00
	2	Type II annual reporting fees to Homeland Secu			8102400216	Tom's C/C00024	03/03/2024	25.00			
	01/31/2024	11882	HOLT	THO000 Holt Thomas T	Hsem Tier 2 Reporting, Saint Pa		02/28/2024		Invoiced	A	25.00
	2	Type II annual reporting fees to Homeland Secu			8102400215	Tom's C/C00025	03/03/2024	25.54			
	3	processing fee				Tom's C/C00006	03/03/2024	-0.54			
	01/31/2024	11883	HOLT	THO000 Holt Thomas T	Hsem Tier 2 Reporting, Saint Pa		02/28/2024		Invoiced	A	0.54
	2	Type II annual reporting fees to Homeland Secu			8102400216	Tom's C/C00026	03/03/2024	0.54			
	01/31/2024	11884	HOLT	THO000 Holt Thomas T	Hsem Tier 2 Reporting, Saint Pa		02/28/2024		Invoiced	A	0.54
	2	Type II annual reporting fees to Homeland Secu			8102400215	Tom's C/C00027	03/03/2024	0.54			
	01/30/2024	11880	HOLT	THO000 Holt Thomas T	Amazon.Com R230b6080, Seattle,	AMAZON B000	02/28/2024		Invoiced	A	36.45
	2	Smead Steel Hanging File Folder Frame, Legal S			8102400213	Tom's C/C00028	03/03/2024	29.46			
	3	Shipping - Cost of shipping, not including shi			8102400213	Tom's C/C00028	03/03/2024	6.99			
	01/29/2024	11875	HOLT	THO000 Holt Thomas T	Amzn Mktp US R29pe7c70, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	35.90
	2	Smead Steel Hanging File Folder Frames, 2 Coun			8102400213	Tom's C/C00029	03/03/2024	35.90			
	01/29/2024	11876	HOLT	THO000 Holt Thomas T	Oreilly 3901, International, MN	O'REILLY000	02/28/2024		Invoiced	A	57.70
	2	O'Reilly Blanket P.O. FHS			8102400010	Tom's C/C00030	03/03/2024	57.70			
	01/29/2024	11879	HOLT	THO000 Holt Thomas T	Amazon.Com R00qm9vz1, Amzn.Com/	AMAZON B000	02/28/2024		Invoiced	A	60.17
	2	Pro-Lift C-2036DG Black/Green 300 Lbs Mechanic			7602400052	Tom's C/C00031	03/03/2024	60.17			
	32 transaction(s) for XXXXXXXXXXXX1984. Total Amount ==>>										5,653.58
XXXXXXXXXXXX1081	02/23/2024	11974	SINNISAM001	Sinninghe Samantha N	Amzn Mktp US Rzlop5cf0, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	232.27
	2	Elmer's Disappearing Purple School Glue Sticks			1302400167	Sam's C/C00000	03/03/2024	33.08			
	3	Island Hanging File Folder 1/5 Cut, Letter Siz			1302400167	Sam's C/C00000	03/03/2024	49.80			
	4	Amazon Basics Disinfecting Wipes, Lemon & Fres			1302400167	Sam's C/C00000	03/03/2024	144.40			
	5	12 Pack Ultra Thin Cabinet Door Catch Stainles			1302400167	Sam's C/C00000	03/03/2024	4.99			
	02/22/2024	11973	SINNISAM001	Sinninghe Samantha N	Amzn Mktp Us, Amzn.Com/Bill, WA	AMAZON B000	02/28/2024		Invoiced	A	-7.99
	2	Refund for clear plastic bags				Sam's C/C00001	03/03/2024	-7.99			
	02/21/2024	11972	SINNISAM001	Sinninghe Samantha N	Amazon.Com Rwliv4472, Amzn.Com/	AMAZON B000	02/28/2024		Invoiced	A	10.38
	1	InvestiGators: Agents of S.U.I.T.: From Badger				Sam's C/C00001	03/03/2024	10.38			
	02/19/2024	11970	SINNISAM001	Sinninghe Samantha N	Amzn Mktp Us, Amzn.Com/Bill, WA	AMAZON B000	02/28/2024		Invoiced	A	-98.11
	2	Refund adjustment for clear bags				Sam's C/C00001	03/03/2024	-98.11			
	02/19/2024	11971	SINNISAM001	Sinninghe Samantha N	Amzn Mktp US Rw6ws4c10, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	242.35
	2	(96 PCS) Funny Reading Book Booklish Nerd Temp			1302400161	Sam's C/C00002	03/03/2024	69.93			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX1081	continued...										
	3	102 Pieces LED Glasses Light Up Glow Glasses 6			1302400161	Sam's C/C00002	03/03/2024	125.98			
	4	Reading Stickers 100 Pcs I Love Reading Decals			1302400161	Sam's C/C00002	03/03/2024	46.44			
	02/15/2024	11969 SINNISAM001	Sinninghe	Samantha N	Dominos 7380, Intl Falls, MN, 5	DOMINO'S000	02/28/2024		Invoiced	A	31.99
	2	Cheese Pizza			1302400165	Sam's C/C00003	03/03/2024	28.00			
	3	Delivery Charge			1302400165	Sam's C/C00003	03/03/2024	3.99			
	02/14/2024	11968 SINNISAM001	Sinninghe	Samantha N	Amzn Mktp US Rb3wf16x1, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	74.94
	2	SANHO Dynamic Movement Sensory Sox - Updated V			1302400160	Sam's C/C00004	03/03/2024	22.96			
	3	SANHO Yopo Dynamic Movement Sensory Sox, Mediu			1302400160	Sam's C/C00004	03/03/2024	51.98			
	02/13/2024	11966 SINNISAM001	Sinninghe	Samantha N	Amzn Mktp US Rb4rd9m91, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	15.99
	2	Secura 60-Minute Visual Countdown Timer, 7.5-I			1302400160	Sam's C/C00005	03/03/2024	15.99			
	02/13/2024	11967 SINNISAM001	Sinninghe	Samantha N	Amzn Mktp US Rb6qa6w12, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	81.00
	2	Teaching Reading Sourcebook (Core Literacy Lib			1302400164	Sam's C/C00006	03/03/2024	77.01			
	3	Shipping - Cost of shipping, not including shi			1302400164	Sam's C/C00006	03/03/2024	3.99			
	02/12/2024	11962 SINNISAM001	Sinninghe	Samantha N	Amzn Mktp US Rb7rk2wg0, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	49.00
	2	Karat 8lb Paper Bag - White - 1,000 ct			1302400161	Sam's C/C00007	03/03/2024	49.00			
	02/12/2024	11963 SINNISAM001	Sinninghe	Samantha N	Amzn Mktp US Rb2vs7ru0, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	84.60
	2	Bulk Dr. Seuss Self-Adhesive Shapes - 72 Piece			1302400161	Sam's C/C00008	03/03/2024	84.60			
	02/12/2024	11964 SINNISAM001	Sinninghe	Samantha N	Amzn Mktp US Rili77ou0, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	216.99
	2	Black Lights, U`King 72W 36LED UV Halloween Li			1302400161	Sam's C/C00009	03/03/2024	216.99			
	02/12/2024	11965 SINNISAM001	Sinninghe	Samantha N	Amzn Mktp US Rb4c31x11, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	683.82
	2	Reading Stickers 100 Pcs I Love Reading Decals			1302400161	Sam's C/C00010	03/03/2024	30.96			
	3	Party Club of America Premium 6" Glow Fever Bu			1302400161	Sam's C/C00010	03/03/2024	143.90			
	4	102 Pieces LED Glasses Light Up Glow Glasses 6			1302400161	Sam's C/C00010	03/03/2024	188.97			
	5	100 White Bags and Bags for Small Business 1.5			1302400161	Sam's C/C00010	03/03/2024	106.10			
	6	Whaline 6 Colors Neon Gaffer Cloth Tape, Fluor			1302400161	Sam's C/C00010	03/03/2024	35.96			
	7	9" Pie Pans [50 Pack] - Heavy Duty Standard-Si			1302400161	Sam's C/C00010	03/03/2024	67.96			
	8	(96 PCS) Funny Reading Book Booklish Nerd Temp			1302400161	Sam's C/C00010	03/03/2024	9.99			
	9	[ Super Bright ] 960 Pack Glow Sticks Bulk Mar			1302400161	Sam's C/C00010	03/03/2024	99.98			
	02/08/2024	11961 SINNISAM001	Sinninghe	Samantha N	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	106.54
	2	ECFE Valentine's Dance trail mix and cups			1302400159	Sam's C/C00011	03/03/2024	106.54			
	02/06/2024	11959 SINNISAM001	Sinninghe	Samantha N	Bts Innovativeoffices1, Burnsvi	INNOVATI000	02/28/2024		Invoiced	A	265.02
	2	SHARPENER,ELEC PENCIL,BK			1302400155	Sam's C/C00012	03/03/2024	53.22			
	3	MARKER,DRY ER,CHSL,PP			1302400155	Sam's C/C00012	03/03/2024	17.74			
	4	MARKER,EXPO 2,CHISEL,RD			1302400155	Sam's C/C00012	03/03/2024	25.44			
	5	MARKER,EXPO 2,CHISEL,BK			1302400155	Sam's C/C00012	03/03/2024	25.44			
	6	MARKER,SHARPIE,FINE PT,BK			1302400155	Sam's C/C00012	03/03/2024	27.00			
	7	HIGHLIGHTER,MJR ACCENT,FYW			1302400155	Sam's C/C00012	03/03/2024	15.30			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
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	8	TONER,58A,LASERJET,BK			1302400155	Sam's C/C00012	03/03/2024	100.88			
	02/06/2024	11960	SINNISAM001	Sinninghe Samantha N	Amzn Mktp US R23vt0hc1, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	6.99
	1	Mega Shark (Diary of a Roblox Pro #6: An AFK B				Sam's C/C00001	03/03/2024	6.99			
	02/05/2024	11956	SINNISAM001	Sinninghe Samantha N	Amzn Mktp US R27y421bl, Amzn.Co	AMAZON B000	02/28/2024		Invoiced	A	170.58
	2	Glitter Gel Pens, 100 Color Glitter Pen Set fo			1302400156	Sam's C/C00013	03/03/2024	50.97			
	3	100 Pack Colored Sentence Strips for Teacher S			1302400156	Sam's C/C00013	03/03/2024	125.91			
	4	S&H				Sam's C/C00001	03/03/2024	17.42			
	5	Promo				Sam's C/C00001	03/03/2024	-23.72			
	02/05/2024	11957	SINNISAM001	Sinninghe Samantha N	Battalion Distributing, Intl Fa	BATTALIO000	02/28/2024		Invoiced	A	72.20
	2	Candy for concessions			9182400002	Sam's C/C00014	03/03/2024	72.20			
	02/05/2024	11958	SINNISAM001	Sinninghe Samantha N	Amazon.Com R202r18c2, Seattle,	AMAZON B000	02/28/2024		Invoiced	A	5.06
	1	ACCO Brands Solid Brass Paper Fasteners, 1 Inc			1302400148	Sam's C/C00015	03/03/2024	4.59			
	2	Shipping - Cost of shipping, not including shi			1302400148	Sam's C/C00015	03/03/2024	0.47			
	02/02/2024	11954	SINNISAM001	Sinninghe Samantha N	Dollar Tree, Intl Falls, MN, 56	DOLLAR T000	02/28/2024		Invoiced	A	20.32
	2	Valentine's Dance Fundraiser Concessions/Decor			9182400001	Sam's C/C00016	03/03/2024	20.32			
	02/02/2024	11955	SINNISAM001	Sinninghe Samantha N	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	96.30
	2	Concessions			9182400000	Sam's C/C00017	03/03/2024	96.30			
	02/01/2024	11978	SINNISAM001	Sinninghe Samantha N	Amazon.Com R23j33t12, Seattle,	AMAZON B000	02/28/2024		Invoiced	A	66.59
	1	ACCO Brands Solid Brass Paper Fasteners, 1 Inc			1302400148	Sam's C/C00018	03/03/2024	64.26			
	2	Shipping - Cost of shipping, not including shi			1302400148	Sam's C/C00018	03/03/2024	2.33			
	01/31/2024	11976	SINNISAM001	Sinninghe Samantha N	Duluth Holiday Inn, Duluth, MN,	HOLIDAY 001	02/28/2024		Invoiced	A	435.18
	2	Hotel Room for 2 nights			1302400157	Sam's C/C00019	03/03/2024	435.18			
	01/31/2024	11977	SINNISAM001	Sinninghe Samantha N	Amzn Mktp US R255p3cg2, Seattle	AMAZON B000	02/28/2024		Invoiced	A	100.45
	2	TN760 Toner Cartridge Replacement for Brother			1302400139	Sam's C/C00020	03/03/2024	93.46			
	3	Shipping - Cost of shipping, not including shi			1302400139	Sam's C/C00020	03/03/2024	6.99			
	01/30/2024	11975	SINNISAM001	Sinninghe Samantha N	Minnesota Association, Saint Pa		02/28/2024		Invoiced	A	410.00
	2	3 Day Attendee			1302400158	Sam's C/C00021	03/03/2024	410.00			
											25 transaction(s) for XXXXXXXXXXXX1081. Total Amount ==>> 3,372.46
XXXXXXXXXXXX2560	02/27/2024	11905	HOPKIMIC000	Hopkins Michelle L	Wasabi Technologies, Boston, MA	WASABI 000	02/28/2024		Invoiced	A	7.83
	2	12TB Secure online storage. Pay as you go.			6052400012	Mike's C/C00000	03/03/2024	7.83			
	02/26/2024	11903	HOPKIMIC000	Hopkins Michelle L	Wal-Mart #3233, Bemidji, MN, 56	WALMART.000	02/28/2024		Invoiced	A	348.00
	2	65" Vizio Smart TV.			6052400091	Mike's C/C00001	03/03/2024	348.00			
	02/23/2024	11902	HOPKIMIC000	Hopkins Michelle L	Menards Intl Falls, Intl Falls	MENARDS 000	02/28/2024		Invoiced	A	153.48
	2	Vornado Air Purifyer/Filter			6052400090	Mike's C/C00002	03/03/2024	149.99			
	3	Electrical Tape			6052400090	Mike's C/C00002	03/03/2024	3.49			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX2560	continued...										
	02/20/2024	11901	HOPKIMIC000	Hopkins Michelle L	Midco, 800-888-1300, MN, 55435,	MIDCONTI000	02/28/2024		Invoiced	A	37.63
	2	Arena Elevator Acct # 2512973-01			8102400044	Mike's C/C00003	03/03/2024	37.63			
	02/02/2024	11900	HOPKIMIC000	Hopkins Michelle L	Siptrunk Inc, Alpharetta, GA, 3	TECHCHEC000	02/28/2024		Invoiced	A	289.60
	2	Monthly SIP Phone Service.			6052400002	Mike's C/C00004	03/03/2024	289.60			
	01/31/2024	11908	HOPKIMIC000	Hopkins Michelle L	Learning A-Z, Llc, 866-889-3729	LEARNING000	02/28/2024		Invoiced	A	373.00
	2	Raz-Plus			6052400080	Mike's C/C00005	03/03/2024	241.00			
	3	Raz-Kids			6052400080	Mike's C/C00005	03/03/2024	132.00			
	01/30/2024	11906	HOPKIMIC000	Hopkins Michelle L	Midco, 800-888-1300, MN, 55435,	MIDCONTI000	02/28/2024		Invoiced	A	104.09
	2	Internet Service for Bus Garage Acct # 1247557			7602400015	Mike's C/C00006	03/03/2024	104.09			
	01/30/2024	11907	HOPKIMIC000	Hopkins Michelle L	Midco, 800-888-1300, MN, 55435,	MIDCONTI000	02/28/2024		Invoiced	A	87.29
	2	FHS Fax Line			1102400064	Mike's C/C00007	03/03/2024	87.29			
	01/29/2024	11904	HOPKIMIC000	Hopkins Michelle L	Wasabi Technologies, Boston, MA	WASABI 000	02/28/2024		Invoiced	A	7.22
	2	12TB Secure online storage. Pay as you go.			6052400012	Mike's C/C00008	03/03/2024	7.22			
											9 transaction(s) for XXXXXXXXXXXX2560. Total Amount ==> 1,408.14
XXXXXXXXXXXX7453	02/15/2024	11847	LINDVJOD000	Lindvall JoDee N	Usps Po 2647200549, Intl Falls,	POSTMAST000	02/28/2024		Invoiced	A	4.13
	2	Media Mail Postage Tracking #95490158662640453			3002400068	JoDee's C/C00000	03/03/2024	4.13			
	02/08/2024	11845	LINDVJOD000	Lindvall JoDee N	Super One Foods 579, Internatio	SUPER ON000	02/28/2024		Invoiced	A	120.49
	3	Sped cooking supplies, laundry soap, dish soap			3002400045	JoDee's C/C00001	03/03/2024	120.49			
	02/08/2024	11846	LINDVJOD000	Lindvall JoDee N	Teacherspayteachers.Co, 6465880	TEACHERS007	02/28/2024		Invoiced	A	82.32
	1	Functional Curriculum Bundles Job Skills,			3002400065	JoDee's C/C00002	03/03/2024	24.00			
	2	Functional Curriculum Bundles Vocational Skill			3002400065	JoDee's C/C00002	03/03/2024	14.40			
	3	Functional life Skills Money basics			3002400065	JoDee's C/C00002	03/03/2024	14.40			
	4	Functional Curriculum Bundles Cooking,			3002400065	JoDee's C/C00002	03/03/2024	7.92			
	5	Recipe Reading Comprehension Set 1 Life Skills			3002400065	JoDee's C/C00002	03/03/2024	4.80			
	6	Functional Curriculum Bundles Math Money			3002400065	JoDee's C/C00002	03/03/2024	8.00			
	7	Functional Curriculum Bundles Speech Therapy			3002400065	JoDee's C/C00002	03/03/2024	8.80			
	01/31/2024	11848	LINDVJOD000	Lindvall JoDee N	Ls The Sports Shop, Internation	THE SPOR000	02/28/2024		Invoiced	A	27.00
	2	\$30 for the Sports shop for Timm Skate Guards			2922400078	JoDee's C/C00003	03/03/2024	27.00			
											4 transaction(s) for XXXXXXXXXXXX7453. Total Amount ==> 233.94
											151 transaction(s). Total Amount ==> 18,413.64

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

**REGULAR MEETING MINUTES OF THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NO. 361  
Tuesday, February 20, 2024 at 5:15 p.m.  
FHS Library**

**Call to Order**

Present with voting rights: Jessica Crosby, Tina Sather, Roxanne Skogstad-Ditsch from remote location: 15165 W Jackson St, Goodyear AZ as published on agenda, JoAnne Smith, Dale Johnson, Bruce Raboin and Toni Korpi (arrived 5:25 pm). Absent None  
Present: 7, Absent: 0.

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

Pledge of Allegiance

**Approval of Agenda**

1. Motion by Jessica Crosby, then second by Dale Johnson to approve agenda. Motion Carried.  
Toni Korpi: Absent, Jessica Crosby: Yea, Dale Johnson: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Absent: 1 (Toni Korpi arrived after approval of agenda)

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

1. **Election of Officers:**

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

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

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

1.b. Vice-Chairperson. Call for nominations: JoAnn Smith, Vice Board Chair, called for nominations for the office of vice-board chair. Tina Sather nominated Jessica Crosby for vice-board chair. Dale Johnson nominated JoAnn Smith for vice-board chair. Call for nominations was called three times. After no further nominations the nominations were closed.

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

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

1.c. Clerk. Call for nominations: JoAnn Smith, Vice Board Chair, called for nominations for the office of clerk. Jessica Crosby nominated Tina Sather for clerk. JoAnn Smith nominated Jessica Crosby. Call for nominations was called three times. After no further nominations the nominations were closed.

Vote for Tina Sather as clerk passed. Voting for: Roxanne Skogstad-Ditsch, Dale Johnson, Toni Korpi, Bruce Raboin and Tina Sather; Voting Against: Jessica Crosby and JoAnn Smith.

Vote for Jessica Crosby as clerk failed. Voting for: Jessica Crosby and JoAnn Smith. Voting Against: Roxanne Skogstad-Ditsch, Dale Johnson, Toni Korpi, Bruce Raboin and Tina Sather.

1.d. Treasurer. Call for nominations: JoAnn Smith, Vice Board Chair, called for nominations for the office of treasurer. Jessica Crosby nominated Bruce Raboin for treasurer. Roxanne Skogstad-Ditch nominated Toni Korpi. Call for nominations was called three times. After no further nominations the nominations were closed.

Vote for Bruce Raboin as treasurer passed. Voting for: Dale Johnson, Tina Sather, JoAnn Smith and Jessica Crosby; Voting Against: Bruce Raboin, Toni Korpi and Roxanne Skogstad-Ditsch.

Vote for Toni Korpi as clerk failed. Voting for: Bruce Raboin, Roxanne Skogstad-Ditsch and Toni Korpi. Voting Against: Dale Johnson, Tina Sather, Jessica Crosby and JoAnn Smith.

## 2. Set Board Committee Representatives:

2.a. Administrative Salary Committee (3): JoAnn Smith, Dale Johnson, Toni Korpi

2.b. Local 510 Negotiations Committee (3): Roxanne Skogstad-Ditsch, Toni Korpi, Dale Johnson

2.c. Local 331 Negotiations Committee (3): Tina Sather, Bruce Raboin, Jessica Crosby

2.d. Local 4798 Negotiations Committee (3): Toni Korpi, Jessica Crosby, JoAnn Smith

2.e. MSBA Legislative Representative (1): Dale Johnson

2.f. MSHSL Representative (1): Bruce Raboin

2.g. Continuing Education Representative (1): Roxanne Skogstad-Ditsch

2.h. Community Education Advisory Representatives (2): Toni Korpi, JoAnn Smith, Alt: Jessica Crosby

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

2.j. Grievance Committee Representatives (2): Tina Sather, Toni Korpi

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

2.l. Facility Committee Representatives (3): Bruce Raboin, Roxanne Skogstad-Ditsch, Tina Sather

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

## **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
  - 2.b. Gretchen Davis
3. School Board Certificates

## **Committee and Administrative Reports**

1. Mitch Erickson, Student Representative: Gave updates on Student Council, KAPE.
2. Melissa Tate, Elementary Principal: Enrollment and school updates
3. Tim Everson, Secondary Principal: Enrollment and school updates
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 – Gave program updates.

## **Consent Agenda**

Approve the Consent Agenda as presented. Motion by Tina Sather, then second by Dale Johnson. 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 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 January 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 Jessica Crosby, then second by Toni Korpi. 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.b. Approve the hire of Dale Johnson as Junior High Boys Track Coach for the 2023-2024 season. Motion by Roxanne Skogstad-Ditsch, then second by Toni Korpi. Motion Carried.  
Dale Johnson: Abstain (With Conflict), Jessica Crosby: Yea, Toni Korpi: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Abstain (With Conflict): 1

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 Dale Johnson, 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

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 Bruce Raboin, 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

**Budget Discussions:**

1. Received 2023-2024, 2024-2025 and 2025-2026 preliminary student enrollment projections.
2. Received 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 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

**Adjournment**

1. Motion by Dale Johnson, then second by Toni Korpi to adjourn at 7:35 pm. Motion Carried. Roxanne Skogstad-Ditsch: Absent, Jessica Crosby: Yea, Dale Johnson: Yea, Toni Korpi: Yea, Bruce Raboin: Yea, Tina Sather: Yea, Joann Smith: Yea  
Yea: 6, Nay: 0, Absent: 1

**Approved Minutes:**

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District Clerk

Date

Board Chair

Date

**SPECIAL MEETING MINUTES OF THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NO. 361  
Monday, February 26, 2024 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, Bruce Raboin and Toni Korpi. Absent None  
Present: 7, Absent: 0.

Non-Voting Members Present: Kevin Grover, Superintendent

Pledge of Allegiance

**Approval of Agenda**

1. Approve agenda as presented. Motion by Tina Sather, then second by Dale Johnson.  
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

**Budget Work Session:**

1. Reviewed status of budget updates.

**Adjournment**

1. Motion by Toni Korpi, then second by Jessica Crosby to adjourn meeting at 5:55 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

**SPECIAL MEETING MINUTES OF THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NO. 361  
Tuesday, March 12, 2024 at 5:00 p.m.  
FHS Library**

**Call to Order**

Present with voting rights: Jessica Crosby, Roxanne Skogstad-Ditsch, JoAnne Smith, Dale Johnson, and Toni Korpi. Absent: Tina Sather and Bruce Raboin  
Present: 5, Absent: 2.

Non-Voting Members Present: Kevin Grover, Superintendent

Pledge of Allegiance

**Approval of Agenda**

1. Approve agenda as presented. Motion by Jessica Crosby, then second by Dale Johnson.  
Motion Carried.

Bruce Raboin: Absent, Tina Sather: Absent, Jessica Crosby: Yea, Dale Johnson: Yea, Toni Korpi: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 5, Nay: 0, Absent: 2

**Agenda:**

1. Accept the resignation of Superintendent, Kevin Grover, effective June 30, 2024. Motion by Joann Smith, then second by Jessica Crosby. Motion Carried.

Bruce Raboin: Absent, Tina Sather: Absent, Jessica Crosby: Yea, Dale Johnson: Yea, Toni Korpi: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 5, Nay: 0, Absent: 2

2. Receive a presentation from MSBA regarding Superintendent search services they can provide to the District.

3. Discussion relating to Superintendent search options including, but not limited to:

Option A) District conducts the Superintendent's search and process of securing a candidate.

Option B) Contract with MSBA for a limited search to help with securing a candidate. Cost of Option B is \$2,500. Option C) Contract with MSBA for a full search to help secure a candidate. Cost of Option C is \$7,500. Option D) Other

4. Motion by Toni Korpi, then second by Jessica Crosby to use option B – MSBA services at \$2,500. Motion Carried.

Bruce Raboin: Absent, Tina Sather: Absent, Jessica Crosby: Yea, Dale Johnson: Yea, Toni Korpi: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 5, Nay: 0, Absent: 2

**SPECIAL MEETING MINUTES OF THE BOARD OF EDUCATION  
INDEPENDENT SCHOOL DISTRICT NO. 361  
Tuesday, March 12, 2024 at 5:00 p.m.  
FHS Library**

**Adjournment**

1. Motion by Toni Korpi, then second by Dale Johnson to adjourn the meeting at 5:40 pm.  
Motion carried.
2. Bruce Raboin: Absent, Tina Sather: Absent, Jessica Crosby: Yea, Dale Johnson: Yea,  
Toni Korpi: Yea, Roxanne Skogstad-Ditsch: Yea, Joann Smith: Yea  
Yea: 5, Nay: 0, Absent: 2

**Approved Minutes:**

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District Clerk

Date

Board Chair

Date

**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:

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

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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 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

**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, ~~aas~~ 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<br>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 203.6  
Consent Agendas**

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

Revised \_\_\_ **March 2024** \_\_\_

**I. PURPOSE**

The purpose of this policy is to allow the use of a consent agenda.

**II. GENERAL STATEMENT OF POLICY**

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

**III. CONSENT AGENDAS**

- A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.
- B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.
- C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.
- D. Consent agenda items are approved en masse by one vote of the school board.

The consent agenda items shall be separately recorded in the minutes.

***Legal References:*** Minn. Stat. § 123B.09, Subd. 7 (**Boards of Independent School Districts School Board powers**)

***Cross References:*** MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)  
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)  
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

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

**BOARD POLICY 422  
Policies Incorporated By Reference**

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

Revised \_\_\_ **March 2024** \_\_\_

**PURPOSE:**

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

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

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

**Legal References:** none

**Cross References:** none

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

**BOARD POLICY 501  
School Weapons Policy**

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

Revised \_\_\_ **March 2024** \_\_\_

***[Note: School districts are required by statute to have a policy addressing these issues. ATTENTION: This policy incorporates certain provisions of the Minnesota Citizens' Personal Protection Act (often referred to as the "conceal and carry" law)***

**I. PURPOSE**

The purpose of this policy is to assure a safe school environment for students, staff and the public.

**II. GENERAL STATEMENT OF POLICY**

No student or nonstudent, including adults and visitors, shall possess, use, or distribute a weapon when in a school location except as provided in this policy. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school employee, volunteer, or member of the public who violates this policy.

**III. DEFINITIONS**

A. "Weapon"

1. A "weapon" means any object, device or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stunguns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon.
2. No person shall possess, use or distribute any object, device or instrument having the appearance of a weapon and such objects, devices or instruments shall be treated as weapons including, but not limited to,

weapons listed above which are broken or non-functional, look-alike guns; toy guns; and any object that is a facsimile of a real weapon.

3. No person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files, scissors, etc.), to inflict bodily harm and/or intimidate and such use will be treated as the possession and use of a weapon.
- B. “School Location” includes any school building or grounds, whether leased, rented, owned or controlled by the school, locations of school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the area of entrance or departure from school premises or events, all locations where school-related functions are conducted, and anywhere students are under the jurisdiction of the school district.
  - C. “Possession” means having a weapon on one’s person or in an area subject to one’s control in a school location.
  - D. “Dangerous Weapon” means any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm. As used in this definition, “flammable liquid” means any liquid having a flash point below 100 degrees Fahrenheit but does not include intoxicating liquor. As used in this subdivision, “combustible liquid” is a liquid having a flash point at or above 100 degrees Fahrenheit.

#### **IV. EXCEPTIONS**

- A. A student who finds a weapon on the way to school or in a school location, or a student who discovers that he or she accidentally has a weapon in his or her possession, and takes the weapon immediately to the principal’s office shall not be considered to possess a weapon. If it would be impractical or dangerous to take the weapon to the principal’s office, a student shall not be considered to possess a weapon if he or she immediately turns the weapon over to an administrator, teacher or head coach, or immediately notifies an administrator, teacher or head coach of the weapon’s location.
- B. It shall not be a violation of this policy if a nonstudent (or student where specified) falls within one of the following categories:
  1. active licensed peace officers;
  2. military personnel, or students or nonstudents participating in military training, who are on duty performing official duties;
  3. persons authorized to carry a pistol under Minnesota Statutes, section 624.714, while in a motor vehicle or outside of a motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle;

4. persons who keep or store in a motor vehicle pistols in accordance with Minnesota Statutes, section 624.714 or 624.715, or other firearms in accordance with Minnesota Statutes, section 97B.045;
  - a. Section 624.714 specifies procedures and standards for obtaining pistol permits and penalties for the failure to do so. Section 624.715 defines an exception to the pistol permit requirements for “antique firearms which are carried or possessed as curiosities or for their historical significance or value.”
  - b. Section 97B.045 generally provides that a firearm may not be transported in a motor vehicle unless it is (1) unloaded and in a gun case without any portion of the firearm exposed; (2) unloaded and in the closed trunk; or (3) a handgun carried in compliance with Sections 624.714 and 624.715.
5. firearm safety or marksmanship courses or activities for students or nonstudents conducted on school property;
6. possession of dangerous weapons, BB guns, or replica firearms by a ceremonial color guard;
7. a gun or knife show held on school property;
8. possession of dangerous weapons, BB guns, or replica firearms with written permission of the principal or other person having general control and supervision of the school or the director of a child care center; or
9. persons who are on unimproved property owned or leased by a child care center, school or school district unless the person knows that a student is currently present on the land for a school-related activity.

***[Note: Nothing prevents a school district from being more stringent in its weapons policy with respect to students and school district employees than the criminal law, except that the school district may not prohibit the lawful carry or possession of firearms in a parking facility or parking area. Although some school districts may choose to incorporate all of the exceptions to the criminal law, other school districts may choose either not to incorporate some or all of the exceptions or to further limit them. For example, a school district may choose to require written permission from the superintendent, not just a principal, for someone to possess a dangerous weapon in a school location. This would impose a more stringent requirement than the exceptions to the general prohibition of having a weapon on school grounds set forth in Minnesota Statutes, section 609.66, Subdivision 1d (f) listed in Section IV.B. above. However, a school district may not regulate firearms, ammunition, or their respective components, when possessed or carried by nonstudents or nonemployees, in a manner that is inconsistent with Minnesota Statutes, section 609.66, Subdivision 1d.]***

C. Policy Application to Instructional Equipment/Tools

While the school district does not allow the possession, use or distribution of weapons by students, or nonstudents, such a position is not meant to interfere with instruction or the use of appropriate equipment and tools by students or nonstudents. Such equipment and tools, when properly possessed, used and stored, shall not be considered in violation of the rule against the possession, use, or distribution of weapons. However, when authorized instructional and work equipment and tools are used in a potentially dangerous or threatening manner, such possession and use will be treated as the possession and use of a weapon.

D. Firearms in School Parking Lots and Parking Facilities

A school district may not prohibit the lawful carry or possession of firearms in a school parking lot or parking facility. For purposes of this policy, the “lawful” carry or possession of a firearm in a school parking lot or parking facility is specifically limited to nonstudent permit-holders authorized under Minnesota Statutes, section 624.714 to carry a pistol in the interior of a vehicle or outside the motor vehicle for the purpose of directly placing a firearm in, or retrieving it from, the trunk or rear area of the vehicle. Any possession or carry of a firearm beyond the immediate vicinity of a permit-holder’s vehicle shall constitute a violation of this policy.

V. **CONSEQUENCES FOR STUDENT WEAPON POSSESSION /USE /DISTRIBUTION**

- A. The school district does not allow the possession, use, or distribution of weapons by students. Consequently, the minimum consequence for students possessing, using, or distributing weapons shall include:
1. immediate out-of-school suspension;
  2. confiscation of the weapon;
  3. immediate notification of police;
  4. parent or guardian notification; and
  5. recommendation to the superintendent of dismissal for a period of time not to exceed one year.
- B. Pursuant to Minnesota law, a student who brings a firearm, as defined by federal law, to school will be expelled for at least one year. The school board may modify this requirement on a case-by-case basis.
- C. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully.
- D. Administrative Discretion

While the school district does not allow the possession, use, or distribution of weapons by students, the superintendent may use discretion in determining whether, under the circumstances, a course of action other than the minimum consequences specified above is warranted. If so, other appropriate action may be taken, including consideration of a recommendation for lesser discipline.

## VI. CONSEQUENCES FOR WEAPON POSSESSION/USE/DISTRIBUTION BY NONSTUDENTS

### A. Employees

1. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, or discharge as deemed appropriate by the school board.
2. Sanctions against employees, including nonrenewal, suspension, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.
3. When an employee violates the weapons policy, law enforcement may be notified, as appropriate.

*[Note: An employer may establish policies that restrict the carry or possession of firearms by its employees while acting in the course and scope of employment. Employment-related sanctions may be invoked for a violation. Thus, for example, reasonable limitations may be imposed on the method of storing firearms by permit-holding employees while at work or performing employment-related duties. Reasonable limitations may include requiring firearms to have trigger locks and to be stored in a locked container or locked compartment of the vehicle.]*

### B. Other Nonstudents

1. Any member of the public who violates this policy shall be informed of the policy and asked to leave the school location. Depending on the circumstances, the person may be barred from future entry to school locations. In addition, if the person is a student in another school district, that school district may be contacted concerning the policy violation.
2. If appropriate, law enforcement will be notified of the policy violation by the member of the public and may be asked to provide an escort to remove the member of the public from the school location.

## VII. REPORTS OF DANGEROUS WEAPON INCIDENTS IN SCHOOL ZONES

- A. The school district must electronically report to the **Minnesota** Commissioner of Education incidents involving the use or possession of a dangerous weapon in school zones, as required under Minnesota Statutes, section 121A.06.

**Legal References:** Minn. Stat. § 97B.045 (Transportation of Firearms)

Minn. Stat. § 121A.05 (~~Policy to Refer Firearms Possession Referral to Police~~)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.44 (Expulsion for Possession of Firearm)  
Minn. Stat. § 152.01, subd. 14(a) (Definition of a School Zone)  
Minn. Stat. § 609.02, subd. 6 (Definition of Dangerous Weapon)  
Minn. Stat. § 609.605 (Trespass)  
Minn. Stat. § 609.66 (Dangerous Weapons)  
Minn. Stat. § 624.714 (Carrying of Weapons without Permit; Penalties)  
Minn. Stat. § 624.715 (Exemptions; Antiques and Ornaments)  
18 U.S.C. § 921 (Definition of Firearm)  
*In re C.R.M.* 611 N.W.2d 802 (Minn. 2000)  
*In re A.D.*, 883 N.W.2d 251 (Minn. 2016)

***Cross References:*** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MABA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

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

**BOARD POLICY 502  
Search of Student Lockers, Desks, Personal Possessions, and  
Student's Person**

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

Revised \_\_\_ **March 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 a safe and healthful educational environment by enforcing the school district's policies against contraband.

**II. GENERAL STATEMENT OF POLICY**

A. Lockers and Personal Possessions Within a Locker

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

B. Desks

School desks are the property of the school district. At no time does the school district relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

C. Personal Possessions and Student's Person

The personal possessions of students and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

- D. A violation of this policy occurs when students use lockers and desks for unauthorized purposes or to store contraband. A violation occurs when students carry contraband on their person or in their personal possessions.

### **III. DEFINITIONS**

- A. "Contraband" means any unauthorized item possession of which is prohibited by school district policy and/or law. It includes, but is not limited to, weapons and "look-alikes," alcoholic beverages, controlled substances and "look-alikes," overdue books and other materials belonging to the school district, and stolen property.
- B. "Personal possessions" includes, but is not limited to, purses, backpacks, bookbags, packages, and clothing.
- C. "Reasonable suspicion" means that a school official has grounds to believe that the search will result in evidence of a violation of school district policy, rules, and/or law. Reasonable suspicion may be based on a school official's personal observation, a report from a student, parent or staff member, a student's suspicious behavior, a student's age and past history or record of conduct both in and out of the school context, or other reliable sources of information.
- D. "Reasonable scope" means that the scope and/or intrusiveness of the search is reasonably related to the objectives of the search. Factors to consider in determining what is reasonable include the seriousness of the suspected infraction, the reliability of the information, the necessity of acting without delay, the existence of exigent circumstances necessitating an immediate search and further investigation (e.g. to prevent violence, serious and immediate risk of harm or destruction of evidence), and the age of the student.

### **IV. PROCEDURES**

- A. School officials may inspect the interiors of lockers and desks for any reason at any time, without notice, without student consent, and without a search warrant.
- B. School officials may inspect the personal possessions of a student and/or a student's person based on a reasonable suspicion that the search will uncover a violation of law or school rules. A search of personal possessions of a student and/or a student's person will be reasonable in its scope and intrusiveness.
- C. As soon as practicable after a search of personal possessions within a locker pursuant to this policy, the school officials must provide notice of the search to students whose possessions were searched unless disclosure would impede an ongoing investigation by police or school officials.

- D. Whenever feasible, a search of a person shall be conducted in private by a school official of the same sex. A second school official of the same sex shall be present as an observer during the search of a person whenever feasible.
- E. A strip search is a search involving the removal of coverings or clothing from private areas. Mass strip searches, or body cavity searches, are prohibited. Strip searches will be conducted only in circumstances involving imminent danger.
- F. A school official conducting any other search may determine when it is appropriate to have a second official present as an observer.
- G. A copy of this policy will be printed in the student handbook or disseminated in any other way which school officials deem appropriate. The school district shall provide a copy of this policy to a student when the student is given use of a locker.

## V. DIRECTIVES AND GUIDELINES

School administration may establish reasonable directives and guidelines which address specific needs of the school district, such as use of tape in lockers, standards of cleanliness and care, posting of pin-ups and posters which may constitute sexual harassment, etc.

## VI. SEIZURE OF CONTRABAND

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

## VIII. VIOLATIONS

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

**Legal References:** U.S. Const., amend. IV  
Minn. Const., art. I, §10  
Minn. Stat. §121A.72 (School Locker Policy)  
*New Jersey v. T.L.O.*, 469 U.S. 325, ~~105 S.Ct. 733, 83 L.Ed.2d 720~~ (1985)  
*G.C. v. Owensboro Public Schools*, 711 F.3d 623 (6<sup>th</sup> Cir. 2013)

**Cross References:** MSBA/MASA Model Policy 417 (Chemical Use/Abuse)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace / Drug-Free School)  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 506 (Student Discipline)

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

**BOARD POLICY 505  
Distribution of Non-school-Sponsored Materials on School Premises  
by Students and Employees**

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

Revised \_\_\_ **March 2024** \_\_\_

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

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

**III. DEFINITIONS**

- A. "Distribute" or "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying material, or placing material in internal staff or student mailboxes.
- B. "Non-school-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of non-school-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.

- C. “Obscene to minors” means:
1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and
  3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. “Minor” means any person under the age of eighteen (18).
- E. “Material and substantial disruption” of a normal school activity means:
1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, “material and substantial disruption” is defined as any disruption which interferes with or impedes the implementation of that program.
  2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) “material and substantial disruption” is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.
- In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- F. “School activities” means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- G. “Libelous” is a false and unprivileged statement about a specific individual that tends to harm the individual’s reputation or to lower that individual in the esteem of the community.

#### IV. GUIDELINES

- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, non-school-sponsored material.
- B. Requests for distribution of non-school-sponsored material will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
1. is obscene to minors;
  2. is libelous or slanderous;
  3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
  4. advertises or promotes any product or service not permitted to minors by law;
  5. advocates violence or other illegal conduct;
  6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
  7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
- C. Distribution by students and employees of non-school-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
  2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
  3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
  4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
6. whether distribution would require that non-school persons be present on the school grounds;
7. whether the materials are a solicitation for goods or services not requested by the recipients.

## **V. TIME, PLACE, AND MANNER OF DISTRIBUTION**

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

## **VI. PROCEDURES**

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

- D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the superintendent to verify that the lack of response is not due to an inability to locate the person.
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

## VII. DISCIPLINARY ACTION

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

## VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

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

## IX. IMPLEMENTATION

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

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

**Legal References:** U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. ~~260, 108 S.Ct. 562, 98 L.Ed.2d 592~~ (1988)  
*Bethel Sch. Dist. No. 403 v. Fraser*, 478 U.S. 675, ~~106 S.Ct. 3159, 92 L.Ed.2d 549~~ (1986)

*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503, ~~89 S.Ct. 733, 21 L.Ed.2d 731~~ (1969)

*Bystrom v. Fridley High School*, 822 F.2d 747 (8th Cir. 1987 ~~67~~)

*Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8th Cir. 2009)

*Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, ~~132 S.Ct. 592~~ (2011)

***Cross References:*** MSBA/MASA Model Policy 403 (Discipline, Suspension and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)  
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

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

**BOARD POLICY 511  
School Fundraising**

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

Revised \_\_\_ **March 2024** \_\_\_

**I. PURPOSE**

The purpose of this policy is to address student fundraising efforts.

**II. GENERAL STATEMENT OF POLICY**

The school board recognizes a desire and a need by some student organizations for fundraising. The school board also recognizes a need for some constraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public.

**III. RESPONSIBILITY**

- A. The building administrators shall be responsible for developing recommendations to the superintendent that will result in a level of activity deemed acceptable by employees, parents, and students. Fundraising must be conducted in a manner that will not result in embarrassment on the part of individual students, employees, or the school.
- B. All fundraising activities must be approved, in advance, by the administration. Participation in non-approved activities shall be considered a violation of school district policy.
- C. The superintendent shall be responsible for providing coordination of student fundraising throughout the school district as deemed appropriate.
- D. The school district expects all students who participate in approved fundraising activities to represent the school, the student organization, and the community in a responsible manner. All rules pertaining to student conduct and student discipline extend to student fundraising activities.
- E. The school district expects all employees who plan, supervise, coordinate, or participate in student fundraising activities to act in the best interests of the students and to represent the school, the student organization, and the community in a responsible manner.

#### IV. ANNUAL REPORT

The superintendent shall report to the school board, at least annually, on the nature and scope of student fundraising activities approved pursuant to this policy.

- Legal References:** Minn. Stat. § 120A.20 (Age Limitations; Pupils)  
Minn. Stat. § 123B.09, Subd. 8 (Boards of Independent School Districts  
Duties)  
Minn. Stat. § 123B.36 (Authorized Fees)
- Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 713 (Student Activity Accounting)

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

**BOARD POLICY 523  
Policies Incorporated by Reference**

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

Revised \_\_\_ **March 2024** \_\_\_

**PURPOSE**

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

- ~~Model Policy 102 — Equal Educational Opportunity~~
- ~~Model Policy 103 — Complaints — Students, Employees, Parents, Other Persons~~
- ~~Model Policy 206 — Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations~~
- ~~Model Policy 211 — Criminal or Civil Action Against School District, School Board Member, Employee, or Student~~
- ~~Model Policy 305 — Policy Implementation~~
- Model Policy 413 Harassment and Violence
- Model Policy 417 Chemical Use and Abuse
- Model Policy 418 Drug-Free Workplace/Drug-Free School
- Model Policy 419 Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
- Model Policy 420 Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions
- ~~Model Policy 511 — Student Fundraising~~
- ~~Model Policy 524 — Internet Acceptable Use and Safety Policy~~
- ~~Model Policy 525 — Violence Prevention~~
- ~~Model Policy 610 — Field Trips~~
- ~~Model Policy 613 — Graduation Requirements~~
- ~~Model Policy 614 — School District Testing Plan and Procedure~~
- ~~Model Policy 615 — Testing, Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students~~

- ~~Model Policy 616 School District System Accountability~~
- ~~Model Policy 707 Transportation of Public School Students~~
- ~~Model Policy 708 Transportation of Nonpublic School Students~~
- ~~Model Policy 709 Student Transportation Safety Policy~~
- ~~Model Policy 710 Extracurricular Transportation~~
- ~~Model Policy 711 Videotaping on School Buses~~
- ~~Model Policy 712 Video Surveillance Other Than on Buses~~
- ~~Model Policy 801 Equal Access to Facilities of Secondary Schools~~

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

***Legal References:***

***Cross References:***

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

**BOARD POLICY 526  
Hazing Prohibition**

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

Revised \_\_\_ **March 2024** \_\_\_

**526 HAZING PROHIBITION**

*[Note: School districts are required by statute to have a policy addressing these issues. The Minnesota Department of Education (MDE) will maintain and make available a model policy on student and staff hazing in accordance with Minnesota Statutes § section 121A.69. The MDE model policy differs from the MSBA/MASA model policy as it incorporates state and federal requirements related to harassment and discrimination which extends beyond the mandate of Minnesota Statutes § section 121A.69. Topics of harassment and discrimination are addressed in other MSBA/MASA policies. While school districts are required to adopt a policy governing student and staff hazing, school districts are not required to adopt any particular policy. MSBA recommends this policy.]*

**I. PURPOSE**

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

**II. GENERAL STATEMENT OF POLICY**

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.

- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing 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, tolerate, or are a party to prohibited acts of hazing 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 hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

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

- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### **III. DEFINITIONS**

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
  - 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
  - 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the

student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.

4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
  5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. “Immediately” means as soon as possible but in no event longer than 24 hours.
- C. “On school premises or school district property, or at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student’s walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- D. “Remedial response” means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. “Student” means a student enrolled in a public school or a charter school.
- F. “Student organization” means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

#### **IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing 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 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.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing 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.

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.

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

## **V. SCHOOL DISTRICT ACTION**

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students, or others pending completion of an investigation of alleged hazing prohibited by this policy.

- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing 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 the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, and applicable school district policies and regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing 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) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

## **VI. RETALIATION OR REPRISAL**

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

## **VII. DISSEMINATION OF POLICY**

*[Note: Proper reference should be made to the appropriate handbooks in each school district.]*

This policy shall appear in each school's student handbook and in each school's building and staff handbooks.

***Legal References:***

Minn. Stat. § 121A.031 (Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

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

**BOARD POLICY 531  
The Pledge of Allegiance**

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

Revised \_\_\_ **March 2024** \_\_\_

*[Note: Recitation of the Pledge of Allegiance by students and instruction of students as provided in this policy are required by statute. Also, the statement in Part III., below, must be included in the student handbook or a policy guide. A local school board or a charter school board of directors may waive these statutory requirements by a majority vote taken annually. If the local school board or charter school board of directors waives the requirement to recite the Pledge of Allegiance, it may adopt a district or school policy regarding the reciting of the Pledge of Allegiance.]*

**I. PURPOSE**

The school board recognizes the need to display an appropriate United States flag and to provide instruction to students in the proper etiquette, display, and respect of the flag. The purpose of this policy is to provide for recitation of the Pledge of Allegiance and instruction in school to help further that end.

**II. GENERAL STATEMENT OF POLICY**

Students in this school district shall recite the Pledge of Allegiance to the flag of the United States of America one or more times each week. The recitation shall be conducted:

- A. By each individual classroom teacher or the teacher's surrogate; or
- B. Over a school intercom system by a person designated by the school principal or other person having administrative control over the school.

**III. EXCEPTIONS**

Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so. Students and school personnel must respect another person's right to make that choice.

#### IV. INSTRUCTION

Students will be instructed in the proper etiquette toward, correct display of, and respect for the flag, and in patriotic exercises.

*Legal References:* Minn. Stat. § 121A.11, Subd. 3 and Subd. 4 (United States Flag)  
~~Minn. Stat. § 121A.11, Subd. 3 (Pledge of Allegiance)~~  
~~Minn. Stat. § 121A.11, Subd. 4 (Instruction)~~

*Cross References:*

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

**BOARD POLICY 535  
Service Animals in Schools**

Adopted \_\_\_ November 2019 \_\_\_

Revised \_\_\_ **March 2024** \_\_\_

**I. PURPOSE**

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

**II. GENERAL STATEMENT OF POLICY**

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

**III. DEFINITIONS**

A. Service Animal

A “service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. “Work or tasks” are those functions performed by a service animal.
2. Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
3. The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship are not “work or tasks” for the purposes of this policy.

D. Trainer

A “trainer” is a person who is training a service animal and is affiliated with a recognized training program for service animals.

**IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES**

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school-sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person’s disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
  1. Is the service animal required because of a disability; and
  2. What work or tasks is the service animal trained to perform.
- C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the

individual with a disability has completed and submitted the request form described in Part VI. below.

- D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

## **V. REQUIREMENTS FOR ALL SERVICE ANIMALS**

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

## **VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL**

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to

submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.

- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

## **VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL**

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
  - 1. Any of the requirements described in Part V., above, are not met.
  - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
  - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
  - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

## **VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES**

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

## **IX. ALLERGIES; FEAR OF ANIMALS**

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

## **X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS**

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

## **XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES**

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

## **XII. LIABILITY**

- A. The owner of the service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

*Legal References:* Section 504 of the Rehabilitation Act of 1973  
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136  
(ADA Regulations)  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)  
Minn. Stat. § 256C.02 (Public Accommodations ~~for Persons with Disabilities~~)  
Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)  
Minn. Stat. § 609.226 (Harm Caused by Dog)  
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

*Cross References:* MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

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

**BOARD POLICY 610  
Field Trips**

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

Revised **March 2024** \_\_\_\_\_

**I. PURPOSE**

The purpose of this policy is to provide guidelines for student trips and to identify the general process to be followed for review and approval of trip requests.

**II. GENERAL STATEMENT OF POLICY**

The general expectation of the school board is that all student trips will be well planned, conducted in an orderly manner and safe environment, and will relate directly to the objectives of the class or activity for which the trip is requested. Student trips will be categorized within three general areas:

A. Instructional Trips

Trips that take place during the school day, relate directly to a course of study, and require student participation shall fall in this category. These trips shall be subject to review and approval of the building principal and shall be financed by school district funds within the constraints of the school building budget. Fees may not be assessed against students to defray direct costs of instructional trips. (Minnesota Statutes section 123B.37, ~~Prohibited Fees~~)

B. Supplementary Trips

This category pertains to those trips in which students voluntarily participate and which usually take place outside the regular school day. Examples of trips in this category involve student activities, clubs, and other special interest groups. These trips are subject to review and approval of the activities director and/or the building principal. Financial contributions by students may be requested. (Minnesota Statutes § section 123B.36, ~~Authorized Fees~~)

C. Extended Trips

1. Trips that involve one or more overnight stops fall into this category. Extended trips may be instructional or supplementary and must be requested well in advance of the planned activity. An extended trip request form must be completed and approved at each level: student, principal, superintendent, and school board. Exceptions to the approval policy may be granted or expedited to accommodate emergencies or contingencies (e.g., tournament competition).
2. The school board acknowledges and supports the efforts of booster clubs and similar organizations in providing extended trip opportunities for students.

### **III. REGULATIONS**

- A. Rules of conduct and discipline for students and employees shall apply to all student trip activity.
- B. The school administration shall be responsible for providing more detailed procedures, including parental involvement, supervision, and such other factors deemed important and in the best interest of students.
- C. Transportation shall be furnished through a commercial carrier or school-owned vehicle.
- D. An employee may use a personal vehicle to transport staff or personal property for purposes of a field trip upon prior, written approval from administration.
- E. An employee must not use a personal vehicle to transport one or more students for purposes of a field trip.
  1. If immediate transportation of a student is required due to an emergency or unforeseen circumstance, such as the illness or injury of a child, and the transportation does not constitute regular or scheduled transportation, a personal vehicle may be used. To the extent a personal vehicle is used, the vehicle must be properly registered and insured.
  2. An employee must obtain preapproval by administration of student transportation by a personal vehicle, pursuant to Section III.E.1, if practicable. If preapproval by administration of use of a personal vehicle cannot be obtained in a reasonable time given the circumstances, an employee shall report the relevant facts and circumstances justifying the need for use of a personal vehicle to administration as soon as practicable. The relevant facts and circumstances for use of a personal vehicle shall be documented by administration.

#### IV. SCHOOL BOARD REVIEW

The superintendent shall at least annually report to the school board upon the utilization of trips under this policy.

**Legal References:** Minn. Stat. § 123B.36 (Authorized Fees)  
Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 123B.49 (Cocurricular and Extracurricular Activities;  
610-3 Insurance)  
Minn. Stat. § 169.011, Subd. 71(a) (Definition of a School Bus)  
Minn. Stat. § 169.454, Subd. 13 (Type III Vehicle Standards –  
Exemption)  
*Sonkowsky v. Board of Educ. for Indep. Sch. Dist. No. 721*, 327  
F.3d 675 (8th Cir. 2003)  
*Lee v. Pine Bluff Sch. Dist.*, 472 F.3d 1026 (8th Cir. 2007)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and  
Dismissal of School District Employees)  
MSBA/MASA Model Policy 423 (Employee – Student  
Relationships)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 707 (Transportation of Public School  
Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety  
Policy)  
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

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

**BOARD POLICY 612  
Development of Parent and Family Engagement Policies for Title 1  
Programs**

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

Revised \_\_\_ **March 2024** \_\_\_

***[Note: This policy reflects recent federal statutory changes made by the Every Student Succeeds Act (ESSA) which require school districts and schools to meet with parents and jointly develop parent and family engagement policies at both a district wide and school building level. This policy lists the required components of the parent and family engagement policies described herein and serves as a framework for their development. The policies and these components are mandatory in order for the school district to receive federal funds under this program.]***

**I. PURPOSE**

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I **LEA** in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to fully comply with 20 **U.S.C. United States Code § section** 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

### **III. DEVELOPMENT OF DISTRICT LEVEL POLICY**

The school board will direct the administration to develop jointly with, agree upon with, and distribute to, parents and family members of participating children a written parent and family engagement policy that will be incorporated into the school district's Title I plan. The policy will establish the expectations for meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
- C. Coordinate and integrate parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;
- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level parent and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

#### **IV. DEVELOPMENT OF SCHOOL LEVEL POLICY**

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;
  2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
  3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
  4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and
  5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.

- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact shall:
1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
  2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
  3. Address the importance of communication between teachers and parents on an on-going basis through the use of:
    - a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
    - b. Frequent progress reports to the parents; and
    - c. Reasonable access to staff, opportunities to volunteer, participate in their child's class, and observe in the child's classroom.
    - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
  2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
  3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with,

and work with parents as equal partners, implement and coordinate parent programs, and build ties between home and school;

4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;
5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
6. Provide other reasonable supports for parental involvement activities as requested by parents.

D. The policy will also describe the process to be taken if the school district and school choose to:

1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs to enable parents to participate in school-related meetings and training sessions;
4. Train parents to enhance the involvement of other parents;
5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
6. Adopt and implement model approaches to improving parental involvement;
7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
8. Establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in Title I programs.

- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school will inform parents and parent organizations of the existence of family engagement in education programs.

***Legal References:*** 20 U.S.C. § 6318 (Parent and Family Engagement)

***Cross References:***

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

**BOARD POLICY 701.1  
Modification of School District Budget**

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

Revised \_\_\_ **March 2024** \_\_\_

*[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]*

**I. PURPOSE**

The purpose of this policy is to establish procedures for the modification of the school district's adopted revenue and expenditure budgets.

**II. GENERAL STATEMENT OF POLICY**

The policy of this school district is to modify its revenue and expenditure budgets in accordance with the applicable provisions of law.

**III. REQUIREMENT**

- A. The school district's adopted expenditure budget shall be considered the school board's expenditure authorization for that school year.
- B. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the superintendent shall recommend the proposed changes to the school board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the school board to make an informed decision. A school board member may also propose modifications on that board member's own motion, provided, however, the school board member is encouraged to review the proposed modifications with the superintendent prior to their being proposed so that the administration may prepare necessary background materials for the school board prior to its consideration of those proposed modifications.
- C. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the

school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund.

- D. The school district's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The superintendent shall make recommendations to the school board for appropriate revisions. If necessary, the school board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

***Legal References:*** Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirement)

***Cross References:*** MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
~~MSBA Service Manual, Chapter 7, Education Funding~~

March 15, 2024

Roxanne Skogstad-Ditsch, School Board Chair  
Kevin Grover, Superintendent  
International Falls Public Schools  
1515 11<sup>th</sup> Street  
International Falls, MN 56649

Dear Roxanne and Kevin:

I am formally submitting my resignation from my position as Business Manager after over 18 years with the School District. My last day will be Tuesday, April 23, 2024.

I will work hard to provide as much training to the new payroll / benefits coordinator as possible, as well as, fulfilling my Business Manager duties with what time is remaining of my employment.

I will miss the staff in the Business Office, they are a great team of individuals who take pride in their work, and it has been a pleasure to work with them.

Sincerely,



Stacy Grover

Business Manager, ISD 361

Cc: Kevin Grover

Reading 6-12	Quantity	Price
Smith Systems/Innovative Resources 5 Cascade Mega-Tower Cubby storage unit - store workbooks, novels, and supplies	5	8119.6
Houghton Mifflin Harcourt 6-12 Curriculum (worktext, grammar worktext full teacher online, handful of student online seats per grade)		57,902.05
Permabound novels		18,251
Writing and vocabulary curriculum workbooks that are ACT-Oriented grades 6-12		250.26
		84,522.91

Social Studies K-5 ( not picked yet)

40,477.09

# **International Falls Public Schools**

Accounting & Financial Procedures Manual

## **Effective Date(s) of Accounting Procedures**

The effective date of all accounting procedures described in this manual is July 1, 2016 with updates as of March 1, 2024. If a procedure is added or modified subsequent to this date, the effective date of the new/revised procedure will be indicated parenthetically immediately following.

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*\*Indicates required procedure under the Uniform Grant Compliance.*

## INTRODUCTION

The following accounting manual is intended to provide an overview of the accounting procedures for International Falls Public Schools – ISD #361, which shall be referred to as “International Falls Public Schools” or “the Organization” throughout this manual.

It shall be the responsibility of the Superintendent to implement School Board policy and to recommend additions or modifications thereto. The administration is authorized to develop guidelines and directives to effectuate the implementation of School Board policies. These guidelines and directives shall not be inconsistent with said policies. At least annually, these written procedures shall be presented to the School Board for review. (Reference School Board Policy #305)

**International Falls Public Schools** is incorporated in the state of Minnesota under Minnesota Constitution Article 13 section 1, with powers and duties defined in Minnesota Statutes Chapter 123B.

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

This manual shall document the financial operations of the Organization. Its primary purpose is to formalize accounting guidance and selected procedures for all staff that have a role in accounting processes and to document internal controls.

If a particular grant or award has provisions that are more restrictive than those in this manual, the more restrictive provisions will be followed only for that grant or award.

The contents of this manual were approved as official by the School Board, Superintendent, and Business Manager. All International Falls Public Schools staff members are bound by the procedures herein, and any deviation is prohibited.

# SECTION 1: GENERAL PROCEDURES

## BUSINESS DEPARTMENT OVERVIEW

### Organization Structure

The Business Office consists of the following positions who manage and process financial information for International Falls Public Schools. The following positions comprise the Business Office:

- Business Manager (1.0 FTE)
- MARSS Coordinator / Food Service Coordinator (1.0 FTE)
- Payroll / Benefits Clerk (1.0 FTE)
- District Business Office Clerk (.25 FTE)
- District Business Office Clerk (1.0 FTE)

Other officers and employees of International Falls Public Schools who have financial responsibilities are as follows:

- Superintendent

*Revised 3/1/2024*

### Department Responsibilities

The primary responsibilities of the Business Office consist of:

- General ledger
- Budgeting
- Cash and investment management
- Asset management
- Grants and contracts administration
- Purchasing
- Accounts receivable and billing
- Cash receipts
- Accounts payable
- Cash disbursements
- Payroll and Benefits
- Human Resources
- Unemployment
- Workers Compensation
- Financial statement processing
- External reporting of financial information
- Bank reconciliation
- Reconciliation of subsidiary ledgers
- Compliance with government reporting requirements
- Annual audit

- Leases
- Insurance: Property/Liability, Auto Insurance, CyberSecurity and Workers Compensation
- School Board Administrative Assistance

### **\*Standards for Financial Management Systems**

In accordance 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, International Falls Public Schools maintains a financial management system that provides for the following. Specific procedures to carry out these standards are detailed in the appropriate sections of this manual.

1. Identification, in all its accounts, of all Federal awards received and expended and the Federal programs under which they were received.
2. Accurate, current, and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements of 2 CFR Parts 200.327, Financial Reporting, and 200.328, Monitoring and Reporting Program Performance, and/or the award.
3. Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest and be fully supported by source documentation.
4. Effective control over and accountability for all funds, property, and other assets. International Falls Public Schools must adequately safeguard all such assets and ensure they are used solely for authorized purposes.
5. Comparison of outlays with budget amounts for each award.
6. Information that relates financial data to performance accomplishments and demonstrates cost effective practices as required by funding sources. (*2 CFR Part 200.301, Performance Measurement*)
7. Written procedures to minimize the time elapsing between the transfer of funds and disbursement by International Falls Public Schools. Advance payments must be limited to the minimum amount needed and be timed to be in accordance with actual, immediate cash requirements. *2 CFR Part 200.305 Payment*
8. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of the 2 CFR Part 200 Subpart E, Cost Principles, and the terms and conditions of the award.

# **BUSINESS CONDUCT**

## **Practice of Ethical Behavior**

International Falls Public Schools requires board members and district employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All board members and school district employees are required to comply with all applicable laws and regulatory requirements. Unethical actions, or the appearance of unethical actions, are unacceptable under any conditions. The reputation of International Falls Public Schools depends to a very large extent on the following considerations.

Each employee must apply her or his own sense of personal ethics, which should extend beyond compliance with applicable laws and regulations in business situations, to govern behavior where no existing regulation provides a guideline. Each employee is responsible for applying common sense in business decisions where specific rules do not provide all the answers.

In determining compliance with this standard in specific situations, employees should ask themselves the following questions:

1. Is my action legal?
2. Is my action ethical?
3. Does my action comply with International Falls Public Schools policy and procedures?
4. Am I sure my action does not appear inappropriate?
5. Am I sure that I would not be embarrassed or compromised if my action became known within the Organization or publicly?
6. Am I sure that my action meets my personal code of ethics and behavior?
7. Would I feel comfortable defending my actions on the 6 o'clock news?

Each employee should be able to answer "yes" to all of these questions before taking action.

Each board member and district employee is responsible for the ethical business behavior of her or his subordinates. School Board members and district employees must carefully weigh all courses of action suggested in ethical, as well as economic, terms and base their final decisions on these guidelines, as well as their personal sense of right and wrong.

## **Compliance with Laws, Regulations, and Organization Policies**

International Falls Public Schools does not tolerate:

- The willful violation or circumvention of any federal, state, local, or foreign law by an employee during the course of that person's employment.
- The disregard or circumvention of International Falls Public Schools guidelines or engagement in unscrupulous dealings.

Employees should not attempt to accomplish by indirect means, through agents or intermediaries, that which is directly forbidden.

The performance of all levels of employees will be measured against the implementation of the provisions of these standards.

Policies regarding School Board members Code of Ethics can be found at School District Policy #209 - Code of Ethics.

# **\*CONFLICTS OF INTEREST**

## **Introduction**

In the course of business, situations may arise in which an organization decision maker has a conflict of interest, or in which the process of making a decision may create an appearance of a conflict of interest.

All School Board members and district employees have an obligation to:

1. Avoid conflicts of interest, or the appearance of conflicts, between their personal interests and those of the Organization in dealing with outside entities or individuals,
2. Disclose real and apparent conflicts of interest to the School Board, and
3. Refrain from participation in any decisions on matters that involve a real conflict of interest or the appearance of a conflict.

## **What Constitutes a Conflict of Interest**

All School Board members and district employees of International Falls Public Schools owe a duty of loyalty to the Organization. This duty necessitates that in serving the Organization they act solely in the interests of the Organization, not in their personal interests or in the interests of others.

The persons covered under this guidance shall hereinafter be referred to as “interested persons.” Interested persons include all members of the School Board and all district employees, as well as persons with the following relationships to School Board members or district employees:

1. Spouses or domestic partners
2. Brothers and sisters
3. Parents, children, grandchildren, and great-grandchildren
4. Spouses of individuals listed in 2 and 3
5. Corporations, partnerships, limited liability companies (LLCs), and other forms of businesses in which an employee or director, either individually or in combination with individuals listed in 1, 2, 3, or 4, collectively possess a 35% or more ownership or beneficial interest

Conflicts of interest arise when the interests of an interested party may be seen as competing with those of the Organization. Conflicts of interest may be financial (where an interested party benefits financially directly or indirectly) or non-financial (e.g., seeking preferential treatment, using confidential information).

A conflict of interest arises when a School Board member or district employee involved in making a decision is in the position to benefit, directly or indirectly, from his or her dealings with the Organization or person conducting business with the Organization. (A potential conflict of interest exists when the School Board member or district employee, or his or her immediate family {spouse, parent, child, brother, sister and spouse of parent, child, brother, or sister} owes/receives more than 1% of the benefiting business/profits.)

Examples of conflicts of interest include, but are not limited to, situations in which a school board member or district employee:

1. Negotiates or approves a contract, purchase, or lease on behalf of the Organization and has a direct or indirect interest in, or receives personal benefit from, the entity or individual providing the goods or services.
2. Negotiates or approves a contract, sale, or lease on behalf of the Organization and has a direct or indirect interest in, or receives personal benefit from, the entity or individual receiving the goods or services.
3. Employs, or approves the employment of, or supervises a person who is an immediate family member of the director or employee.
4. Sells products or services in competition with the Organization.
5. Uses the Organization's facilities, other assets, employees, or other resources for personal gain.
6. Receives a substantial gift from a vendor, if the director or employee is responsible for initiating or approving purchases from that vendor.
7. Is a Board member of a financial institution that does business with the school district.

### **Honoraria Acceptance**

An International Falls Public Schools employee shall not accept an honorarium for an activity conducted where district-reimbursed travel, work time, or resources are used, or where the activity can be construed as having a relationship to the employee's position with International Falls Public Schools. Such activity would be considered official duty on behalf of International Falls Public Schools. A relationship exists between the activity and the employee's position with International Falls Public Schools if the employee would not participate in the activity in the same manner or capacity if he or she did not hold his or her position with International Falls Public Schools. The employee should make every attempt to avoid the appearance of impropriety.

An employee may receive an honorarium for activities performed during regular non-working hours or while on annual leave if the following conditions are met:

- All expenses are the total responsibility of the employee or the sponsor of the activity in which the employee is participating.
- The activity has no relationship to the employee's International Falls Public Schools duties.

Nothing in this document shall be interpreted as preventing the payment to International Falls Public Schools by an outside source for actual expenses incurred by an employee in an activity, or the payment of a fee to International Falls Public Schools (in lieu of an honorarium to the individual) for the services of the employee. Any such payments made to International Falls Public Schools should be deposited to the International Falls Public Schools account and an appropriate entry should be made coded to the same program or department to which the employee's corresponding time was charged.

### **Disclosure Requirements**

A School Board member or district employee who believes that he or she may be perceived as having a conflict of interest in a discussion or decision must disclose that conflict to the group making the decision. Most concerns about conflicts of interest may be resolved and appropriately addressed through prompt and complete disclosure.

Therefore, International Falls Public Schools requires the following:

1. The Superintendent shall review all potential conflicts reported by employees, and the School Board shall review all potential conflicts reported by the Superintendent and determine appropriate resolution in accordance with the next section.
2. Prior to management, board, or committee action on a contract or transaction involving a conflict of interest, a district employee, or School Board member having a conflict of interest and who is in attendance at the meeting shall disclose all facts material to the conflict of interest. Such disclosure shall be reflected in the minutes of the meeting.
3. A district employee or School Board member who plans not to attend a meeting at which he or she has a reason to believe that the convening body will act on a matter in which the person has a conflict of interest shall disclose to the chair of the meeting all facts material to the conflict of interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
4. A person who has a conflict of interest shall not participate in the discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter.
5. A person who has a conflict of interest with respect to a contract or transaction that will be voted on at a meeting shall not be counted in determining a quorum for purposes of the vote. The person having a conflict of interest may not vote on the contract or transaction. Such person's ineligibility to vote and abstention from voting shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the School Board of International Falls Public Schools has a conflict of interest when he or she stands for election as an officer or for re-election as a member of the School Board.
6. If required by Federal awarding agencies, International Falls Public Schools will notify those agencies in writing of any *potential* conflict of interest. (2 CFR Part 200.112, *Conflict of interest*)\*

## **Resolution of Conflicts of Interest**

All real or apparent conflicts of interest shall be disclosed to the Superintendent of the Organization. Conflicts shall be resolved as follows:

- The School Board shall be responsible for making all decisions concerning resolutions of the conflict involving the Superintendent.
- The Superintendent shall be responsible for making all decisions concerning resolutions of conflicts involving district employees.

A district employee may appeal the decision that a conflict (or appearance of conflict) exists as follows:

- An appeal must be directed to the chair of the School Board, with a courtesy copy to the Superintendent.
- Appeals must be made within 30 days of the initial determination.
- Resolution of the appeal shall be made by vote of the full School Board.
- Board members who are the subject of the appeal, or who have a conflict of interest with respect to the subject of the appeal, shall abstain from participating in, discussing, or voting on the resolution, unless their discussion is requested by the remaining members of the board.

## **Disciplinary Action for Violations of Conflict of Interest**

Failure to comply with the standards contained in this manual will result in disciplinary action that may include termination, referral for criminal prosecution, and reimbursement to the Organization or to the government, for any loss or damage resulting from the violation. As with all matters involving disciplinary action, principles of fairness will apply. Any employee charged with a violation will be afforded an opportunity to explain her or his actions before disciplinary action is taken.

Disciplinary action will be taken:

1. Against any employee who authorizes or participates directly in actions that are a violation of this policy;
2. Against any employee who has deliberately failed to report a violation or deliberately withheld relevant and material information concerning a violation of this policy; and/or
3. Against any school board member or district employee who attempts to retaliate, directly or indirectly, or encourages others to do so, against any employee who reports a violation of this policy.

A Board member who violates this standard may be removed from the Board.

Policies regarding School Board members Conflict of Interest can be found at Section 210 – “Conflict of Interest – School Board Members” in the School District policies.

## **\*GENERAL LEDGER AND CHART OF ACCOUNTS**

The general ledger is the collection of all asset, liability, net assets, revenue, and expense accounts. It is used to accumulate all financial transactions and is supported by subsidiary ledgers that provide details for certain accounts. The general ledger is the foundation for the accumulation of data and production of reports.

### **Chart of Accounts Overview**

The chart of accounts is the framework for the general ledger system and the basis for the accounting system, and follows the Minnesota Department of Education's Uniform Financial Accounting and Reporting Standards (UFARS). The chart of accounts consists of account title and account numbers assigned to the titles. The Chart of Accounts also includes dimensions to facilitate several purposes:

- Providing better financial information for public review and evaluation,
- Demonstrating financial accountability for program implementation,
- Enabling compliance with state and federal financial reporting requirements, and
- Improving decision-making capabilities for state and local agencies.

International Falls Public School's chart of accounts is comprised of the following dimensions:

Dimension	Digits	Purpose
Fund	2	A fiscal entity with a set of accounts that record financial resources, liabilities and equities. Each fund is segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.
Organization/Site	3	That portion of the total account code that makes it possible to identify expenditures and revenues as district-wide or by budgeted learning site.
Program	3	Used to separate sets of activities within a fund.
Course	3	For state reporting purposes, the Course dimension is to report revenues and expenditures for projects that overlap school district fiscal years.
Finance	3	Used to establish the revenue and expenditure relationship for financial accounting and reporting.
Object	3	Combined with the Source code in the account string, this dimension identifies the generic service or commodity obtained as the result of an expenditure.
Source	3	Combined with the Object code in the account string, this dimension identifies the origin of revenues.

### **Distribution of Chart of Accounts**

All International Falls Public Schools employees involved with account coding or budgetary responsibilities will have electronic access to a current chart of accounts, or the section of the chart of accounts applicable to their program. As the chart of accounts is maintained electronically a revised updated copy of the chart of accounts is available to these individuals.

## **Control of Chart of Accounts**

The Business Manager monitors and controls the chart of accounts, including all account maintenance, such as additions and deletions. As necessary, the Districts Business Office Clerk may make additions. Bi-Annually the Business Manager reviews all accounts within the chart of accounts to ensure the chart of accounts is consistent with the organizational structure of International Falls Public Schools and meets the needs of each division and department.

## **Fiscal Year of Organization**

International Falls Public Schools shall operate on a fiscal year that begins on July 1 and ends on June 30. Any changes to the fiscal year of the Organization must be ratified by majority vote of International Falls Public School's School Board.

## **Accounting Estimates**

International Falls Public Schools utilizes numerous estimates in the preparation of its interim and annual financial statements. Some of those estimates may include:

1. Useful lives of property and equipment,
2. Fair market values of investments,
3. Fair market values of donated assets,
4. Values of contributed services, and
5. Cost allocation calculations.

The Business Manager will assess, review, and approve all estimates yearly. All conclusions, bases, and other elements associated with each accounting estimate shall be documented in writing. All material estimates, and changes in estimates from one year to the next, shall be disclosed to the external audit firm.

## **Journal Entries**

All general ledger entries shall be supported by journal vouchers or other documentation, including an explanation of each such entry. Examples of such journal entries are:

1. Recording of noncash transactions,
2. Corrections of posting errors, and
3. Nonrecurring accruals of income and expenses.

All journal entries shall be processed by the Business Manager then reviewed monthly by the Superintendent by initialing or signing the entries.

## SECTION 2: REVENUES AND CASH RECEIPTS

### \*ADMINISTRATION OF FEDERAL AWARDS

#### Definitions

International Falls Public Schools may receive financial assistance from a donor/grantor agency through the following types of agreements:

**Grant:** A financial assistance award given to the Organization to carry out its programmatic purpose.

**Cooperative Agreement:** A legal agreement where the Organization implements a program with the direct involvement of the funder.

Throughout this manual, federal assistance received in any of these forms will be referred to as a federal “award.”

#### Preparation and Review of Proposals

Individual departments are responsible for preparing proposals for projects that the department intends to pursue. However, all proposals shall be reviewed by the Business Manager prior to submission to government agencies or other funding sources to ensure the proposed budget includes all appropriate costs. Final proposals of \$50,000 or greater shall be reviewed and approved in writing by the Superintendent and the School Board.

#### Post-Award Procedures

After an award has been made, the following steps shall be taken:

1. Verify the specifications of the grant or contract. The Business Manager shall review the terms, time periods, award amounts, and expected expenditures associated with the award. A *Catalog of Federal Domestic Assistance* (CFDA) number shall be determined for each award. All reporting requirements under the contract or award shall be summarized.
2. Create new general ledger account numbers (or segments). New accounts shall be established for the receipt and expenditure categories in line with the grant or contract budget.
3. Gather documentation. See the following section, “Document Administration”, for details.

#### Compliance with Laws, Regulations, and Provisions of Awards

International Falls Public Schools recognizes that as a recipient of federal funds, the Organization is responsible for compliance with all applicable laws, regulations, and provisions of contracts and grants. To ensure that the Organization meets this responsibility, the following procedures apply with respect to every grant or contract received directly or indirectly from a federal agency:

1. For each federal award, the Business Manager unless otherwise designated is responsible for administering the award. The Superintendent may designate in writing another employee as responsible for administering the award whom will be designated as the Grant Administrator.

2. The Business Manager or Grant Administrator shall attend training on grant management prior to beginning his or her role (or as early in their functioning as practical). Thereafter, the Business Managers or the Grant Administrators shall attend refresher/update courses on grant management every two years.
3. The Business Manager or Grant Administrator shall take steps to identify all applicable laws, regulations, and provisions of each grant and contract. These steps include but are not limited to the following.
  - a. Read each award.
  - b. Review *2 CFR Part 200 Appendix XI, Compliance Supplement* (updated annually) published by the Office of Management and Budget (OMB) for compliance requirements unique to the award and for compliance requirements common to all federal awards.
  - c. Review the section of the *Catalog of Federal Domestic Assistance (CFDA)* applicable to the award.
  - d. The Business Manager or Grant Administrator will communicate grant requirements to those who will be responsible for carrying them out, or impacted by them.
4. The Business Manager or Grant Administrator shall identify and communicate any special changes in procedures necessitated by federal awards as a result of the review of each award.
5. The Business Manager or Grant Administrator shall take all reasonable steps necessary to identify applicable changes in laws, regulations, and provisions of contracts and grants. Steps taken in this regard shall include, but not be limited to, reviewing subsequent grant and contract renewals, reviewing annual revisions to *2 CFR Part 200 Appendix XI, Compliance Supplement*, and communications with federal awarding agency personnel.
6. The Business Manager or designee will work with the independent auditors regarding applicable laws, regulations, and provisions of contracts and grants. The Grant Administrator shall also communicate known instances of noncompliance with laws, regulations, and provisions of contracts and grants to the auditors.

### **Document Administration**

For each grant/award received by International Falls Public Schools from a federal, state, or local government agency, a master file of documents applicable to the award shall be prepared by the Business Manager or Grant Administrator assigned to administer the program.

The master file assembled for each government award may include the following documents (including originals of all documents received from the awarding agency):

1. Copy of the initial application for the award and corresponding budget,
2. Correspondence to and from the awarding agency post-application, leading up to the award,
3. The final, approved budget and program plan, after making any modifications
4. The grant agreement and any other documents associated with the initial making of the award,
5. Copies of pertinent laws and regulations, including awarding agency guidelines, associated with the award,
6. Subsequent grant modifications (financial and programmatic)

7. Copies of program and financial reports,
8. Subsequent correspondence to/from the awarding agency,
9. Results of any monitoring visits conducted by the awarding agency, including resolution by International Falls Public Schools of any findings arising from such visits, and
10. Correspondence and other documents resulting from the closeout process of the award.

Included in the grant document file should be, at minimum, the following:

1. Key compliance requirements, including citations of applicable laws and regulations.
2. Important deadlines
3. Correspondence contact information at the awarding agency

The original grant document file shall remain in the-Business Office.

### **\*Closeout of Federal Awards**

International Falls Public Schools shall follow the closeout procedures described in 2 CFR 200.343 – 345, Closeout, and in the grant agreements as specified by the granting agency.

International Falls Public Schools and all sub recipients shall liquidate all obligations incurred under the grant or contract within 90 days of the end of the grant or contract agreement.

## **\*COST SHARING AND MATCHING (IN-KIND)**

### **Overview**

International Falls Public Schools values contributed services and property that are to be used to meet a cost sharing or matching requirement at their fair market values at the time of contribution, unless award documents or federal agency regulations identify specific values to be used.

International Falls Public Schools shall claim contributions as meeting a cost sharing or matching requirement of a federal award only if all of the following criteria are met.

1. They are verifiable from International Falls Public Schools records.
2. They are not included as contributions (or match) for any other federally-assisted project or program.
3. They are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
4. They are allowable under the federal cost principles, 2 CFR Part 200 Subpart E, Cost Principles.
5. They are not paid by the federal government under another award, except where authorized by federal statute to be used for cost sharing or matching.
6. They are provided for in the approved budget when required by the federal awarding agency.
7. They conform to all provisions of federal administrative regulations, 2 CFR Part 200 Subpart D, Post Federal Awards Requirements.
8. In the case of donated space, (or donated use of space), the space is subject to an independent appraisal performed by a certified appraiser as defined by 2 CFR Part 200.306(i)(1) to establish its value.

## **\*Valuation and Accounting Treatment**

In-kind typically falls into one of the following categories:

- Cash
- Space, buildings, land, and equipment
- Staff time
- Volunteer time and services
- Supplies

The following sections discuss the valuation and accounting treatment for each category.

### ***Cash***

- International Falls Public Schools shall recognize cash contributions as in-kind income in the period in which they are spent on allowable program costs.
- Any discounts received on goods or services are recognized as in-kind only if such discounts are not available to the general public. Discounts taken as in-kind must be supported by a letter from the vendor stating that it is providing this discount in support of the program.

### ***Space, Buildings, Land, and Equipment***

#### ***Buildings and Land***

If the purpose of the contribution is to assist the Organization in the acquisition of equipment, building, or land, the total value of the donated property may be claimed as matching with prior approval of the awarding agency.

If the purpose of the donation is to support activities that require the use of equipment, buildings, or land, depreciation may be claimed as matching, unless the awarding agency has approved using the full value as match.

Equipment, land, or buildings are valued at their fair market value as determined by an independent appraiser. Information on the date of donation and records from the appraisal will be maintained in a property file.

#### ***Space***

- Donated space will be valued at the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.
- Information on the date of donation and records from the appraisal will be maintained in a property file.
- If less than an arms-length transaction, donated space will be valued based on actual allowable costs to occupy the facility (e.g. repairs and maintenance, insurance, etc.) not to exceed fair market rental value.

#### ***Staff Time***

Staff time used as cost sharing or match will be valued at the rate which the employee is paid. The rate will include gross hourly wages plus fringe benefits.

International Falls Public Schools requires employees to document and account for the time accounted for as match in the same manner time as other time worked by the employee.

### ***Volunteer Time and Services***

Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor will be included in in-kind if the services are an integral and necessary part of the program.

Examples of contributed services received and recorded as income and expense by International Falls Public Schools include volunteer coaches or advisors.

Volunteer services will be valued at rates consistent with those paid for similar work in the Organization. For skills not found in the Organization, rates will be consistent with those paid for similar work in our labor market. Rates should include gross hourly wages plus fringe benefits calculated based on fringe benefits received by employees in similar positions, or on agency average.

Volunteers must possess qualifications and perform work requiring those skills in order to be valued at greater than an unskilled labor rate.

International Falls Public Schools requires volunteers to document and account for their contributed time in a manner similar to the timekeeping system followed by employees. Each program that uses volunteers will provide the volunteers a sign-in sheet which collects the following information:

- Date service was performed
- Volunteer name and address
- Hours donated (time in and out)
- Service provided
- Signature of volunteer

The sign-in sheets will be delivered to the Business Office monthly so they can be tallied, valued, and recorded as in-kind in the accounting records.

### ***Supplies***

Donated supplies must be used in the program and shall be valued at fair market value at the time of donation. Supplies can be counted as match only if the program would have purchased such items with federal funds.

# **BILLING/INVOICING**

## **Overview**

The Organization's primary billable sources of revenue are:

- State funding – scheduled by the state in accordance with state statutes,
- Federal funding – reimbursement based on allowed, incurred expenses, and
- Local Property taxes – scheduled by the County Board in accordance with state statutes.

Other lesser sources of income such as reimbursement and fee-for-service grants, meal charges, student activity fees, rental fees, donations, grants, and advertising and community education class fees will be collected and recorded when the services are provided.

## **Responsibilities for Billing and Collection**

International Falls Public School's Business Office, Community Education Department, Athletic Department and Secretarial staff are responsible for the invoicing of funding sources. The Business Office is responsible for the collection of outstanding receivables. (Note: Cash receipts, credit memo, and collection procedures will be discussed in subsequent sections.)

## **Billing and Financial Reporting**

International Falls Public Schools strives to provide management, staff, and funding sources with timely and accurate financial reports applicable to federal awards. These reports include bi-annual and cumulative expenditures, a project budget, and a balance remaining column.

International Falls Public Schools shall prepare and submit financial reports as specified by the financial reporting clause of each grant or contract award document. Preparation of these reports shall be the responsibility of the Business Manager or designee.

International Falls Public Schools maintains the following systems for tracking accounts receivable:

- 1) Fee Management system for tracking of student activity fees, student rentals, fines, etc.
- 2) Food Service Management system for tracking customer account balances.
- 3) Accounts Receivable system was implemented in August of 2020 for tracking non student related receivables such as advertising, retiree insurance billing, COBRA payments, tournament fees, and other billing not managed in the other systems listed
- 4) rSchool Today Facility Scheduler for tracking building rentals and invoicing.

The above listed systems will be reconciled quarterly to the general ledger by the business manager.

If a federal award authorizes the payment of cash advances to International Falls Public Schools, the Business Manager may require that a request for such an advance be made.

## **Accounts Receivable Entry**

The District Business Office Clerk is responsible for posting all local cash receipts. As a practice the District Business Office Clerk should not generate invoices, unless requested by the Business Manager or Superintendent and with documentation.

The Business Manager is responsible for receipting all electronic receipts sent by the State and Federal government. The Business Manager is responsible for all adjustments and account reclassifications for UFARS pertaining to accounts receivable.

*Revised 5.14.21; 7.28.22*

## **Fund Balance Reporting**

A local government classifies its fund balances based on the nature of the particular net resources reported in a governmental fund in the following order:

1. Nonspendable net resources,
2. Restricted resources,
3. Committed resources,
4. Assigned resources, and
5. Unassigned resources.

This will classify a fund's net resources in the order of those that have the most constraints placed on their use to those that have the fewest constraints. The net resources with the most constraints are usually listed first.

The following are International Falls Public Schools Fund Balance reports according to GASB 54 standards:

1. Nonspendable – amounts that cannot be spent because they are either
  - a. Not in spendable form, or
  - b. Legally or contractually required to be maintained intact.
2. Restricted – amounts that have restraints placed on the use of the resources either
  - a. Imposed externally by creditors, grantors, contributors, or laws or regulations of other governments, or
  - b. Imposed by law through constitutional provision or enabling legislations
3. Unrestricted Committed – resources used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority.
4. Unrestricted assigned - - amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed
5. Unassigned – the residual classification for the General Fund, and not reported in any other classification.

# **CASH RECEIPTS AND CASH HANDLING POLICY**

## **POLICY OVERVIEW**

Cash (including checks payable to the Organization) is the most liquid asset an organization has. Therefore, the purpose of this policy is to provide policy and guidance on the collecting, accounting and safeguarding of all negotiable instruments (cash, check, etc.) on the District's behalf.

The establishment of strong internal controls for cash collections is necessary to prevent mishandling of funds and to safeguard against loss. Strong internal controls are also designed to protect employees from inappropriate charges of mishandling funds by defining their responsibilities in the cash handling process. Included in the definition of cash are the following: coin, currency (cash), checks, money orders, credit cards, accounts receivable charges, and all cash equivalents (punch cards, rebates, and stamps).

Cash handling responsibilities are assigned to the following positions, but not limited to: Business Office Staff, Secretaries, Athletic Event Ticket Sellers, Athletic Director, Teachers, Advisors/Coaches, Community Education Director, and PALS Coordinator.

Staff positions who may handle cash should be aware that at any time, Administration or external auditors may visit cash handling staff members to perform unannounced cash observations or cash counts.

## **Compliance with District Accounting Policies**

Departments/Schools are responsible for complying with the policies and procedures outlined in this document.

## **Segregation of Duties**

There must be a segregation of duties in order to safeguard the Districts assets. The responsibilities of receiving cash, recording cash, depositing cash and the reconciliation of the deposit must be separated and performed by different individuals when possible. Due to the limited size of staffing positions the District is limited in their ability to segregate duties in this manner. Therefore, the District accepts the risk that it cannot separate the duties of the same position(s) performing the duties of billing and receipting of funds. When possible responsibility over transaction proceeds may be assigned to specific position(s) to ensure accountability. To mitigate some of the risk of limited segregation of duties the District follows this policy:

- 1) Staff with invoicing and receipting authorization cannot process voids, deletes or adjustment to billing.
- 2) Requests to void, delete or adjust a billing transaction require an email sent to the Business Manager. The Business Manager will process the request, then confirm via email it is complete.
- 3) Documentation of all voids, deletes and adjustments will be kept on file by the Business Manager.
- 4) The accounts receivable / accounts payable position as general policy will not perform billing duties unless requested by the Business Manager or Superintendent via email to document the request.
- 5) The business manager will reconcile all accounts receivable / cash receipts to corresponding system invoicing / receipt amounts with bank deposits.
- 6) The business manager may randomly audit deposits, invoice system amounts and cash boxes.

## **Proper Receipting and Documentation**

When accepting cash on behalf of the District, the following tasks must be performed:

- Record the transaction in the appropriate invoicing/billing system and provide a receipt to the customer. Current billing systems are: Fee Management, Food Service, Accounts Receivable System, RegWerks, and rSchool Facility Scheduler.
- Place all cash in a secured location / vault. This cannot be a desk drawer
- Immediately stamp all checks with "For Deposit Only ISD 361"
- Deposit cash on a timely basis to the District Business Office Clerk.
- Reconcile deposits receipted in the appropriate billing system.

Staff handling cash are responsible for preparing their deposits and the daily cash deposit from. All deposits are to be given to the District Business Office Clerk. The District Business Office Clerk will process a cash receipt / accounts receivable posting which will apply the receipt to the appropriate accounts in the general ledger then deposit funds into the District bank account.

## **Athletic Event Ticket Sales and Punch Tickets**

**The athletic secretary will keep a log tracking sheet for all prenumbered event ticket rolls used for events.** The cash deposit form used by Ticket Sellers will record the beginning and ending ticket number for each type of ticket.

Sales of punch tickets at the event gate will be recorded as a sale on the cash receipt form.

### **Punch Tickets**

When punch tickets are utilized by departments the punch tickets must be numbered and a log kept of the sale along with name of the customer.

## **Processing of Checks and Cash Received in the Mail**

1. Incoming mail is sorted daily at each building location.
2. Incoming mail is not opened by the individual sorting the mail.
3. Mail is distributed to employees via employee mail slots then opened by the individual employee.
4. Any incoming checks received are restrictively stamped "For Deposit Only ISD 361".
5. The individual employee completes a "Cash Deposit Form" then turns this form along with the cash/checks received to the District Business Office Clerk for cash receipt processing and deposit.

### **Cash Box**

It is the District policy that cash boxes will be utilized for processing the daily receipts of payments from the students, staff, parents/guardians and other community members. Cash boxes will be assigned to Secretarial staff, Athletic Event Ticket Sellers, Community Education Director, and authorized staff when doing fundraising/student events where tickets/merchandise will be sold.

Cash boxes will be issued at the start of school year and documented on a cash box authorization form maintained by the District Business Office Clerk. Cash box starting amount for Secretary position(s) and Community Education Director is \$50. All starting cash box amounts will be turned into the District

Business Office Clerk at the end of the school year, except for the Community Education Director who utilizes the cash box all 12 months.

Athletic event starting cash amounts are as follows:

- Football: \$300 – 2 cash boxes
- Swimming: \$100 – 1 cash box
- Volleyball: \$300 – 1 cash box
- Hockey: \$300 – 1 cash box (2 boxes when 2 doors open)
- Basketball: \$300 – 1 cash box

When athletic cash boxes are not in using between games the starting cash will be locked in a secure location by Business Office Staff.

A cash box of \$100 will be kept in the Business Office for special event cash box requests and denomination exchanges for other cash boxes.

The Business Manager is the only position authorized to receive cash from the bank and only with proper written documentation on file to document the withdrawal.

All local sales (payment of amounts due to District) should have a corresponding billing entry which is one of the following systems: Fee Management, Food Service, RegWerks, rSchool Facility Scheduler, or Accounts Receivable. Athletic Events will utilize a ticket sales log to track sales of tickets.

Payments received which do not have a corresponding billing entry will typically come from local donated sources.

Any event that does not utilize a cash box must maintain intact cash receipts; ie, no cash can be exchanged back to the payor. All transactions should have receipt book or log maintained recording the currency denominations / check, payor and total received.

**Start Up Cash tracking:**

District Business Office Clerk will maintain a running log of starting cash that reflects the date, event, amount disbursed, staff member responsible, amount returned, return date and any start up cash amounts returned to the bank. The tracking sheet will be balanced to the cash on hand at the end of each month by the business manager.

**Start Up Cash Disbursement:**

Start up cash box requests for all non-athletic events will be processed using the Cash Box request form. Cash box requests require Administrator approval and are due 3 business days prior to the event. Start up cash boxes are the responsibility of the staff member the cash is being distributed to, and at no time are to be under the control of a student without supervision of a staff member.

Athletic event cash boxes will be tracked by the event calendar and coordinated with the Athletic Secretary.

Start up cash will be signed for by the person receiving the cash box and will be counted by the staff member accepting the cash prior to leaving the business office.

Cash box is to include:

- Cash deposit form

- Cash handling procedures
- Stamp "Deposit Only ISD 361"
- Paper clips or bundle
- Small calculator

The issued cash box is to be kept in a secured locked location during all times it is not being used.

Cash from the non-athletic events are to be returned by 9:00 am the following business day to the District Business Office Clerk.

Athletic event cash boxes will be put into the vault after the event by either the Athletic Director or Site Manager. The District Business Office Clerk will retrieve and count the cash box the following business day morning.

Any overages / shortages will be noted on the athletic event cash count form with copy to the Business Manager for review.

### **Maintaining Start Up Cash Denominations**

When start up cash bags need to have denominations broken down the District Business Office Clerk can deposit the larger denomination amounts in event cash bags to keep smaller denominations on hand.

When denominations need to be broken down the Accounts Receivable Clerk may do an exchange request at the bank; or when coin is needed instead of cash denominations.

### **Cash Handling**

Cash boxes are start-up cash only. They are not petty cash drawers.

- No check cashing.
- The District does not accept third party checks
  - Checks are not to be exchanged for cash.
- Checks are to be written for the exact amount of the event entry fee.
- Checks are made payable to ISD 361 and stamped on back for "Deposit Only ISD 361"

Starting cash is not to be used for exchanging denominations for an individual.

### **Endorsement of Checks**

All checks received that are payable to the Organization shall immediately be restrictively endorsed by the individual who prepares the daily receipts listing. The restrictive endorsement shall be a stamp that includes the following information:

1. For Deposit Only ISD 361

### **Timeliness of Bank Deposits**

Bank deposits will be in accord with the deposit timeline matrix, except during non-academic calendar breaks. Undeposited checks and cash shall be maintained in a locked box and kept in a secure area until deposited. Such cash will not be used as petty cash or to make change.

### **Credit Card Receipts**

International Falls Public Schools accepts credit/debit payments via Visa or MasterCard, and has negotiated contracts for outsourcing processing payment transactions. Individual departments at International Falls Public School may not use or negotiate individual contracts with these or other payment card companies or processors.

When citizens wish to make payment via credit card, they will be directed to the Organization's website, or may make payment in person or over the phone.

### **Reconciliation of Deposits**

On a periodic basis, the Business Manager, who does not prepare the initial cash receipts listing or bank deposit, shall reconcile the listings of receipts to bank deposits on the monthly bank statement. Any discrepancies shall be immediately investigated.

## Control Grid - Revenue and Cash Receipts

International Falls Public Schools strives to maintain adequate segregation of duties in its income and cash receipts functions. The following table illustrates how responsibilities have been assigned. In this table, personnel are identified: District Business Office Clerk; Payroll / Benefits Coordinator; Secretaries, Community Ed Director, Teachers/Advisors

DUTY	Bus Mgr	Dist. Bus. Off. Clerk	Payroll / Ben. Coord.	Secretary / C/E Dir	Teacher / Advisor
Produces invoice to bill customer	X	X		X	
Enters student fees into the Fee Management system		X		X	
Receives payments from customer(s)		X	X	X	X
Enters and applies payments to customer accounts in Fee Management or Food Service Systems.		X		X	
Records receipt of funds (cash or checks)		X		X	X
Initials receipt of funds (cash or checks)		X		X	X
Restrictively endorses checks		X		X	X
Initials receipt of credit card payments		X		X	
Prepares "Cash Deposit Form" to record funds collected		X		X	X
Prepares deposit slip		X			
Takes deposit slip to bank		X			
Processes credit card payments	X	X		X	
Enters payments into cash receipt system	X	X			
Authorizes credits or other adjustments	X				
Posts credits/adjustments to G/L system	X				
Authorizes write-off of bad debts	X				
Posts bad debt write-offs to G/L system	X				
Prepares periodic customer statements	X	X		X	
Reconciles general ledger with the Fee Management, Food Service, and Accounts Receivable systems	X				
Reconciles bank statement	X				
Reviews past due account balances in Fee Management, Food Service, rSchool Facility Scheduler and Accounts Receivable.	X				
Performs follow-up calls on past due or negative account balances	X			X	

## **\*GRANTS RECEIVABLE MANAGEMENT**

### **\*Monitoring and Recognition**

International Falls Public Schools records grants receivable and income as it is earned and billed during the grant year. The Business Manager is responsible for monitoring budget-to-actual expenditures, and will meet with the Grant Administrator or Superintendent to discuss grant fiscal results.

## **SECTION 3: EXPENDITURES AND DISBURSEMENTS**

### **\*PURCHASING PROCEDURES**

#### **Overview**

**THE GUIDELINES AND PROCEDURES DESCRIBED IN THIS SECTION APPLY TO ALL PURCHASES MADE BY INTERNATIONAL FALLS PUBLIC SCHOOLS.**

International Falls Public Schools requires the practice of ethical, responsible, and reasonable procedures related to purchasing, agreements and contracts, and related forms of commitment. The guidelines in this section describe the principles and procedures that all staff shall adhere to in the completion of their designated responsibilities.

The goal of these procurement procedures is to ensure that materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal statutes and grant requirements.

#### **Responsibility for Purchasing**

All department heads or their designees shall have the authority to initiate purchases on behalf of their department, within the guidelines described here. Administrators and Supervisors shall inform the Business Manager of all individuals that may initiate purchases or prepare purchase orders. The Business Manager shall maintain a current list of all authorized purchasers.

The Business Office shall be responsible for processing purchase orders. The Superintendent or their designee have approval authority over all purchases and contractual commitments and shall make the final determination on any proposed purchases where budgetary or other conditions may result in denial.

#### **\*Code of Conduct in Purchasing (2 CFR Part 200.318 (c)(1))**

Ethical conduct in managing the Organization's purchasing activities is absolutely essential. Staff must always be mindful that they represent the School Board and share a professional trust with other staff and the general membership.

- Staff shall discourage the offer of, and decline, individual gifts or gratuities of value in any way that might influence the purchase of supplies, equipment, and/or services.
- Staff shall notify their immediate supervisor if they are offered such gifts.
- No board member, district employee, or agent shall participate in the selection or administration of a contractor if a real or apparent conflict of interest would be involved. Such a conflict would arise if a board member, district employee or agent, or any member of his or her immediate family, his or her spouse or partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the contractor selected.

In compliance with the MN statutes, School Board members, district employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value, including any food or

beverages, from vendors or parties to sub-agreements. Unsolicited gifts with a value of \$5 or less may be accepted with the exception of food and beverages.

### **\*Competition (2 CFR Part 200.319)**

In order to promote open and full competition, purchasers will:

- Be alert to any internal potential conflicts of interest;
- Be alert to any noncompetitive practices among contractors that may restrict, eliminate, or restrain trade;
- For federal awards, not permit contractors who develop specifications, requirements, or proposals to bid on such procurements;
- Award contracts to qualified bidders whose product or service is most advantageous in terms of price, quality, and other factors;
- Issue solicitations that clearly set forth all requirements to be evaluated;
- Reserve the right to reject any and all bids when it is in the Organization's best interest;
- For federal awards, not give preference to state or local geographical areas unless such preference is mandated by Federal statute (200.319(b)); and
- "Name brand or equivalent" description may be used as a means to define the performance or requirements (200.319(c)(1)).

### **\*Nondiscrimination**

All vendors or contractors who are the recipients of Organization funds or who propose to perform any work or furnish any goods under agreements with International Falls Public Schools shall agree to these important principles:

1. Vendors and Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractors.
2. Vendors and Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.

### **\*Procurement Procedures**

The following are International Falls Public School's procurement procedures.

1. International Falls Public Schools shall avoid purchasing items that are not necessary or duplicative for the performance of the activities required by a federal award. (2 CFR Part 200.318(d))
2. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government.

(2 CFR Part 200.318(d)). This analysis should only be made when both lease and purchase alternatives are available to the program.

3. Purchasers are encouraged to enter into state and local inter-governmental or inter-entity agreements where appropriate for procurement of use of common or shared goods and services. (2 CFR Part 200.318(e))
4. Purchasers are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. (2 CFR Part 200.318(f))
5. Documentation of the cost and price analysis associated with each procurement decision in excess of the MN bid law threshold (\$175,000) shall be retained in the procurement files. (2 CFR Part 200.323)
6. International Falls Public Schools will maintain records sufficient to detail the history of procurement, including: (2 CFR Part 200.318(i))
  - a. Rationale for the method of procurement,
  - b. Selection of contract type,
  - c. Contractor selection or rejection, and
  - d. The basis for the contract price.
7. International Falls Public Schools shall make all procurement files available for inspection upon request by a federal awarding agency.
8. International Falls Public Schools shall not utilize the cost-plus-a-percentage-of-costs method of contracting. (2 CFR Part 200.323(d))

All staff members with the authority to approve purchases made with federal awards will receive a copy of and be familiar with 2 CFR Part 200.400 – 475, Cost Principles.

### **Authorizations and Purchasing Limits**

International Falls Public Schools utilizes an electronic requisition / purchase order system for all purchase authorization. Requisitions are requests from staff to expend budget allocations. This applies to any and all types of service or material which the District will expense.

Requisitions require three levels of approval along with budget availability. The three levels of approvals are:

1. Requestors immediate Supervisor
2. Business Manager
3. Superintendent

Requisition requests submitted by a department head, supervisor or administrator will have two (2) levels of approval:

1. Business Manager
2. Superintendent

The Technology Director may place emergency orders without prior approval when it is deemed critical to respond to a network or phone system repair. A requisition request shall be processed within 24-48 hours of identifying the items or services.

The Superintendent is authorized to enter into any contract on behalf of International Falls Public Schools.

### **Use of Purchase Orders**

International Falls Public Schools utilizes an electronic requisition / purchase order system. A properly completed requisition request is required for each purchase decision (i.e., total amount of goods and services purchased, not unit cost), with the exception of employee travel and employee expense reimbursements, which require the preparation of a separate form described elsewhere in this manual. A properly completed requisition request may contain the following information:

1. Specifications or statement of services required,
2. Delivery or performance schedules,
3. Delivery, packing, and transportation requirements, (if applicable),
4. Special conditions (if applicable),
5. Vendor or Contractor, name, address and phone number.
6. Account Code / Source of Funding
7. Each item with the quantity, unit of measure and price
8. Shipping and handling cost
9. Due date of items or date(s) service to be performed
10. Electronic attachments for reference. I.e., quotes, drawings, documents,
11. Reference notes to quote #'s, bid # etc.
12. Items being purchased with donated, fundraised or grant money must have funding source noted in description field in Requisition Master Information Screen.

If purchasing items for specific student(s) do not include any information that may identify the student.

Special education requisitions must have an approved Special Education Necessity Form electronically attached to the purchase requisition. Reference "Special Education Purchasing Procedure for Northland Learning Center and ISD 361".

Requisition requests must have budget availability prior to receiving full approval. Requisition requests without budget availability will require a budget transfer.

Blanket purchase orders may be utilized for small value purchases at local vendors when an item is needed at the last minute to complete a project. Annual purchase orders will be setup for utility companies, food service prime vendors, leases and other contract service providers. Blanket purchase orders are not to be used for planned projects, contractors, nonlocal supply vendors or service requests.

*Revised 5.14.21; 7.28.22*

## **\*Required Solicitation of Quotations from Contractors**

Solicitations for goods and services (requests for proposals or RFPs) should provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product, or service to be procured. Descriptions shall not contain features which unduly restrict competition. *(2 CFR Part 200.319(c)(1))*
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals. (See the next section entitled "Evaluation of Alternative Contractors" for required criteria.) *(2 CFR Part 200.319(c)(2))*
3. Technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards. *(2 CFR Part 200.319(c)(1))*
4. The specific features of "brand name or equal" descriptions that bidders are required to meet when appropriate. *(2 CFR Part 200.319(c)(1))*
5. A description of the format, if any, in which proposals must be submitted, including the name of the person to whom proposals should be sent.
6. The date by which proposals are due.
7. Required delivery or performance dates/schedules.
8. Clear indications of the quantity(ies) requested and unit(s) of measure.

## **Extension of Due Dates and Receipt of Late Proposals**

Solicitations should provide for sufficient time to permit the preparation and submission of offers before the specified due date. However, an extension may be granted if a prospective offer or so requests.

Contractor proposals are considered late if received after the due date and time specified in the solicitation. Late proposals shall be so marked on the outside of the envelope and retained or returned to the proposer. Contractors that submit late proposals shall be notified that their proposal was late and could not be considered for award.

## **Evaluation of Alternative Contractors**

Contractors may be evaluated on some or all of the following criteria as appropriate for the purchase:

1. Adequacy of the proposed methodology,
2. Skill and experience of key personnel,
3. Demonstrated experience,
4. Other technical specifications designated by the department requesting proposals,
5. Compliance with administrative requirements of the request for proposal (format, due date, etc.),
6. Contractor's financial stability,
7. Contractor's demonstrated commitment to the governmental sector,
8. Results of communications with references supplied by the proposer,

9. Ability/commitment to meeting time deadlines,
10. Cost,
11. Minority- or women-owned business status of vendor, and
12. Other criteria (to be specified by the department requesting proposal).

The department responsible for the purchase shall establish the relative importance of the appropriate criteria prior to requesting proposals and shall evaluate each proposal on the basis of the criteria.

After a contractor has been selected and approved by the Administrator or Supervisor the final selection shall be approved by others according to International Falls Public School's purchasing approval procedures.

**\*Affirmative Consideration of Minority, Small Business, Women-Owned Businesses, and Labor Surplus Area Firms**

*(2 CFR Part 200.321)*

Positive efforts shall be made by International Falls Public Schools to utilize small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms whenever possible.

Therefore, the following steps shall be taken:

1. Ensure that small business, minority-owned firms, women's business enterprises, and labor surplus area firms are used to the fullest extent practicable. *(2 CFR Part 200.321)*
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small business, minority-owned firms, women's business enterprises and labor surplus area firms. *(2 CFR Part 200.321(b)(4))*
3. Consider in the contract process whether firms competing for larger contracts tend to subcontract with small businesses, minority-owned firms, and women's business enterprises. *(2 CFR Part 200.321(b)(6))*
4. Encourage contracting with consortiums of small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms when a contract is too large for one of these firms to handle individually. *(2 CFR Part 200.321(b)(3))*
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the minority-owned firms and women's business enterprises. *(2 CFR Part 200.321(b)(5))*

**\*Availability of Procurement Records (2 CFR Part 200.324(b))**

International Falls Public Schools shall, on request, make available for the federal awarding agency, pre-award review and procurement documents, such as requests for proposals, when any of the following conditions apply:

- The process does not comply with the procurement standards in 2 CFR Part 200. *(2 CFR Part 200.324(b)(1))*

- The procurement is expected to exceed the Minnesota-defined simplified acquisition threshold (\$100,000) and is to be awarded without competition or only one bid is received. (2 CFR Part 200.324(b)(2))
- The procurement exceeds the simplified acquisition threshold and specifies a “name brand” product. (2 CFR Part 200.324(b)(3))
- The proposed award exceeds the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed-bid procurement. (2 CFR Part 200.324(b)(4))
- A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the simplified acquisition threshold. (2 CFR Part 200.324(b)(5))

**\*Provisions Included in All Contracts Charged to Federal Awards (2 CFR Part 200 Appendix II)**

International Falls Public Schools includes all of the following provisions, as applicable, in all contracts charged to federal awards (including small purchases) with vendors and subgrants to grantees:

1. **Contracts** for more than the simplified acquisition threshold currently set at \$175,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7):** When required by Federal program legislation, all construction contracts of more than \$2,000 awarded by International Falls Public Schools and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”).
5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** Where applicable all contracts awarded by International Falls Public Schools in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Works Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
6. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of

the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the award agency.

7. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Mandatory** standards and procedures relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act ([42 U.S.C. 6201](#)).
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or subgrants of \$100,000 or more, International Falls Public Schools shall obtain from the contractor or subgrantee a certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.
10. **Debarment and Suspension (E.O.s 12549 and 12689):** No contract shall be made to the parties listed on the General Services List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension."

### **\*Non Competitive Purchases**

#### *Emergencies:*

Where equipment, materials, parts, and/or services are needed, quotations will not be necessary if the health, welfare, safety, etc., of staff and protection of Organization property is involved. The reasons for such purchases will be documented in the procurement file.

#### *Single Distributor/Source:*

Sole source purchases contracts may be made when one or more of the following conditions apply:

- The item or service is only available from one source;
- The situation is an emergency and will not permit a delay resulting from competitive solicitation;
- The awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request; or
- After solicitation, competition is deemed inadequate (insufficient bidders).

Approval from the awarding agency or pass-through entity may be required.

## **\*Right to Audit Clause**

International Falls Public Schools requires a “Right to Audit” clause in all contracts between the Organizations and vendors that either:

1. Take any form of temporary possession of assets directed for the Organization, or
2. Process data that will be used in any financial function of the Organization.

This Right to Audit clause shall permit access to and review of all documentation and processes relating to the contractor’s operations that apply to International Falls Public Schools, as well as all documents maintained or processed on behalf of International Falls Public Schools, for a period of three years. The clause shall state that such audit procedures may be performed by International Falls Public Schools employees or any outside auditor or contractor designated by the Organization.

## **Contractor Files and Required Documentation**

The Business Office shall supply a blank Form W-9 to new contractor and request that the contractor complete, sign and return the W-9 (or provide equivalent, substitute information). Completed, signed Forms W-9 or substitute documentation shall be filed. See the section on “Payroll and Related Items” for guidance on determining whether a vendor should be treated as an employee.

Prior to making the final payment to a construction contractor, the Business Office must receive a completed IC134, Minnesota Contractor Affidavit, from the contractor.

## **Procurement Grievance Procedures**

Any bidder may file a grievance with International Falls Public Schools following a competitive bidding process. Once a selection is made, bidders must be notified in writing of the results. The written communication mailed to bidders must also inform them that they may have a right to appeal the decision. Information on the organization’s appeal procedures must be made available to all prospective contractors or subgrantees upon request, including the name and address of a contact person, and a deadline for filing the grievance. Grievances are limited to violations of federal laws or regulations, or failure of the Organization to follow its own procurement guidelines.

## **Receipt and Acceptance of Goods**

Individual employees with receiving responsibilities shall inspect all goods received. The Organization uses both an electronic receiving system and a paper receiving process. Users with access to the electronic system will process receiving information electronically then forward hard copies of paper work to the Accounts Payable Clerk. Users without access will manually process the paper work then forward the hard copies to the Accounts Payable Clerk.

Upon receipt of any item from a vendor or contractor, the following actions shall immediately be taken.

1. Review bill of lading for correct delivery point.
2. Remove the packing slip from each box/container.
3. Verify the quantity of boxes/containers with the bill of lading or packing slip.

4. Examine boxes/containers for exterior damage and note on the bill of lading or packing slip any discrepancies (missing or damaged boxes/containers, etc.).
5. Sign and date the bill of lading or packing slip.
6. Compare the description and quantity of goods per the purchase order to the packing slip.
7. Examine goods for physical damage.
8. Count or weigh items, if appropriate
9. Forward paperwork to the Accounts Payable Clerk

This inspection must be performed in a timely manner to facilitate prompt return of goods and/or communication with contractors.

### **\*Contract Administration**

International Falls Public Schools is required to have procedures on contract administration. (2 CFR Part 200.318(b)) Therefore, all contract managers will adhere to the following procedures.

1. Contract administration files shall be maintained:
  - a. For each contract greater than \$25,000 a separate file shall be maintained.
  - b. For contracts less than \$25,000, contract records may be combined in a single file by grant or other funding source.
2. Contract administration files shall contain:
  - a. The required documentation specified in the authorizations and purchasing limits table for the original scope of work and for all amendments.
  - b. Where the contract work is identified in the grant award or budget, the identification and scope of the work contained in the award or budget, and all approved changes.
3. Authorization of work:
  - a. No work shall be authorized until the contract for the work has been approved and fully executed.
  - b. No change in the work shall be authorized until an amendment to the contract for the work has been approved.
  - c. No amendment of a contract for work shall be executed until it has been approved and authorized as required in the Authorizations and Purchasing Limits table and, where required by the terms of the grant award or budget, approval by the funding source.
4. Conformance of work:
  - a. For each grant award, based on the applicable laws, regulations and grant provisions, the Administrator or Supervisor shall establish and maintain a system to reasonably assure contractor:
    - i. Conformance with the terms, conditions, and specifications of the contract, and
    - ii. Timely follow-up of all purchases to assure such conformance and adequate documentation.
5. The Administrator or Supervisor will authorize payment of invoices to contracts after final approval of work products.

## **\*SUBRECIPIENTS**

### **\*Making of Subawards**

From time to time, International Falls Public Schools may find it practical to make subawards of federal funds to other organizations. All subawards in excess of the simplified acquisition threshold shall be subject to the conflict of interest procedures described in the preceding section. In addition, all subrecipients must be approved in writing by the federal awarding agency and agree to the subrecipient monitoring provisions described in the next section.

International Falls Public Schools is required to evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward to determine the appropriate monitoring. Evaluations may include such factors as: *(2 CFR Part 200.331(b))*

- The subrecipient's prior experience with the same or similar subawards;
- The results of previous audits including whether or not the subrecipient receives a Single Audit, and the extent to which the same or similar subaward has been audited as a major program;
- Whether the subrecipient has new personnel or new or substantially changed systems; and
- The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

### **\*Monitoring of Subrecipients**

When International Falls Public Schools utilizes federal funds to make subawards to subrecipients, International Falls Public Schools is subject to a requirement to monitor each subrecipient in order to provide reasonable assurance that subrecipients are complying, in all material respects, with laws, regulations, and award provisions applicable to the program.

In fulfillment of its obligation to monitor subrecipients, the following requirements apply to all subawards of federal funds made by International Falls Public Schools to subrecipients:

The following required information will be provided to all subrecipients:

1. Federal Award Identification.
  - a. Subrecipient name (which must match its registered name in DUNS);
  - b. Subrecipient's DUNS number ;
  - c. Federal Award Identification Number (FAIN);
  - d. Federal Award Date;
  - e. Subaward period of performance start and end date;
  - f. Amount of Federal funds obligated by this action;
  - g. Total amount of Federal funds obligated to the subrecipient;
  - h. Total amount of the Federal award;
  - i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
  - j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official,

- k. Catalogue of Federal Domestic Assistance (CFDA) number and name. International Falls Public Schools must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
  - l. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) Costs).
2. All requirements imposed by International Falls Public Schools on the sub recipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
  3. Any additional requirements that International Falls Public Schools imposes on the subrecipient in order for International Falls Public Schools to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
  4. An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between International Falls Public Schools and the sub recipient, or a de minimis indirect cost rate as defined in § 200.414 Indirect costs.
  5. A requirement that the sub recipient permit International Falls Public Schools and auditors to have access to the subrecipient's records and financial statements as necessary for International Falls Public Schools to meet the monitoring requirements of 2 CFR Part 200; and
  6. Appropriate terms and conditions concerning closeout of the subaward.
  7. Subawards shall require that subrecipient employees responsible for program compliance obtain appropriate training in current grant administrative and program compliance requirements.
  8. Subawards shall require that subrecipients submit financial and program reports to International Falls Public Schools on a basis no less frequently than annually.
  9. International Falls Public Schools will follow up with all subrecipients to determine whether all required audits have been completed. International Falls Public Schools will cease all funding of subrecipients failing to meet the requirement to undergo an audit in accordance with 2 CFR Part 220.501. For subrecipients that properly obtain an audit in accordance with 2 CFR Part 200.501, International Falls Public Schools shall obtain and review the resulting audit reports for possible effects on International Falls Public School's accounting records or audit.
  10. International Falls Public Schools shall assign one of its employees the responsibility of monitoring each subrecipient on an ongoing basis during the period of performance by the subrecipient. This employee will establish and document, based on her or his understanding of the requirements that have been delegated to the subrecipient, a system for the ongoing monitoring of the subrecipient.

11. Ongoing monitoring of subrecipients will vary from subrecipient to subrecipient based on the nature of work assigned to each. However, ongoing monitoring activities may involve any or all of the following:
  - a. Regular contacts with subrecipients and appropriate inquiries regarding the program;
  - b. Reviewing programmatic and financial reports prepared and submitted by the subrecipient and following up on areas of concern;
  - c. Monitoring subrecipient budgets;
  - d. Performing site visits to the subrecipient to review financial and programmatic records and assess compliance with applicable laws, regulations, and provisions of the subaward;
  - e. Offering subrecipients technical assistance where needed;
  - f. Maintaining a system to track and follow up on subrecipient deficiencies in order to ensure that appropriate corrective action is taken, and
  - g. Establishing and maintaining a tracking system to ensure timely submission of all reports required of the subrecipient.
  
12. Documentation shall be maintained in support of all efforts associated with monitoring of subrecipients.
  
13. In connection with any subrecipient that has been found to be out of compliance with provisions of its subaward with International Falls Public Schools, responsive actions by the Organization shall be determined by Business Manager. Such actions may consist of any of the following actions:
  - a. Increasing the level of supporting documentation that the subrecipient is required to submit to International Falls Public Schools on a monthly or periodic basis;
  - b. Requiring that subrecipient prepare a formal corrective action plan for submission to International Falls Public Schools;
  - c. Requiring that certain employees of the subrecipient undergo training in areas identified as needing improvement;
  - d. Requiring documentation of changes made to procedures or forms used in administering the subaward;
  - e. Arranging for on-site (at the subrecipient's office) oversight on a periodic basis by a member of the International Falls Public Schools accounting or grant administration staff;
  - f. Providing copies of pertinent laws, regulations, federal agency guidelines, or other documents that may help the subrecipient;
  - g. Arranging with an outside party (such as International Falls Public School's own independent auditors) for periodic on-site monitoring visits;
  - h. Reimbursing after-the-fact, and not provide advances;
  - i. Requiring review and approval for each disbursement and all out-of-area travel; and
  - j. As a last resort, terminating the subaward relationship and seeking an alternative.

## **\*CHARGING OF COSTS TO FEDERAL AWARDS**

### **Overview**

International Falls Public Schools charges costs that are reasonable, allowable, and allocable to a federal award directly or indirectly. All unallowable costs shall be appropriately segregated from allowable costs in the general ledger in order to assure that unallowable costs are not charged to federal awards.

### **Segregating Unallowable from Allowable Costs**

The following steps shall be taken to identify and segregate costs that are allowable and unallowable with respect to each federal award:

1. The budget and grant or contract for each award shall be reviewed for costs specifically allowable or unallowable.
2. Grant Administrator and Business Manager shall be familiar with the allowability of costs provisions 2 CFR Part 200.400 – 475, Cost Principles, particularly:
  - a. The list of specifically unallowable costs found in 200.421 – 475, Selected Items of Cost, such as alcoholic beverages, bad debts, contributions, fines and penalties, etc., and
  - b. Those costs requiring advance approval from federal agencies in order to be allowable in accordance with 2 CFR Part 200.407, Prior Written Approval, such as participant support costs, equipment purchases, etc.
3. No costs shall be charged directly to any federal award until the cost has been determined to be allowable under the terms of the award and/or 2 CFR Part 200.400 – 475, Cost Principles.
4. For each federal award, an appropriate set of general ledger accounts (or account segments) shall be established in the chart of accounts to reflect the categories of allowable costs identified in the award or the award budget.
5. All items of miscellaneous income or credits, including the subsequent write-offs of uncashed checks, rebates, refunds, and similar items, shall be reflected for grant accounting purposes as reductions in allowable expenditures if the credit relates to costs that were originally charged to a federal award or to an activity associated with a federal award. The reduction in expenditures shall be reflected in the year in which the credit is received (i.e., if the purchase that results in the credit took place in a prior period, the prior period shall not be amended for the credit).

### **Criteria for Allowability**

All costs must meet the following criteria from 2 CFR Part 200.402 – 406, Basic Considerations, in order to be treated as allowable direct or indirect costs under a federal award:

1. The cost must be “reasonable” for the performance of the award, considering the following factors:

- a. Whether the cost is of a type that is generally considered as being necessary for the operation of the Organization or the performance of the award;
  - b. Restraints imposed by such factors as generally accepted sound business practices, bargaining between unrelated parties, federal and state laws and regulations, and the terms and conditions of the award;
  - c. Whether the individuals concerned acted with prudence in the circumstances; and
  - d. Consistency with established procedures of the Organization, deviations from which could unjustifiably increase the costs of the award.
2. The cost must be “allocable” to an award by meeting one of the following criteria:
    - a. The cost is incurred specifically for a federal award;
    - b. The cost benefits both the federal award and other work and can be distributed in reasonable proportion to the benefits received; or
    - c. The cost is necessary to the overall operation of the Organization, except where a direct relationship to any particular program or group of programs cannot be demonstrated.
  3. The cost must conform to any limitations or exclusions of 2 CFR Part 200 Subpart E Cost Principles, or the federal award itself.
  4. Treatment of costs must be consistent with procedures that apply to both federally financed activities and other activities of the Organization.
  5. Costs must be consistently treated over time.
  6. The cost must be determined in accordance with generally accepted accounting principles (GAAP).
  7. Costs may not be included as a cost of any other federally financed program in the current or prior periods.
  8. The cost must be adequately documented.

### **Direct Costs**

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal Award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy (*2 CFR Part 200.413(a)*). International Falls Public Schools identifies and charges these costs exclusively to each award or program.

Each invoice shall be coded with the appropriate account number reflecting which program received direct benefit from the expenditure. Invoices are approved by the appropriate Administrator or Supervisor and reviewed by the Business Manager.

Electronic time sheets are submitted by nonexempt employees on a weekly basis. Employee hours are allocated per the detailed employee work schedule then updated as necessary for assignment

changes. The electronic time sheet, detailed work sheet and personnel activity form reflect the employees' work and which programs directly benefited from their effort.

Equipment purchased for exclusive use on a federal award and reimbursed by a federal agency shall be accounted for as a direct cost of that award (i.e., such equipment shall not be capitalized and depreciated for grant purposes, but will be capitalized and depreciated at year-end for financial statement purposes).

### **Indirect Cost Rate**

Each year an indirect cost rate is assigned to International Falls Public Schools by the MN Department of Education. The approved indirect cost rate is used when determining the overhead applied to each federal award and major function.

### **Direct Costing Procedures**

Direct and joint costs are allocated to the benefiting programs using cost pools under the following:

1. Costs will be charged to each program up to the limit allowed by the funding source.
2. As much as possible, costs will first be charged directly to benefiting programs.
3. Remaining shared costs will be allocated based on the employee(s) assigned schedule.
4. Program-related costs will be allocated based on relevant activity measures, such as number of meals served, number of children or clients.

## **CASH DISBURSEMENTS (CHECK-WRITING)**

### **Check Preparation**

International Falls Public Schools prints vendor and contractor checks and employee expense reimbursement checks on a weekly basis. Checks shall be prepared by persons independent of those who initiate or approve expenditures, as well as those who are authorized check signers.

All vendor or contractor and expense reimbursement checks shall be produced in accordance with the following guidelines:

1. Expenditures must be supported in conformity with purchasing, accounts payable, and travel and business entertainment procedures described in this manual.
2. Timing of disbursements should generally be made to take advantage of all early-payment discounts.
3. Generally, all vendors or contractors shall be paid within 30 days of submitting a proper invoice upon delivery of the requested goods or services.
4. Total cash requirements associated with each check run are monitored in conjunction with available cash balance in bank prior to the release of any checks.
5. The Accounts Payable Clerk has received all supporting documentation to attach to the corresponding check prior to processing the invoice for payment.
6. The Organization requires two signatures that of the Board Chair and Treasurer on all checks. Checks are electronically signed using an e-Signature file which is password protected and requires an authorized level of system security to access the file.
7. Blank check stock is utilized. Blank check stock is kept in a locked cabinet in the Business Office. There are only four keys to the Business Office which is kept locked at all times when staff is not available. Checks shall be utilized in numerical order.
8. Checks will be made payable to "Cash" when a change cash box is needed for an event. The Business Manager is the only authorized person to receive cash at the bank.
9. Checks made payable to "Cash" for setting up a cash box will have supporting documentation per the "Cash Box Request Form" along with Administrator or Supervisor approval.
10. Checks shall never be signed prior to being prepared.
11. Upon the preparation of a check, contractor invoices and other supporting documentation shall immediately be defaced in order to prevent subsequent reuse, attached to a copy of the check and filed.

### **Check Signing**

All checks require two signatures that of the School Board Chairperson and Treasurer. No check shall be signed prior to the check being completed in its entirety (no signing of blank checks).

Checks shall be signed by an individual other than the one who approved the transaction for payment.

Images of check signatures are scanned into an electronic signature file used by the Accounts Payable software system then applied to the checks during the check printing process. The e-Signature file is password protected and requires the an authorized level of system security to access the file.

The Business Manager will review all invoices and check vouchers. All payment vouchers will be initialed and dated by the Business Manager after review.

### **Mailing of Checks**

The District Business Office Clerk mails checks immediately after they are approved by the Business Manager or the Board. The Board will approval all payments either before they are mailed or at the next Board meeting. Checks shall not be mailed by or returned to the individuals or departments that authorized the expenditures.

### **ACH Payments**

The use of ACH payments is limited to employee reimbursements, employee benefit payments including payroll taxes, Minnesota Department of Revenue, payment to credit card company (BMO), auditor invoices, local charter bus company, and utility company(ies).

Requests to process accounts payable invoices via ACH require approval of Business Manager. Request and approval will be documented in writing via email then kept with invoice and check voucher.

### **Voided Checks and Stop Payments**

Checks may be voided due to processing errors by making proper notations in the check register and defacing the check by clearly marking it as "VOID." All voided checks shall be retained to aid in preparation of bank reconciliations.

Stop payment orders may be made for checks lost in the mail or other valid reasons. Stop payments are processed by using the on-line banking system. An entry is made to record the stop payment and any related bank fees.

### **Recordkeeping Associated with Independent Contractors**

International Falls Public Schools shall obtain a completed Form W-9 or equivalent substitute documentation from all contractors to whom payments are made (see "Accounts Payable Management"). A record shall be maintained of all contractors to whom a Form 1099 is required to be issued at year-end. Payments to such contractors shall be accumulated over the course of a calendar year.

## Control Grid – Purchasing and Disbursements

International Falls Public Schools strives to maintain adequate segregation of duties in its purchasing and disbursements functions. The following table illustrates how responsibilities have been assigned. In this table personnel are identified as follows:

- A. District Business Office Clerk
- B. Business Manager
- C. Superintendent
- D. School Board
- E. Staff
- F. Administrators / Supervisors

Duty	Dist. Bus. Off. Clerk	Bus. Mgr	Supt.	School Bd	Staff	Administrators / Supervisors
Inputs data into vendor master file	X					
Obtains Form W-9 from new contractors	X					
Initiates requisition requests	X	X	X		X	X
Authorizes purchases (3 levels of approval required)		X	X		X	
Prepares purchase order/requisition					X	
Prepares request for proposal						X
Administers collection of proposals						X
Evaluates proposals			X			X
Selects contractor			X			X
Receives contractor invoice					X	X
Approves contractor invoice					X	X
Assigns general ledger coding		X			X	X
Inputs invoice into A/P system	X					
Selects A/P to be paid	X					
Runs A/P checks	X					
Reviews invoices		X				
Reviews check listing and approves payment		X		X		
Mails checks	X					
Maintains custody of unused checks	X					
Reconciles A/P to general ledger		X				
Performs bank reconciliation		X				

## **CREDIT CARDS**

### **Authority to Issue Credit Cards**

International Falls Public Schools does not utilize corporate credit cards, but instead uses Purchasing Cards (P-Cards) and gas (fuel) cards. See the section below pertaining to Purchasing Cards.

### **Sales Tax**

If appropriate, P-card users should remind contractors at the time of purchase that according to the tax laws in Minnesota that International Falls Public Schools is exempt from sales tax. If a cardholder is charged sales tax for a card purchase that should be tax exempt, the cardholder is responsible for contacting the contractor directly to request a credit for the amount of the sales tax.

# **PURCHASING CARDS**

## **Authorization of Purchasing Cards**

The School Board has designated the Business Manager with authority to authorize the use of P-cards by department and specific users. The Business Manager determines spending limits for each employee authorized to use the card.

## **Monthly Purchasing Card Procedures**

Monthly P-card procedures are:

1. Each cardholder will receive an email notice from the District Business Office Clerk to review their purchasing card transactions. Each transaction has been assigned a default account code but the cardholder, accounts payable clerk or business manager may change the code during his or her review.
2. The supervisor receives notice that her or his direct reports have approved their transactions and that the supervisor can now review and approve them.
3. The District Business Office Clerk downloads all transaction data bi-monthly.
4. Staff assigned school credit cards reconcile their credit card statements in the credit card system including processing electronically the transactions to the purchase order, compiling all required receipts and signatures for back up documentation. All support documentation is then given to the District Business Office Clerk.
5. The Business Manager reviews electronically all credit card transactions submitted by staff for processing. Credit card transactions missing information or have incorrect account codes are denied back to the requisitioner to correct.
6. After the Business Manager approves all credit card transactions the District Business Office Clerk processes the monthly payment for the P-card issuer in the same manner as other vendor payments.
7. The School Board approves the payment either before or shortly after payment is made.

# **PAYROLL AND RELATED ITEMS**

## **Payroll Administration**

International Falls Public Schools operates on a bi-weekly payroll. A personnel file is established and maintained for all employees with current documentation, as described throughout this section.

The following forms, documents, and information shall be obtained and included in the payroll and personnel files of all new employees:

1. International Falls Public Schools Employment Application (and resume, if applicable),
2. Applicant references (work & personal),
3. Form W-4 Employee Federal Withholding Certificate,
4. Form W-4 MN State Withholding Certificate,
5. Form I-9 Employment Eligibility Verification,
6. Copy of driver's license,
7. Copy of Social Security card issued by the Social Security Administration,
8. Starting date and scheduled hours,
9. Job title and starting salary, and
10. Authorization for direct deposit of paycheck, along with a voided check or deposit slip.

Either a current, valid driver's license or one of the following documents:

1. U.S. Passport,
2. Certificate of U.S. Citizenship (INS Form N-560 or N-561),
3. Voter's registration card,
4. U.S. Military card,
5. ID card issued by a federal, state, or local government, provided it contains a photo, or
6. School record or report card (for persons under age 18 only).

Either a Social Security card or one of the following documents:

1. U.S. Passport,
2. Certificate of U.S. Citizenship (INS Form N-560 or N-561),
3. Original or certified copy of a birth certificate issued by a state, county, or municipal authority,
4. Certificate of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350),
5. U.S. Citizen ID Card (INS Form I-197),
6. Native American tribal document, or
7. ID Card for use of Resident Citizen in the United States (INS Form I-179).

The employee personnel file must also include a pre-employment background check.

## **Changes in Payroll Data**

All of the following changes in payroll data are to be authorized in writing:

1. New hires,
2. Terminations,
3. Changes in salaries and pay rates,
4. Voluntary payroll deductions,
5. Changes in income tax withholding status, and
6. Court-ordered payroll deductions.

New hires, terminations, and changes in salaries or pay rates shall be authorized in writing by the Superintendent to the Payroll / Benefits Coordinator and Business Manager.

Voluntary payroll deductions and changes in income tax withholding status shall be authorized in writing by the individual employee. Along with address changes and phone numbers.

Documentation of all changes in payroll data shall be maintained in each employee's payroll file.

## **Payroll Taxes**

The Payroll / Benefits Coordinator is responsible for ensuring all required tax forms are properly completed and submitted, and that all required taxes are withheld and paid.

Withholding of federal income taxes shall be based on the most current Form W-4 prepared by each employee.

## **Personnel Activity Reports**

International Falls Public Schools follows the requirements in *2 CFR Part 200.430(i), Standards for Documentation of Personnel Expenses*, as well as requirements in specific grants.

Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
2. Be incorporated into the official records of the Organization;
3. Reasonably reflect the total activity for which the employee is compensated;
4. Encompass both federally assisted and all other activities compensated by the Organization on an integrated basis;
5. Comply with the established accounting practices of Organization; and

6. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect cost activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

*Note that in #6, the term "cost objective" is used. This is defined in 2 CFR Part 200.28 as follows: "Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-Federal entity, a particular service or project, a Federal award, or an indirect (Facilities & Administrative) cost activity."*

## **Preparation of Timesheets**

International Falls Public Schools utilizes an electronic time tracking system for all regularly employed nonexempt employees. Paper time sheets are used for but not limited to: substitute, student and hourly licensed instructional employees.

Employees required to fill out a timesheet must submit the signed paper time sheet or electronically submit their time sheet at the end of their work week to their supervisor. The supervisor reviews and approves the timesheets to be available to the Payroll / Coordinator no later than the following Wednesday. Timesheets shall be prepared in accordance with the following guidelines:

1. Each timesheet shall reflect all hours worked during the pay period (time actually spent on the job performing assigned duties), whether compensated or not.
2. Timesheets shall be prepared in ink or electronically.
3. Paper form time sheet errors shall be corrected by crossing through the incorrect entry, filling in the correct entry, and placing the employee's initials next to the change (i.e., employees shall not use whiteout or correction tape).
4. Electronic time sheet errors will be electronically denied then the employee shall correct the errors electronically then resubmit the time sheet to their supervisor.
5. Employees shall identify and record hours worked based on the nature of the work performed.
6. Compensated absences (vacation, holiday, sick leave, etc.) should be clearly identified as such.
7. Timesheets shall be signed by the employee prior to submission.

Administrators and Supervisors shall approve timesheets prior to submission to the Payroll / Benefits Coordinator. Corrections identified by an employee's supervisor or the Payroll / Benefits Coordinator shall be authorized by the employee by written documentation or via electronically correcting the electronic time sheet error.

An Organization employee who is on leave, traveling, or is ill on the day that timesheets are due may telephone or email timesheet information (actual time worked and the appropriate classifications) to his or her supervisor (or designated alternate). The employee must initial a timesheet immediately upon his or her return to the office. The timesheet shall be signed by the supervisor or the designated alternate.

## **Processing of Timesheets**

The Payroll / Benefits Coordinator will process the timesheets by checking them for mathematical accuracy (not required if timesheets are electronic), then entering all timesheets into the payroll system.

The Payroll / Benefits Coordinator may not change or correct timesheets after the supervisor has approved the original time sheet without written documentation from the employee and written authorization from the employees' supervisor.

Tampering with, altering, or falsifying time records, recording time on another employee's time record, or willfully violating any other timesheet procedure may result in disciplinary action, up to and including discharge.

## **Review of Payroll**

The Business Manager will review each detailed payroll register. This review will be recorded and documented in the bi-weekly payroll file.

## **Distribution of Payroll**

Payroll payments are paid through direct deposit to all employees. The Organization does not process printed payroll checks.

## **Control Grid – Payroll and Human Resources**

International Falls Public Schools strives to maintain adequate segregation of duties in its payroll and human resources functions. The following table illustrates how responsibilities have been assigned. In this table, personnel are identified as follows: A. Superintendent; B. School Board; C. Administrators / Supervisors; D. Payroll / Benefits Coordinator; E. Business Manager

<b>Duty</b>	<b>Supt.</b>	<b>School Bd</b>	<b>Administrators / Supervisors</b>	<b>Payroll / Ben. Coord.</b>	<b>Bus Mgr</b>
Recommends new hires	X		X		
Receives and approves recommendation of new hires to go to the School Board	X				
Authorizes new hires		X			
Authorizes salary adjustments	X				
Authorizes terminations		X			
Sets up new employee in P/R system				X	
Sets new hire employee wage placement	X				
Enters salary adjustments to P/R system				X	
Enters direct deposit info. in P/R system				X	
Inactivates terminated employees from P/R				X	
Approves timesheets	X		X		
Enters distribution of time (account codes / fte)				X	
Enters timesheets				X	
Reviews input of timesheet data				X	
Reviews New Employee Payroll Record Setup					X
Reviews distribution of time					X
Reviews Terminated Payroll Records					X
Reviews payroll register					X
Process ACH Payroll File					X
Signs payroll checks (electronically)		X			
Prints annual W-2 forms				X	
Reviews annual W-2 forms				X	
Distributes annual W-2 forms				X	
Prepares and distributes the annual 1095					X

## SECTION 4: SPECIFIC ASSET ACCOUNTS

### CASH AND CASH MANAGEMENT

#### Cash Accounts

##### ***General Operating Account (operating account)***

The primary operating account provides for routine business check and electronic disbursements. All EFT state and federal payments, checks and credit card deposits are made to this account. Cash is deposited to a local bank then transfers are done on an as-needed basis to the primary operating account. Excess funds in the primary operating account are transferred into short-term investments or higher interest-bearing cash equivalents.

##### ***Petty Cash Account:***

International Falls Public Schools does not utilize a petty cash account.

#### Authorized Signers

The School Board Chair and the Treasurer are authorized to sign checks drawn on the general operating and payroll accounts:

The Business Manager is authorized to perform wire transfers between bank accounts and withdraw cash for activity cash boxes.

The Business Manager will promptly notify the Organization's financial institutions of changes in authorized signatures upon the departure of any authorized signer. Refer to the section titled "Check Signing" for procedures.

#### Bank Reconciliations

Bank account statements are received each month and forwarded unopened to the Business Manager. The Business Manager shall open the statement and review the statements for unusual or unexplained transactions. Unusual or unexplained items shall be reported immediately to the Superintendent.

After this review is complete, the Business Manager or designee prepares reconciliation between the bank balance and general ledger balance. The bank reconciliation process will be completed within two weeks of receipt of each bank statement.

The District Business Office Clerk will assist in the reconciliation process by processing the cleared bank checks and ACH payments in the bank reconciliation system; and reconcile bank deposits to the cash receipts and accounts receivable deposit reports. The District Business Office Clerk will update the bank deposit reconciliation excel file with bank statement balances and enter the journal entries for bank interest and charges. The Business Manager will finish the reconciliation process in the bank reconciliation system and finalize the bank reconciliation excel file report. The District Business Office Clerk and Business Manager will sign off on the monthly reconciliation reports.

Bank reconciliations and copies of resulting journal entries are filed in the current year's accounting files.

## **Cash Flow Management**

The Business Manager monitors cash flow needs on a monthly basis to eliminate idle funds and to ensure that payment obligations can be met. Cash transfers between accounts are performed on an as-needed basis.

International Falls Public Schools adheres to the requirements of its grants which prohibit loaning funds between programs. Therefore, cash management and reporting is performed at the program level as well as for the Organization as a whole.

## **Stale Checks**

The Business Manager will review checks that are 6 months old that have not cleared the Organization's bank. For uncashed checks that are more than 6 months old contact will be made with the payee to resolve the issue.

International Falls Public Schools will also comply with the Minnesota laws regarding unclaimed property. Accordingly, if uncashed checks are subject to a state reporting and transfer requirement, the Organization shall file all appropriate forms and remit unclaimed property to the appropriate jurisdiction.

## **Wire Transfers**

The Business Manager shall be the only employees authorized to transact wire transfers from International Falls Public Schools bank accounts. Wire transfers will be reported to the School Board by the Business Manager at the next school board meeting for review.

## **PREPAID EXPENSES**

### **Accounting Treatment**

International Falls Public Schools treats payments of expenses that have a time-sensitive future benefit as prepaid expenses and will amortize these items over the corresponding time period. Payments of less than \$1,000 shall be expensed as paid and not treated as prepaid expenses, regardless of the existence of a future benefit.

Prepaid expenses with future benefits that expire within one year from the date of the financial statements shall be classified as current assets. Prepaid expenses that benefit future periods beyond one year from the financial statement date shall be classified as noncurrent assets.

### **Procedures**

As part of the account coding process performed during the processing of accounts payable, all incoming vendor invoices shall be reviewed for the existence of time-sensitive future benefits. If future benefits are identified, the payment shall be coded to a prepaid expense account code.

The Business Office shall maintain a schedule of all prepaid expenses. The schedule shall indicate the amount and date paid, the period covered by the prepayment, the purpose of the prepayment, and the monthly amortization. This schedule shall be reconciled to the general ledger balance as part of the annual closeout process.

# PROPERTY AND EQUIPMENT

## Capitalization

Physical assets acquired with unit costs in excess of \$5,000 are capitalized as property and equipment on the Organization's financial statements. Items with unit costs below this threshold shall be expensed in the year purchased.

If an awarding agency requires a lower amount for equipment, International Falls Public Schools will adhere to that dollar amount only for that program or contract.

Capitalized property and equipment additions are accounted for at their historical cost and all such assets, except land, are subject to depreciation over their estimated useful lives, as described later.

Capitalized assets will be reported as expensed for grants if they were so budgeted in the grant application. However, for the Organization's financial statements, these assets will be capitalized and depreciated according to these guidelines.

## \*Equipment and Furniture Purchased with Federal Funds (2 CFR Part 200.313)

International Falls Public Schools may occasionally purchase equipment and furniture that will be used exclusively on a program funded by a federal agency. In addition to those procedures on Asset Management described earlier, equipment and furniture charged to federal awards will be subject to certain additional procedures as described below.

For purposes of federal award accounting and administration, *equipment* shall include all assets with a unit cost equal to the lesser of \$5,000 or the capitalization threshold utilized by International Falls Public Schools, described under Asset Management.

All purchases of *equipment* with federal funds shall be approved, in advance and in writing, by the federal awarding agency. In addition, the following guidelines shall apply regarding equipment purchased and charged to federal awards:

1. Adequate insurance coverage will be maintained with respect to equipment and furniture charged to federal awards.
2. For equipment (or residual inventories of supplies) with a remaining per unit fair market value of \$5,000 or less at the conclusion of the award, International Falls Public Schools shall retain the equipment without any requirement for notifying the federal agency.
3. If the remaining per unit fair market value is \$5,000 or more, International Falls Public Schools shall gain a written understanding with the federal agency regarding disposition of the equipment. This understanding may involve returning the equipment to the federal agency, keeping the equipment and compensating the federal agency, or selling the equipment and remitting the proceeds, less allowable selling costs not to exceed \$500, to the federal agency. (2 CFR Part 200.313(e))

4. The Business Manager shall determine whether a specific award with a federal agency includes additional equipment requirements or thresholds and requirements that differ from those described above.
5. A physical inventory of all equipment purchased with federal funds shall be performed at least once every 2 years. The results of the physical inventory shall be reconciled to the accounting records of and federal reports filed by International Falls Public Schools.

### **\*Establishment and Maintenance of a Fixed Asset Listing**

All capitalized property and equipment shall be recorded in a property log. This log shall include the following information with respect to each asset: *(2 CFR part 200.313(d)(1))*

1. Date of acquisition,
2. Cost,
3. Description (including color, model, and serial number or other identification number),
4. Source of the funds used to purchase the equipment, including the federal award number, if applicable,
5. Whether the title vests in the Organization or the federal government,
6. Information to calculate the federal share of the cost of the equipment, if applicable,
7. Location, use and condition,
8. Depreciation method,
9. Estimated useful life, and
10. Ultimate disposition data including the date of disposal and sale price.

The physical inventory shall be reconciled to the property log and adjustments made as necessary. All adjustments resulting from this reconciliation will be done by the Business Manager.

### **Receipt of Newly Purchased Equipment and Furniture**

At the time of arrival, all newly purchased equipment and furniture shall be examined for obvious physical damage. If an asset appears damaged or is not in working order, it shall be returned to the contractor immediately.

In addition, descriptions and quantities of assets per the packing slip or bill of lading shall be compared to the assets delivered. Discrepancies should be resolved with the contractor immediately.

### **Depreciation and Useful Lives**

All capitalized assets are maintained in the special property and equipment account group. Property and equipment are depreciated over their estimated useful lives using the straight line method.

Estimated useful lives of capitalized assets shall be determined by the Business Manager with the category of choice. The following is a list of the estimated useful lives of each category of fixed asset for depreciation purposes:

Category	Years
School Buildings	50
Electrical and Plumbing	30
Building Construction-interior, Fire systems, Portable classrooms	25
Long Term Admin software, Outdoor equipment, Furniture & accessories, HVAC systems, roofing, site improvements	20
Custodial equipment, grounds equipment, kitchen equipment, machinery and tools,	15
Athletic equipment, Audio Visual equipment, Business machines, Communication equipment, Administrative software-short term, Long term instructional software, Large equipment-contractor, musical instruments, science & engineering equipment	10
Buses, other on-road vehicles	8
Carpet replacement	7
Computer hardware, Copy machines, Instructional software short term, Library books	5

For accounting and interim financial reporting purposes, depreciation expense will be recorded on an annual basis.

*Note: 2 CFR Part 200.94 defines supplies as follows: “Supplies means all tangible personal property other than those described in § 200.33, Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life.”*

*This does not mean computers and related equipment should not be inventoried and tracked which we recommend. Rather, it refers only to capitalization and depreciation.*

**Changes in Estimated Useful Lives**

If it becomes apparent that the useful life of a particular capitalized asset will be less than the life originally established, an adjustment to the estimated useful life shall be made. All such changes in estimated useful lives of capitalized assets must be performed by the Business Manager.

When a change in estimated useful life is made, the new life is used for purposes of calculating annual depreciation expense. In the year in which the change in estimate is made, the cumulative effect of the change shall be reflected as depreciation expense in the Organization’s statement of activities.

For example, if in the fourth year of an asset’s life, it is determined that the asset will last five years instead of the original estimate of seven years, depreciation expense for that year shall be equal to the difference between 4/5 of the asset’s basis (accumulated depreciation at the end of year four) and 3/7 of the asset’s basis (accumulated depreciation at the beginning of the year).

## **Repairs of Property and Equipment**

Expenditures to repair capitalized assets shall be expensed as incurred if the repairs do not materially add to the value of the property or materially prolong the estimated useful life of the property.

Expenditures to repair capitalized assets shall be capitalized if the repairs increase the value of property, prolong its estimated useful life, or adapt it to a new or different use. Such capitalized repair costs shall be depreciated over the remaining estimated useful life of the property. If the repairs significantly extend the estimated useful life of the property, the original cost of the property shall also be depreciated over its new, extended useful life.

## **Dispositions of Property and Equipment**

If equipment is sold, scrapped, donated, or stolen, adjustments need to be made to the fixed asset listing and property log. If money is received for the asset, then the difference between the amount received and the "book value" (purchase price less depreciation) of the asset will be recorded as a loss (if the money received is less than the book value) or a gain (if the money received is more than the book value).

## **Write-Offs of Property and Equipment**

The Superintendent approves the disposal of all capitalized fixed assets that may be worn-out or obsolete. Property that is discovered to be missing or stolen will be reported immediately to the Superintendent. If not located, this property will be written off the books with the proper notation specifying the reason.

## **SECTION 5: LIABILITY AND NET ASSET ACCOUNTS**

### **ACCRUED LIABILITIES**

#### **Identification of Liabilities**

The Business Manager shall establish a list of commonly incurred expenses that may have to be accrued at the end of the fiscal year. Some of the expenses that shall be accrued by International Falls Public Schools at the end of the fiscal year are:

- Salaries and wages
- Payroll taxes
- Paid leave (see below)
- Taxes

In addition, International Falls Public Schools shall record a liability for unearned revenue (revenue received but not yet earned) in accordance with the revenue recognition procedures described elsewhere in this manual. Adjustments to unearned revenue accounts shall be made annually.

#### **Accrued Leave**

Leave is earned by employees based on the collective bargaining agreement the employee falls under, for employees not represented by a collective bargaining agreement their leave is per their individual contract or under the At Will Policy.

Accordingly, International Falls Public Schools records a liability for accrued leave to which employees are entitled. The total liability at the end of the fiscal year shall equal the total earned but unused hours of leave multiplied by each employee's current hourly pay rate.

If leave policies allow sick leave to be converted to retirement benefits, International Falls Public Schools will record a liability based on an actuarial calculation.

Leave that does not "vest" with employees (i.e., leave that is not paid to employees if unused at the time of termination of employment) shall not be accrued as a liability.

## SECTION 6: FINANCIAL AND TAX REPORTING

### FINANCIAL STATEMENTS

#### Standard Financial Statements of the Organization

Preparing financial statements and communicating key financial information is a necessary and critical accounting function. Financial statements are management tools used in making decisions, in monitoring the achievement of financial objectives, and as a standard method for providing information to interested parties external to the Organization. Financial statements may reflect year-to-year historical comparisons or current year budget-to-actual comparisons.

#### **Government-wide Statements**

The two government-wide statements report the District's net position and how it has changed.

**Statement of net position** – Presents information on all of the District's assets and deferred outflows of resources, and liabilities and deferred inflows of resources, with the difference between the two reported as net position.

**Statement of activities** – Presents information showing how the District's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows.

#### **Fund Financial Statements**

**Governmental funds** – Most of the District's basic services are included in governmental funds. Governmental fund financial statements present near-term inflows of cash and other financial assets that can readily be converted to cash, as well as the balances at year-end that are available for spending.

**Fiduciary funds** –The District is the trustee, or fiduciary, for assets that belong to others, such as the student activity funds and employee flex benefit plan. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. All of the District's fiduciary activities are reported in a separate statement of fiduciary net position and a statement of changes in fiduciary net position.

#### \*Annual Financial Statements

On an annual basis, the Organization will hire an independent auditor to prepare, in coordination with the Business Manager, a complete set of GASB financial statements, including footnotes addressing all disclosures required by GAAP.

Presentation of the Organization's annual audited financial statements shall be provided by the independent auditor to the School Board. See separate guidance regarding the annual audit under "Financial Management."

## **Trend Analysis**

On an annual basis, in connection with the preparation of the preceding financial statements, the Business Manager may prepare a three-year revenue and expense report in order to facilitate the analysis of financial trends experienced by the Organization.

## **SECTION 7: FINANCIAL MANAGEMENT**

### **BUDGETING**

#### **Overview**

Budgeting is an integral part of managing any organization in that it is concerned with the translation of organizational goals and objectives into financial terms. A budget should be designed and prepared to direct the most efficient and prudent use of the organization's financial and human resources. A budget is a management commitment of a plan for present and future organizational activities that will ensure survival. It provides an opportunity to examine the composition and viability of the organization's programs and activities simultaneously in light of the available resources.

Budgets are also prepared for funding sources, and each grant manager must be aware of budget modification requirements. Awarding agencies may or may not require approval for changes in line items. International Falls Public Schools will document and follow all such requirements.

#### **Preparation and Adoption**

International Falls Public Schools will prepare an annual budget on the accrual basis of accounting. The Business Manager gathers proposed Organization-wide budget information from Administrators, Superintendent and others with budgetary responsibilities and prepares the first draft of the budget.

After appropriate revisions and a compilation of all department budgets by the Business Manager, a draft of the Organization-wide budget is presented to the Superintendent for discussion, revision, and initial approval.

The final draft is then submitted to the School Board for adoption.

International Falls Public Schools will adopt a final budget before the beginning of the Organization's fiscal year. The purpose of adopting a final budget at this time is to allow adequate time for the Business Office to input the budget into the accounting system and establish appropriate accounting and reporting procedures (including any necessary modifications to the chart of accounts) to ensure proper classification of activities and comparison of budget versus actual once the year begins.

Budgets for programs that are not on the Organization's fiscal year will be prepared in accordance with awarding agency requirements.

#### **Monitoring Performance**

International Falls Public Schools monitors its financial performance by comparing and analyzing actual results with budgeted results. This function shall be accomplished in conjunction with the financial reporting process described earlier.

Financial reports comparing actual year-to-date revenues and expenses with budgeted year-to-date amounts shall be produced by the Business Manager and distributed to each employee with budgetary responsibilities electronically.

## **\*Budget and Program Revisions**

International Falls Public Schools will request prior approval from federal awarding agencies for any of the following program or budget revisions. (2 CFR Part 200.308)

1. Change in the scope or objective of the project or program, even if there is no associated budget revision requiring prior written approval.
2. Change in a key person (Project Director, etc.) specified in the application or award document.
3. Disengagement for more than three months (other than breaks in the academic year), or a 25% reduction in time devoted to the project, by the approved Project Director or principal investigator.
4. The need for additional federal funding.
5. The inclusion, unless waived by the federal awarding agency, of costs that require prior approval in accordance with 2 CFR Part 200.407, Prior written approval.
6. The transfer of funds allotted for participant support costs to other categories of expense.

*Note: Participant support costs are defined as "direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects)." 2 CFR 200.75*

7. Unless described in the application and funded in the approved awards, the subaward, transfer, or contracting out of any work under an award. (However, this provision does not apply to purchases of supplies, materials, equipment, or general support services.)
8. Changes in the amount of the approved cost-sharing or matching provided by the Organization.

## **Budget Modifications**

The Business Manager will present a revised budget in December to the Superintendent for review and initial approval. The final revised budget will be presented to the School Board for formal approval along with a report of significant budget changes.

*Revised 5.14.21*

# **ANNUAL AUDIT**

## **Role of the Independent Auditor**

International Falls Public Schools will arrange for an annual audit of the Organization's financial statements to be conducted by an independent accounting firm. The independent accounting firm selected by the School Board will be required to communicate directly with the Organization's Superintendent and the Business Manager upon the completion of their audit.

Audited financial statements, including the auditor's opinion thereon, will be submitted and presented to the School Board by the independent accounting firm at a Board meeting.

## **Auditor Independence**

International Falls Public Schools may from time to time request the independent auditor to provide services outside the scope of the annual audit. In connection with these non-audit services, it is imperative that the independent auditor remain independent in fact and in appearance in order to continue serving the Organization as its auditor.

Generally, in order to remain independent with respect to the audit, the Organization's auditors should not provide non-audit services that involve performing management functions or making management decisions nor should they provide non-audit services in situations where the non-audit services are significant/material to the subject matter of the audits (or where they would be auditing their own work in connection with the annual audit).

Therefore, the Organization will evaluate any non-audit service requested from the independent auditor for possible impairments to the firm's independence, and to not permit the performance of any services that would impair independence. This evaluation shall be performed by the Business Manager, who may consult the independent auditor or other external sources in making this determination. In addition, for each non-audit service that is to be provided by the Organization's independent auditor, the Organization shall:

1. Designate the Business Manager to be responsible and accountable for overseeing the non-audit service.
2. Establish and monitor performance of the non-audit service to ensure that it meets management's objectives (to be performed by the person designated in step 1).
3. Make any decisions that involve management functions related to the non-audit service and accept full responsibility for such decisions.
4. Evaluate the adequacy of the services performed and findings that result.

## **How Often to Review the Selection of the Auditor**

International Falls Public Schools shall review the selection of its independent auditor in the following circumstances:

1. Any time there is dissatisfaction with the service of the current firm;
2. When a fresh perspective and new ideas are desired; or
3. Every 5 years to ensure competitive pricing and a high quality of service (this is not a requirement to change auditors every five years, but simply to reevaluate the selection).

## **Selecting an Auditor**

The selection of an accounting firm to conduct the annual audit is a task that should be taken very seriously. The following factors shall be considered by International Falls Public Schools in selecting an accounting firm:

1. The firm's reputation in the school district community;
2. The depth of the firm's understanding of and experience with school districts and federal reporting requirements under 2 CFR Part 200;
3. The firm's demonstrated ability to provide the services requested in a timely manner; and
4. The ability of firm personnel to communicate with Organization personnel in a professional and congenial manner.

If International Falls Public Schools decides to prepare and issue a written Request for Proposal (RFP) to be sent to prospective audit firms, the following information shall be included:

1. Period of services required,
2. Type of contract to be awarded (fixed fee, cost basis, etc.),
3. Complete description of the services requested (audit, management letter, tax returns, etc.),
4. Identification of meetings requiring their attendance, such as staff or Board meetings,
5. Organization chart of International Falls Public Schools,
6. Chart of account information,
7. Financial information about the Organization,
8. Copy of prior year reports (financial statements, management letters, etc.),
9. Identification of need to perform audit in accordance with 2 CFR Part 200.500 – 521 and the appropriate Compliance Supplements,
10. Other information considered appropriate,
11. Description of proposal and format requirements,
12. Due date of proposals,
13. Overview of selection process (i.e., whether finalists will be interviewed, when a decision shall be made, etc.), and
14. Identification of criteria for selection.

Minimum Proposal Requirements from prospective CPA firms shall be:

1. Firm background,
2. Biographical information (resumes) of key firm member who will serve International Falls Public Schools,

3. Client references,
4. Information about the firm's capabilities,
5. Firm's approach to performing an audit,
6. Copy of the firm's most recent quality/peer review report, including any accompanying letter of findings,
7. Other resources available with the firm,
8. Expected timing and completion of the audit,
9. Expected delivery of reports,
10. Cost estimate including estimated number of hours per staff member,
11. Rate per hour for each auditor, and
12. Other information as appropriate.

In order to narrow down the proposals to the top selections, the Business Manager may meet with the prospective engagement teams from each proposing firm to discuss their proposal. Copies of all proposals shall be forwarded to the Superintendent. After the Business Manager narrows down the field of prospective auditors to at least two firms, final review of each firm are conducted by the Superintendent and Business Manager, who make the final recommendation to the School Board for approval.

### **Preparation for the Annual Audit**

International Falls Public Schools shall be actively involved in planning for and assisting with the Organization's independent accounting firm in order to ensure a smooth and timely audit of its financial statements. In that regard, the Business Office shall provide assistance to the independent auditors in the following areas:

***Planning*** – The Business Manager is responsible for delegating the assignments and responsibilities to staff in preparation for the audit. The Business Manager shall review the list of information requested by the auditors and assign responsibility for each item to the appropriate staff of International Falls Public Schools. The Business Manager shall then schedule and direct status meetings in the weeks leading up to the audit in order to review the progress of staff in preparing for the audit.

The Business Manager shall arrange and coordinate any and all meetings, interviews, telephone discussions, and conference calls requested by the auditor with International Falls Public Schools board members, audit or finance committee members, or employees of International Falls Public Schools to facilitate the auditor's work. Prior to any such meetings or discussions, the Business Manager shall inform each Organization participant of the nature of the discussion or meeting and what, if any, preparations they should do prior to the meeting. The Business Manager shall communicate to each International Falls Public Schools participant in such meetings or discussions the importance of being open, honest, and frank with the auditors with respect to any and all questions posed by the auditors.

***Involvement*** – Organization staff will do as much work as possible in order to assist the auditors and, therefore, reduce the cost of the audit.

***Interim Procedures*** – To facilitate the timely completion of the annual audit, the independent auditors may perform selected audit procedures prior to the Organization's year-end. By performing significant portions of audit work as of an interim date, the work required subsequent to year-end is reduced.

Organization staff will provide requested schedules and documents to assist the auditors during any interim audit fieldwork.

Throughout the audit process, International Falls Public Schools will make every effort to provide schedules, documents, and information requested by the auditors in a timely manner.

### **Concluding the Audit**

Upon receipt of a draft of the audited financial statements of International Falls Public Schools from its independent auditor, the Business Manager shall perform a detailed review of the draft, consisting of the following procedures.

1. Carefully read the entire report for typographical errors.
2. Trace and agree each number in the financial statements and accompanying footnotes to the accounting records and/or internal financial statements of International Falls Public Schools.
3. Review each footnote for accuracy and completeness.

Any questions or errors noted as part of this review shall be communicated to the independent auditor in a timely manner and resolved to the satisfaction of the Business Manager.

It shall also be the responsibility of the Business Manager to review and respond in writing to all management letter or other internal control and compliance report findings and recommendations made by the independent auditor.

In addition, the Single Audit Clearinghouse form shall be completed and a copy submitted to the Business Manager.

### **Audit Adjustments**

The International Falls Public Schools will review all adjustments prepared by the independent auditor in connection with the annual audit, and, if in concurrence, record them in the general ledger.

The Organization may also receive a list of unadjusted differences (or passed audit adjustments) from the independent auditor in connection with the audit. If the Organization receives such a list, it shall be the responsibility of the Business Manager to review them and determine whether or not to record them in the current year.

### **Internal Control Deficiencies Noted During the Audit**

In accordance with generally accepted auditing standards, at the conclusion of the audit the Organization's independent auditors may provide a written communication of internal control deficiencies noted in connection with their audit. Not all deficiencies in internal control are required to be reported by the auditor. Only the following two types of deficiencies are required to be communicated:

1. **Material weakness** – A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

2. **Significant deficiency** – A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

The Organization's independent auditors are required to provide written communication to the Business Manager of all significant deficiencies and material weaknesses (i.e., only those control deficiencies that rise to the level of materiality at which they qualify under the definitions provided above, in the opinion of the auditor).

It is the Organization's procedure that all internal control deficiencies that are communicated by the auditor in writing will be formally addressed by the Superintendent, and/or the Business Manager.

### **Board Communications with the Auditors**

In accordance with generally accepted auditing standards, in connection with and at the conclusion of each annual audit, the auditors are required to make certain communications directly to the Board. The Business Manager shall facilitate all of these communications, arranging for face-to-face meetings, telephone or conference calls, or delivery of electronic or paper documents between auditor and Board members.

Some of the communications that International Falls Public School's auditors may have with the Organization's Board include:

1. Planning discussions prior to commencing the audit, such as by inquiring of Board members their perception of where the risk of material misstatements in the Organization's financial statements may be greatest, the various risks of fraud, and other inquiries.
2. Internal control deficiencies noted during the audit, communicated in writing at the conclusion of the audit.
3. Any material fraud detected by the auditor, or any fraud, regardless of materiality, involving senior management, noted at any time during the audit.
4. Significant problems or other issues that arose during the audit (e.g., disagreements with management and certain other items that the auditors may be required to report to the School Board).
5. Audit adjustments made by the auditors as a result of their audit.
6. Certain audit differences noted by the auditors that they deemed not material enough to warrant making an adjustment for.

Board members should be aware of these communications and engage in active discussions with the auditors whenever it is considered appropriate in the fulfillment of these or their other duties.

# **INSURANCE**

## **Overview**

It is fiscally prudent to have an active risk management program that includes a comprehensive insurance package. This will ensure the viability and continued operations of International Falls Public Schools.

International Falls Public Schools maintains proper property, liability including fidelity bonding, auto and workers' compensation coverage.

# **RECORD RETENTION**

## **Record Retention Procedures**

International Falls Public Schools retains records as required by law and destroys them when appropriate. All files, both hard copy and electronic shall be labeled with topic and year. Electronic copies shall be saved in appropriate folders on the network storage device. Hard copies should be stored in file cabinets or archived in the storage area.

International Falls Public Schools will follow the records retention time periods listed in the MN School District General Records Retention Schedule.

The destruction of records must be approved by the Business Manager. Review and purging of files may take place on an ongoing basis, but must occur at least once per year, and must follow the minimum retention requirements outlined below.

The destruction of any documents containing social security numbers or any other “consumer data” as defined under federal laws and regulations shall be done via shredding.

## **Exception for Investigations**

In connection with any ongoing or anticipated investigation into allegations of violations of federal laws or regulations, provisions of government awards, or violations of the Organization’s Code of Conduct, the following exceptions are made to the preceding scheduled retention and/or destruction of records:

1. All records related to the subject of the investigation or allegation shall be exempt from any scheduled record destruction.
2. The term “records” shall also apply to any electronically stored record (e.g., documents stored on computers, email messages, etc.), which shall also be protected from destruction.

## 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>Bronco Hall of Fame</b>	Coca-Cola	<b>\$250</b>
	Trustar	<b>\$500</b>
	Northern Reliable Insurance Agency	<b>\$250</b>
	Dean Blais	<b>\$500</b>
	PCA	<b>\$1,500</b>
<b>Guns vs Hoses</b>	hockey game proceeds	<b>\$1,500.25</b>
<b>Peter Kalar</b>	hockey game proceeds match	<b>\$1,500</b>
<b>Arena Scoreboard Sponsorship</b>	Northern Lumber	<b>\$500</b>
	Border Chevrolet GMC	<b>\$500</b>

### **Prom Donations:**

- Badiuk Equipment                      \$50
- Ranier Recreation Club              \$250
- Sammy's Pizza                         \$100
- All Season Equipment                 \$100
- Sha Sha                                  water bottle, winter hat, t-shirt, zip-up hoodie

Voting against:

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

# 2024/25 School Calendar

Version A

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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September 2024						
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October 2024						
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November 2024						
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December 2024						
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January 2025						
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February 2025						
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March 2025						
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April 2025						
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June 2025						
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Aug	3	0	19	19	19	20	21	0	181
Sep	20	20	20	20	20	20	21	0	173
Oct	21	20	20	20	20	20	21	0	173
Nov	19	18	18	18	18	18	18	0	173
Dec	15	15	15	15	15	15	15	0	173

	Holiday		1st & last days
	Inservice		Exchange days
	No school		

# 2024/25 School Calendar

Version B

August 2024						
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September 2024						
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November 2024						
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December 2024						
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January 2025						
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February 2025						
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March 2025						
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April 2025						
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May 2025						
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June 2025						
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29	30					

Month	T	S	Jan	Feb	Mar	Apr	May	June	Tot
Aug	3	0	19	19	20	20	20	0	181
Sep	20	20	21	20	20	20	20	0	173
Oct	21	20	20	20	20	20	20	0	173
Nov	19	18	21	20	20	20	20	0	173
Dec	15	15	20	20	20	20	20	0	173

	Holiday		1st & last days
	Inservice		Exchange days
	No school		

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**INDEPENDENT SCHOOL DISTRICT NO. 361**

**AND**

**EDUCATION MINNESOTA EDUCATIONAL SUPPORT PARAPROFESSIONALS**



**JULY 1, 202~~3~~1 TO JUNE 30, 202~~5~~3**

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FINAL

## **ARTICLE I: PURPOSE**

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

## **ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

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

## **ARTICLE III: DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IV: SCHOOL BOARD RIGHTS AND OBLIGATIONS**

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

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

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

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

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

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

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

## **ARTICLE V: EDUCATIONAL SUPPORT PROFESSIONAL RIGHTS**

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

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

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

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

SECTION 4. Bargaining Unit Information: Within 20 calendar days from date of hire of a bargaining unit employee, District will provide the exclusive representative the name, job title, worksite location, home address, work telephone number, home and cell phone numbers on file, date of hire and work /personal email on file in an agreeable format. Within the 1<sup>st</sup> week of January, April, July, and October district will provide union roster in an agreeable format. Within 20 days of separation of employment or transfer out of the bargaining unit, District will notify the unit. Section 4 remains in effect as long as MN Statute requires these actions.

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## ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY

### SECTION 1. RATES OF PAY:

Subd. 1. Salary Schedules. The wages and salaries reflected in Schedule A for 202~~31~~ - 24~~2~~, Schedule B for 202~~42~~ - 25~~3~~ attached hereto, shall be a part of this Agreement.

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

Subd. 3. ~~Summer ESP employment will be compensated according to ESP's current placement on current year schedule. Subbing. An ESP II subbing for an ESP I shall receive their regular rate of pay for the time of the subbing. An employee on lay off, when offered temporary employment within the same classification, shall receive their regular rate of pay.~~

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

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

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

**SECTION 2. CLASSIFICATION DESCRIPTIONS:**

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

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

~~Educational Support Professional III: Indian Education Support Professionals (Current Indian Education employee's brought into the bargaining unit for the 2009—2010 school year) will have initial placement on the salary schedule reflective of the number of years they have worked for the district at the current capacity. Seniority within this classification will be based on years of service for the district in current or like position, but overall union seniority will be based on actual years in the union. Classifications merged from 3 classifications (Monitor, paraprofessional, Indian Education paraprofessional) to all being in the same classification with the understanding that all work is of equal importance and compensation. For bumping purposes, Dawnelle Meyers, Brenda Hjelle, and Sherry Fehrman are grandfathered into their positions and could only be bumped by each other based on seniority in the case of reductions.~~

**SECTION 3. SALARY SCHEDULE PLACEMENT:**

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

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

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

**SECTION 4. HIGHLY QUALIFIED REQUIREMENT:** Paraprofessionals are required to pass the ParaPro Assessment or provide the district with verification of at minimum an Associate of Arts degree or 60+ credits, so that they meet the requirements of being highly qualified. Paraprofessionals who need to take the ParaPro Assessment will be responsible to schedule his/her initial test within four (4) weeks of employment. It is agreed that members would be allowed two (2) testing opportunities to achieve a passing score. Tests would be scheduled a minimum of six (6) weeks apart and a maximum of twelve (12) weeks with the union member responsible for the purchase price of the examination. District will

reimburse the employee the cost of the initial examination within 30 days of the last day of school in the school year in which the test was taken. A reimbursement voucher must be submitted by the last day of school. Failure for a Paraprofessional to demonstrate proficiency will be grounds for dismissal.

**ARTICLE VII: POST EMPLOYMENT COMPENSATION**

SECTION 1. 403(B) MATCH PROGRAM: An Educational Support Professional will receive an annual monetary contribution to a 403(b) deferred compensation fund from the School District and/or the State 457 plan, subject to Minnesota Statute 352.965 and 356.24 according to the schedule below provided the ESP contributes a like amount of money. An ESP is eligible to receive the School District’s contribution beyond twenty-five (25) years provided they do not exceed the School District’s maximum. Upon receiving the maximum \$15,000 the School District’s contributions shall cease.

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

<u>YEARS OF SERVICE TO THE DISTRICT</u>	<u>DISTRICT CONTRIBUTION</u>
<del>1-3</del> 3 Years:	\$0 (must qualify)
4-10 Years:	\$500
11-20 Years:	\$650
21-25 Years:	\$900

SECTION 2: HEALTH CARE SAVINGS PLAN:

Subd. 1. Employees who are covered by this agreement and have provided the District with ~~five~~ four(4) years of continuous service shall be eligible for post-employment benefits to be contributed to the employee’s health care savings plan (HCSP) administered by the Minnesota State Retirement System (MSRS).

- A. District Contribution: At the end of ~~five-four~~ (54) years of continuous employment, the District will contribute the product of 50% of the accumulated sick leave times his/her rate of pay for the current year as long as the employee has 40 or more hours. The remaining 50% will be placed into a Reserve Bank. If the employee does not have a minimum of 40 hours, there will be no contribution to HCSP and it will be re-examined in another 4 years with the current leave rolled over in their sick leave account.

B. Contribution Intervals: The above contribution will occur after every ~~five~~ four (4) years of employment or severance from the District of an ESP with ~~four~~ five or more years of service.

C. Time of Contribution: The calculated value of contribution will be placed in the employee's HCSP by June 30th for continuing employees or within 30 days of severance for employee's severing service.

D. Bonus Contribution: Employees with fifteen (15) or more years of service to the District in an ESP position(s) and who qualify for a PERA annuity shall at the time of retirement have an additional contribution of the product of 50% of the Reserve Bank times current rate of pay contributed to employee's HCSP. Employee with 200 or more hours in the reserve bank will have the Bonus Contribution at a rate of 75% of the Reserve Bank times current rate of pay contributed to employee's HCSP instead of the 50%. Bonus contribution will be paid as per Time of Contribution, Subd. 1–C.

~~E. Implementation: Any employee with five (5) or more years of service in an ESP position at the conclusion of the 2017 – 2018 school year will have initial payment made into employee's HCSP by June 30th.~~

~~F.~~ E. Death of Qualifying Employee:

1. Employee qualified, but had not severed service: The total value owed would be paid to the employee's estate within thirty (30) days following the death of the employee.
2. Employee qualified and severed service, but had not received full payment into HCSP: The remaining amount owed to employee would be paid in a lump sum to employee's estate within thirty (30) days following the death of the employee.

\*\*Hypothetical Example attached in Appendix A

## **ARTICLE VIII: GROUP INSURANCE**

### SECTION 1. LIFE INSURANCE BENEFITS:

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

**SECTION 2. HEALTH INSURANCE:**

Subd. 1. The District will contribute \$5280.00 per month toward the cost of a single or family premium for health insurance for an ESP who works thirty (30) or more hours per normal week. ESP's who work under thirty (30) hours per week may participate in the district's health insurance program and will receive a prorated District premium contribution on the basis of hours worked (i.e. #hours worked /7). Health insurance contributions will be for twelve months.

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

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

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

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

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

**ARTICLE IX: LEAVES AND ABSENCES**

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

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

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

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

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

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

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

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

SECTION 4. SICK LEAVE:

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

The School Board may require an employee to furnish a medical certificate from the school health officer or from a Licensed Practitioner of the Healing Arts as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. Sick leave use of 3 consecutive school days or more will require a note from licensed Practitioner of the Healing Arts.

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

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

**SECTION 6. OTHER LEAVE:** Each ESP shall receive .029 hour per hour worked of "other" leave with pay per full year to be used during the school year. Other leave will be credited by the District on the first day of school each year based on total projected hours of employee's assigned position and updated as assignments change. Other Leave will be calculated using 174 student contact days unless the school calendar were to change in excess of ten (10) student contact days (range in which no recalculation would be allowed is 184 – 164). Any decimal on total hours received will be rounded to the nearest half hour. Any overpayment of other leave paid upon termination of service prior to the end of the service year shall be repaid by the employee. At the end of each school year the employee may carryover a maximum of 8 hours "other" leave in their "other" leave account to a maximum of six (6) times their assigned number of daily hours inclusive of the new allotment of hours. The balance of the unused "other" leave will be transferred into his/her sick leave account. Other leave shall be taken only with prior approval of the ESP's building Principal.

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

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

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

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

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

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

Extreme medical situation (emergency) is defined as a medical condition of the employee or a family member of the employee that will require the prolonged absence of the employee from duty and will result in a substantial loss of income to the employee because the employee will have exhausted all paid leave available apart from the sick leave pool.

## **ARTICLE X: HOURS OF SERVICE**

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

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

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

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

Subd. 4. All ESP's will be assigned a minimum of sixteen (16) hours in-service throughout the school year based on needs determined by administration. Any ESP hired after the start of the school year will get at least the required in service amount in statute. All ESP's shall have at least 6 paid hours training before school starts or within 30 days of being hired. In-service will occur in blocks of at least four (4) hours. The onus of ESP needs should be the burden of both the district and the Union. All ESP's will be expected to participate and may not use "other leave" during in-service days without superintendent approval.

Subd. 5. Union will be allowed 30 minutes during in-service of new employees to meet with them as required by MN statute.

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

Subd. 1. In the event that a student(s) who is served exclusively by the ESP is temporarily absent for a period of less than two (2) weeks (ten (10) school days in succession), the ESP may be temporarily

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

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

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

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

## **ARTICLE XI: SENIORITY**

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

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

Effective July 1, 2019 – when ~~current ESP I's or ESP III's~~ Dawnelle Meyers, Sherry Fehrman, or Brenda Hielle retire or bid a different position, that position will become an ESP II position. Long term goal is to get back to a single seniority list.

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

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

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

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

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

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

Subd. 1. Annual Posting Meeting. All vacancies that were filled during the preceding school year or vacancies at the time of the posting meeting will be filled in the following order: 1) within same classification based on seniority, ability to meet position qualifications, and bid on position, 2) within other classifications based on overall seniority, ability to meet position qualifications, and bid on position, 3) member on ULA able to meet position qualifications, and 4) external candidates able to meet position qualifications. During the posting meeting the District shall have veto authority on two (2) ESP job selections. An ESP whose choice was vetoed shall then make an alternate selection. Posting

meeting will be set mutually between the district and the Union president. ESP's hired after July 1, 2013 shall not be eligible to participate in the annual posting meeting.

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

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

#### SECTION 9. REDUCTION OF STAFF:

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

Subd. 2. Reinstatement.

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

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

- b. If a position covered by this contract becomes available for a qualified ESP on leave, the school district shall by certified mail notify such ESP. The ESP shall have ten (10) calendar days from the date of such notice to accept the re-employment and fifteen (15) working days from the certified mailing date to report to work. Failure to reply or report to work within either period shall constitute waiver on the part of the ESP to any further rights of employment or reinstatement and shall forfeit any future reinstatement or reemployment rights unless other timelines are mutually agreed upon by the ESP and the School Board. An ESP may reject any position that is not equal to or greater than the position from which he/she was placed on leave.

- c. Reinstatement rights shall automatically cease two years from the date the leave commenced and no further rights to reinstatement shall exist.
- d. Any ESP who is laid off may accept employment in another position or in any other occupation during the released time.

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

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

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

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

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

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

## **ARTICLE XII: SUSPENSION AND REMOVAL**

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

~~working days, during which period the School Board shall have the right to return the ESP to his/her previous classification but must give the ESP a reason for the demotion.~~

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

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

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

## **ARTICLE XIII: GRIEVANCE PROCEDURE**

### SECTION 1. DEFINITIONS:

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

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

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

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

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

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

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

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

**SECTION 2. PROCEDURE:**

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

Subd. 2. Small Groups or individuals.

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

Step 2. If the matter is not resolved within five (5) days after the meeting, the grievance is filed in writing with the concerned principal or immediate supervisor setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought. The supervisor within ten (10) days shall submit a decision in writing to the ESP. Copies of this decision will be sent at the same time to the Superintendent's Office and the Union.

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE XIV: PUBLIC OBLIGATION**

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

#### **ARTICLE XV: DURATION**

SECTION 1. TERM AND REOPENING NEGOTIATIONS: This agreement shall remain in full force and effect for a period commencing on July 1, 202~~3~~<sup>4</sup> through June 30, 202~~5~~<sup>3</sup> and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this agreement commencing on July 1, 202~~3~~<sup>4</sup> it shall give written notice of such intent no later than May 1, 202~~5~~<sup>3</sup>.

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

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

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

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

FOR:

INTERNATIONAL FALLS FEDERATION  
OF EDUCATIONAL SUPPORT  
PROFESSIONALS

INDEPENDENT SCHOOL DISTRICT  
NO. 361

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 202~~4~~<sup>1</sup> Dated this \_\_\_\_ day of \_\_\_\_\_, 202~~4~~<sup>1</sup>

**INDEPENDENT SCHOOL DISTRICT NO. 361**  
INTERNATIONAL FALLS, MINNESOTA

**SCHEDULE A: 2023~~1~~ - 2024~~2~~**

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

Step	ESP's
<u>1</u>	<u>\$16.31</u>
<u>2</u>	<u>\$16.58</u>
<u>3</u>	<u>\$17.00</u>
<u>4</u>	<u>\$17.42</u>
<u>5</u>	<u>\$17.95</u>
<u>6</u>	<u>\$18.35</u>
<u>7</u>	<u>\$18.85</u>
<u>8</u>	<u>\$19.43</u>

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**Career Bonus:** \$250 is built into last step effective the 2023-2025 contract

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

**Recruitment and Retention Stipend:** The District will contribute \$500 to all ESP's who were employed for the majority of the time period from start of school 2021 through December 31, 2021 in the first regular pay check of January, 2022. The District will contribute \$500 to all ESP's who were employed for the majority of the time period from January 1, 2022 through the last school day of 2022 in the first

~~regular pay check of June, 2022. This stipend is for the 2021–2022 school year. It applies to this contract period only and will not be part of ongoing contracts for years to come thus sun-setting at the end of the contract.~~

2023-2024 Stipend:

A one-time stipend of \$300 will be paid to employees that have been employed and providing service for the majority of the year using the time period of Aug 29 – March 18<sup>th</sup>. This payment will be included with back pay and be dispersed in a timely manner.

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**INDEPENDENT SCHOOL DISTRICT NO. 361**

INTERNATIONAL FALLS, MINNESOTA

**SCHEDULE B: 2024~~2~~ - 2025~~3~~**

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

<u>Step</u>	<u>ESP's</u>
<u>1</u>	<u>\$17.08</u>
<u>2</u>	<u>\$17.51</u>
<u>3</u>	<u>\$17.94</u>
<u>4</u>	<u>\$18.49</u>
<u>5</u>	<u>\$18.90</u>
<u>6</u>	<u>\$19.42</u>
<u>7</u>	<u>\$20.01</u>

Employees moving from Schedule A to Schedule B will transfer at the same step due to negotiation process of removing a step which transitions each step up in Schedule B with the exception of employees on step 8 of Schedule A will be on step 7 of Schedule B.

**Career Bonus:** \$250 is built into last step effective the 2023-2025 contract

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

**Recruitment and Retention Stipend:** The District will contribute \$500 to all ESP's who were employed for the majority of the time period from start of school 2022 through December 31, 2022 in the first

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

Appendix A

New

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

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

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

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

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

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

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

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

30 Jun-27 \$1,907.50 87.5

27-28	70	21	49	-	87.5
28-29	70	14	105	-	-

140

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

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

\$4,026.75

Example A Hypothetical situation for a 7 hour employee at a wage of \$18.31 in  
23-24 school year, \$19.82 in 27-28, and \$20.62 in 29-30.

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School year	Sick leave allotment	Used in current year	accumulative total hours	Total in HCSP	Put into Reserve Bank	Hourly Rate
20-21	70	56	14	0	0	
21-22	70	70	14	0	0	
22-23	70	35	49	0	0	
23-24	70	29	90	0	0	\$18.31

June 30th of 2024 payment will be made into HCSP and remaining days  
put into Reserve Bank

90 hours divided by 2 = 45,  $45 * \$18.31 / \text{hour} =$  \$823.95

A payment would be made to HCSP by June 30th, 2024 and other half  
of the hours would be placed in Reserve Bank.

24-25	70	28	42	\$823.95	45	\$18.68
25-26	70	100	12	\$823.95	45	\$19.05
26-27	70	90	0	\$823.95	37	\$19.43
27-28	70	20	50	\$823.95	37	\$19.82

June 30th, 2028 payment will be made into HCSP and remaining days  
put into Reserve Bank.

50 hours divided by 2 = 25,  $25 * \$19.82 / \text{hour} =$  \$495.50

<u>28-29</u>	<u>70</u>	<u>21</u>	<u>49</u>	<u>\$1,319.45</u>	<u>62</u>	<u>\$20.22</u>
<u>29-30</u>	<u>70</u>	<u>14</u>	<u>105</u>	<u>\$1,319.45</u>	<u>62</u>	<u>\$20.62</u>

114.5

Retire at end of 29-30 school year. Pay out of end of 4 years.  $105 / 2 = 52.5$ ,  $52.5 * 20.62 / \text{hour} =$  \$1,082.55

30-Jun-32 \$2,402.00

Retirement pay out of Reserve Bank.  $114.5 / 2 = 57.25$ .  $57.25 * 20.62 =$  \$1,180.50

Total in HCSP without any interest \$3,582.50

Example B							Formatted Table	
Hypothetical situation for a 7 hour employee at a wage of \$18.31 in 23-24 school year, \$19.82 in 27-28, and \$21.45 in 31-32.								
School year	Sick leave allotment	Used in current year	accumulative total hours	Total in HCSP	Put into Reserve Bank	Hourly Rate		
<u>20-21</u>	<u>70</u>	<u>56</u>	<u>14</u>	<u>0</u>	<u>0</u>			
<u>21-22</u>	<u>70</u>	<u>70</u>	<u>14</u>	<u>0</u>	<u>0</u>			
<u>22-23</u>	<u>70</u>	<u>35</u>	<u>49</u>	<u>0</u>	<u>0</u>			
<u>23-24</u>	<u>70</u>	<u>29</u>	<u>90</u>	<u>0</u>	<u>0</u>	<u>\$18.31</u>		
<u>June 30th of 2024 payment will be made into HCSP and remaining days put into Reserve Bank</u>								
<u>90 hours divided by 2 = 45, 45* \$18.31/ hour =</u>					<u>\$823.95</u>			
<u>A payment would be made to HCSP by June 30th, 2024 and other half of the hours would be placed in Reserve Bank.</u>								
<u>24-25</u>	<u>70</u>	<u>28</u>	<u>42</u>	<u>\$823.95</u>	<u>45</u>	<u>\$18.68</u>		
<u>25-26</u>	<u>70</u>	<u>35</u>	<u>77</u>	<u>\$823.95</u>	<u>45</u>	<u>\$19.05</u>		
<u>26-27</u>	<u>70</u>	<u>30</u>	<u>117</u>	<u>\$823.95</u>	<u>45</u>	<u>\$19.43</u>		
<u>27-28</u>	<u>70</u>	<u>20</u>	<u>167</u>	<u>\$823.95</u>	<u>45</u>	<u>\$19.82</u>		
<u>June 30th, 2028 payment will be made into HCSP and remaining days put into Reserve Bank.</u>								

<u>167 hours divided by 2 = 83.5, 83.5* \$19.82/ hour =</u>					<u>\$1,654.97</u>		
<u>28-29</u>	<u>70</u>	<u>21</u>	<u>49</u>	<u>\$2,478.92</u>	<u>128.5</u>	<u>\$20.22</u>	
<u>29-30</u>	<u>70</u>	<u>14</u>	<u>105</u>	-	<u>128.5</u>	<u>\$20.62</u>	
<u>30-31</u>	<u>70</u>	<u>20</u>	<u>155</u>	-	<u>128.5</u>	<u>\$21.03</u>	
<u>31-32</u>	<u>70</u>	<u>15</u>	<u>210</u>	-	<u>128.5</u>	<u>\$21.45</u>	
					<u>233.5</u>		
<u>Retire at end of 31-32 school year. Pay out of end of 4 years. 210 / 2 = 105, 105 * 21.45 / hour =</u>					<u>\$2,252.25</u>		
<u>30-Jun-32</u>				<u>\$4,731.17</u>			
<u>Retirement pay out of Reserve Bank. 233.5 * .75 = 175.13. 175.13 * 21.45 =</u>					<u>\$3,756.43</u>		
<u>Total in HCSP without any interest</u>					<u>\$8,487.60</u>		

## Application for Cooperative Sponsorship

**Deadline: Not later than 30 days prior to the first day of practice for that sport season.**  
 PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Boys Hockey  
 (activity) (boys' or girls') (Adapted-CI or PI)  
 beginning with the 20 23 - 20 24 school year.

List ALL schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	<u>Intl Falls High School</u>	<u>292</u>	<u>Intl Falls MN</u>	<u>7A</u>	<u>7A</u>
High School #2:	<u>Cornerstone Christian School</u>	<u>28</u>	<u>Emo, ON</u>		
High School #3:					
High School #4:					

\*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

\*\*Current (Number and Class)

- Do any of the above schools belong to a conference in this activity?  
 Yes This application must include a review and comments from the conference(s) of which the schools are members.  
 No
- Do any of the above schools currently have a cooperative agreement in this activity?  
 Yes An application for dissolution must be submitted for the existing agreement.  
 No
- Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About/MSHSL/Membership%20Information%20A%20History%20&%20Model%20Resolution%20for%20School%20Boards))

- List the number of students, by grade level, who participated in this activity during the previous year. *Low numbers in program. Coop will help sustain the program.* If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.

	7th	8th	9th	10th	11th	12th
High School #1				<u>7</u>	<u>7</u>	<u>9</u>
High School #2			<u>1</u>			
High School #3						
High School #4						

- Team Identification: (Indicate how cooped schools should be identified in tournament programs): \_\_\_\_\_

International Falls Broncos

- Team Colors: Purple & Gold, Team Mascot: Broncos

- Host School (school that will receive revenue share check): Intl Falls High School

Board of Education (or designee)	School	Date
Signed <u>[Signature]</u>	<u>Cornerstone Christian</u>	<u>July 7 '23</u>
Signed <u>[Signature]</u>	<u>Intl Falls High School</u>	<u>July 10, 23</u>
Signed _____	_____	_____
Signed _____	_____	_____

**Official Action of the MSHSL Board of Directors**

- Approved                       Not Approved

Signature: \_\_\_\_\_  
 MSHSL Executive Director

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



Report of Actual Expenditures and Budgets by Expense Series as of 3.18.24

	FY20 Audited	FY21 Audited	FY22 Audited	FY23 Audited	FY24 Final Draft 3.18.24	FY25 Draft 3.18.24	% of FY25 Budget
<b>FUND 01</b>							
Wages	7,448,477	7,550,291	7,389,727	6,668,468	7,217,694	8,254,050	57%
Benefits	2,349,580	2,282,709	2,222,427	1,937,998	2,105,381	2,467,102	17%
Contract Services	2,067,888	1,630,139	1,688,637	1,852,416	1,858,768	1,862,288	13%
Supplies / Materials	764,241	613,511	689,495	719,411	1,031,402	945,433	6%
Capital	229,582	1,113,951	409,655	510,408	484,446	989,229	7%
Miscellaneous	147,400	156,622	134,923	160,192	36,971	37,089	0.3%
Fund Transfers					28,075		0%
<b>Total Revenue B/4 COVID</b>	<b>13,007,168</b>	<b>13,347,223</b>	<b>12,534,864</b>	<b>11,876,968</b>	<b>12,734,662</b>	<b>14,555,191</b>	<b>100%</b>
Net Change Prior Year:		340,055	(812,359)	(657,896)	857,694	1,820,529	

FUND 01	FY20 Audited	FY21 Audited	FY22 Audited	FY23 Audited	FY24 Draft 3.10.23
COVID Wages	-	222,302	690,957	1,184,094	952,784
COVID Benefits	-	54,830	161,164	350,132	310,998
COVID Contract Service	642	29,082	30,735	12,225	4,210
COVID Supplies	33,339	211,688	300,912	84,601	152,267
COVID Capital	-	110,699	86,893	-	-
<b>TOTAL COVID</b>	<b>33,981</b>	<b>628,601</b>	<b>1,270,661</b>	<b>1,631,052</b>	<b>1,420,259</b>

<b>TOTAL EXPENSE:</b>	<b>13,041,149</b>	<b>13,975,824</b>	<b>13,805,525</b>	<b>13,508,020</b>	<b>14,154,921</b>	<b>14,555,191</b>
	(FY20)	(FY21)	(FY22)	(FY23)	(FY24)	(FY25)

Report of Fund Balances with Revenue and Expense Summary As of 3/18/2024

	Fiscal Year: 2023 - 2024; REVISED 3.18.24						Fiscal Year: 2024 - 2025 DRAFT; REVISED 3.18.24					
	Beginning Fund Balance 7/1/2023	Revenue Budget 3.17.24	Expense Budget 3.17.24	Revenue Over (Under) Expense	Adjust.	Ending Fund Balance 6/30/2024	Beginning Fund Balance 7/1/2024	Revenue Budget Draft 3.17.24	Expense Budget 3.18.24	Revenue Over (Under) Expense	Adjust.	Ending Fund Balance 6/30/2024
Unassigned Fund Balance	2,387,854	12,041,546	11,417,232	624,314	(75,000)	2,937,168	2,937,168	11,979,113	12,347,542	(368,429)	(75,000)	2,493,739
COVID FUNDING:		1,420,259	1,420,259									
<b>Reserved Fund Balances:</b>												
3rd Party Revenue (SPED)	13,686	30,000	-	30,000		43,686	43,686	30,000	-	30,000		73,686
Basic Skills:	33,816	494,728	376,630	118,098		151,914	151,914	573,835	524,065	49,770		201,684
Gifted & Talented:	-	12,995	12,995	-		-	-	12,805	12,805	-		-
English Learners	-	-	-	-		-	-	-	-	-		-
Learning & Development:	-	189,992	189,724	268		268	268	194,175	194,175	-		268
Library Aid	-	39,833	39,833	-		-	-	39,833	39,833	-		-
Literacy Aid	-	42,262	-	-		42,262	42,262	42,462	80,245	-		4,479
Long Term Facility Mtce:	797,655	210,303	271,422	(61,119)		736,536	736,536	288,663	502,016	(213,353)		523,183
Operating Capital:	370,445	244,266	220,714	23,552		393,997	393,997	261,854	392,444	(130,590)		263,407
Safe Schools:	10,078	33,701	43,779	(10,078)		-	-	32,799	32,799	-		-
Staff Development:	151,059	142,702	150,833	(8,131)		142,928	142,928	143,436	150,833	(7,397)		135,531
<b>Total Reserved Fund Balance:</b>	<b>1,376,739</b>	<b>1,440,782</b>	<b>1,305,930</b>	<b>92,590</b>	<b>-</b>	<b>1,511,591</b>	<b>1,511,591</b>	<b>1,619,862</b>	<b>1,929,215</b>	<b>(271,570)</b>	<b>-</b>	<b>1,202,738</b>
<b>Assigned Fund Balances:</b>												
Arena Advertising:	72,114	15,000	11,500	3,500		75,614	75,614	15,000	11,500	3,500		79,114
Technology/PC Purchase FY23	450,000	-	-	-		525,000	525,000	-	266,934	-		333,066
<b>Total Assigned Fund Balance:</b>	<b>522,114</b>	<b>15,000</b>	<b>11,500</b>	<b>3,500</b>	<b>75,000</b>	<b>600,614</b>	<b>600,614</b>	<b>15,000</b>	<b>278,434</b>	<b>3,500</b>	<b>75,000</b>	<b>412,180</b>
<b>Non Spendable Fund Balance:</b>	<b>52,513</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>52,513</b>	<b>52,513</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>52,513</b>
<b>Total Fund Balance Fund 01:</b>	<b>4,339,220</b>	<b>14,917,587</b>	<b>14,154,921</b>	<b>720,404</b>	<b>-</b>	<b>5,101,886</b>	<b>5,101,886</b>	<b>13,613,975</b>	<b>14,555,191</b>	<b>(636,499)</b>	<b>-</b>	<b>4,160,670</b>
<b>Fund Balance Policy:</b>												
Unassigned Fund Balance Policy:	2.5 months of Unassigned Fund Balance						2.5 months of Unassigned Fund Balance					
Fund Balance 6/30/20XX:	2,937,168					2,493,739						2,493,739
Unassigned Fund Balance @ 2.5 mo:	2,674,477					2,572,405						2,572,405
Fund Balance Over (Under) Target:	262,691					(78,666)						(78,666)

Report of Fund Balances with Revenue and Expense Summary As of 3/18/2024

	Fiscal Year Audited: 6.30.23						Fiscal Year: 2023 - 2024; REVISED 3.18.24					
	Beginning Fund Balance		Revenue Over (Under)		Ending Fund Balance		Beginning Fund Balance		Revenue Over (Under)		Ending Fund Balance	
	7/1/2022	Revenue Budget	Expense Budget	Expense	Adjust.	6/30/2023	7/1/2023	Revenue Budget	Expense Budget	Revenue Over (Under)	Adjust.	6/30/2024
Unassigned Fund Balance	2,446,006	12,530,882	12,487,128	43,753	(102,065)	2,387,695	2,387,854	12,041,546	11,417,232	624,314	(75,000)	2,937,168
COVID FUNDING:		-	-	-	-	-	-	1,420,259	1,420,259	-	-	-
<b>Reserved Fund Balances:</b>												
3rd Party Revenue (SPEP)	-	13,686	292,915	13,686	-	13,686	13,686	30,000	-	30,000	-	43,686
Basic Skills:	185,355	141,376	12,810	(151,539)	-	33,816	33,816	494,728	376,630	118,098	-	151,914
Gifted & Talented:	-	12,810	12,810	-	-	-	-	12,995	12,995	-	-	-
English Learners	-	190,325	190,325	-	-	-	-	189,992	189,724	268	-	268
Learning & Development:	-	-	-	-	-	-	-	39,833	39,833	-	-	-
Library Aid	-	-	-	-	-	-	-	42,262	-	-	-	42,262
Long Term Facility Mice:	51,137	794,860	48,342	746,518	-	797,655	797,655	210,303	271,422	(61,119)	-	736,536
Operating Capital:	439,013	242,751	311,320	(68,568)	-	370,445	370,445	244,266	220,714	23,552	-	393,997
Safe Schools:	22,388	33,749	46,059	(12,310)	-	10,078	10,078	33,701	43,779	(10,078)	-	-
Staff Development:	134,930	135,251	119,121	16,129	-	151,059	151,059	142,702	150,833	(8,131)	-	142,928
<b>Total Reserved Fund Balance:</b>	<b>832,823</b>	<b>1,564,807</b>	<b>1,020,892</b>	<b>543,916</b>	<b>-</b>	<b>1,376,739</b>	<b>1,376,739</b>	<b>1,440,782</b>	<b>1,305,930</b>	<b>92,590</b>	<b>-</b>	<b>1,511,591</b>
<b>Assigned Fund Balances:</b>												
Arena Advertising:	60,364	11,750	-	11,750	-	72,114	72,114	15,000	11,500	3,500	-	75,614
Technology/PC Purchase FY23	375,000	-	-	-	75,000	450,000	450,000	-	-	-	75,000	525,000
<b>Total Assigned Fund Balance:</b>	<b>435,364</b>	<b>11,750</b>	<b>-</b>	<b>11,750</b>	<b>75,000</b>	<b>522,114</b>	<b>522,114</b>	<b>15,000</b>	<b>11,500</b>	<b>3,500</b>	<b>75,000</b>	<b>600,614</b>
<b>Non Spendable Fund Balance:</b>	<b>62,215</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(9,702)</b>	<b>52,513</b>	<b>52,513</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>52,513</b>
<b>Total Fund Balance Fund 01:</b>	<b>3,776,408</b>	<b>14,107,439</b>	<b>13,508,020</b>	<b>599,419</b>	<b>(36,767)</b>	<b>4,339,060</b>	<b>4,339,220</b>	<b>14,917,587</b>	<b>14,154,921</b>	<b>720,404</b>	<b>-</b>	<b>5,101,886</b>
<b>Fund Balance Policy:</b>												
Unassigned Fund Balance Policy:	2.5 months of Unassigned Fund Balance						2.5 months of Unassigned Fund Balance					
Fund Balance 6/30/20XX:	2,387,695						2,937,168					
Unassigned Fund Balance @ 2.5 mo:	2,601,485						2,674,477					
Fund Balance Over (Under) Target:	(213,790)						262,691					

	Fiscal Year: 2024 - 2025 DRAFT; REVISED 3.18.24						Fiscal Year: 2025 - 2026 DRAFT; REVISED 3.18.24					
	Beginning Fund Balance	Revenue Budget	Expense Budget	Revenue Over (Under) Expense	Adjst.	Ending Fund Balance	Beginning Fund Balance	Revenue Budget	Expense Budget	Revenue Over (Under) Expense	Adjst.	Ending Fund Balance
	7/1/2024	Draft 3.17.24	3.18.24			6/30/2024	7/1/2024					6/30/2024
<b>Unassigned Fund Balance</b>	<b>2,937,168</b>	<b>11,979,113</b>	<b>12,347,542</b>	<b>(368,429)</b>	<b>(75,000)</b>	<b>2,493,739</b>	<b>2,493,739</b>	<b>11,979,113</b>	<b>12,347,542</b>	<b>(368,429)</b>	<b>(75,000)</b>	<b>2,050,310</b>
<b>COVID FUNDING:</b>												
<b>Reserved Fund Balances:</b>												
3rd Party Revenue (SPED)	43,686	30,000	-	30,000	-	73,686	73,686	30,000	-	30,000	-	103,686
Basic Skills:	151,914	573,835	524,065	49,770	-	201,684	201,684	573,835	557,369	16,466	-	218,150
Gifted & Talented:	-	12,805	12,805	-	-	-	-	12,805	12,805	-	-	-
English Learners	-	-	-	-	-	-	-	-	-	-	-	-
Learning & Development:	268	194,175	194,175	-	-	268	268	194,175	194,175	-	-	268
Library Aid	-	39,833	39,833	-	-	-	-	39,833	39,833	-	-	-
Literacy Aid	42,262	42,462	80,245	(213,353)	-	4,479	4,479	42,462	46,941	-	-	-
Long Term Facility Mtce:	736,536	288,663	502,016	(130,590)	-	523,183	523,183	288,663	502,016	(213,353)	-	309,830
Operating Capital:	393,997	261,854	392,444	(130,590)	-	263,407	263,407	261,854	392,444	(130,590)	-	132,817
Safe Schools:	-	32,799	32,799	-	-	-	-	32,799	32,799	-	-	-
Staff Development:	142,928	143,436	150,833	(7,397)	-	135,531	135,531	143,436	150,833	(7,397)	-	128,134
<b>Total Reserved Fund Balance:</b>	<b>1,511,591</b>	<b>1,619,862</b>	<b>1,929,215</b>	<b>(271,570)</b>	<b>-</b>	<b>1,202,238</b>	<b>1,202,238</b>	<b>1,619,862</b>	<b>1,929,215</b>	<b>(304,874)</b>	<b>-</b>	<b>892,885</b>
<b>Assigned Fund Balances:</b>												
Arena Advertising:	75,614	15,000	11,500	3,500	-	79,114	79,114	15,000	11,500	3,500	-	82,614
Technology/PC Purchase FY23	525,000	-	266,934	-	75,000	333,066	333,066	-	266,934	-	75,000	141,132
<b>Total Assigned Fund Balance:</b>	<b>600,614</b>	<b>15,000</b>	<b>278,434</b>	<b>3,500</b>	<b>75,000</b>	<b>412,180</b>	<b>412,180</b>	<b>15,000</b>	<b>278,434</b>	<b>3,500</b>	<b>75,000</b>	<b>223,746</b>
<b>Non Spendable Fund Balance:</b>	<b>52,513</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>52,513</b>	<b>52,513</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>52,513</b>
<b>Total Fund Balance Fund 01:</b>	<b>5,101,886</b>	<b>13,613,975</b>	<b>14,555,191</b>	<b>(636,499)</b>	<b>-</b>	<b>4,160,670</b>	<b>4,160,670</b>	<b>13,613,975</b>	<b>14,555,191</b>	<b>(669,803)</b>	<b>-</b>	<b>3,219,454</b>
<b>Fund Balance Policy:</b>												
Unassigned Fund Balance Policy:	2.5 months of Unassigned Fund Balance											
Fund Balance 6/30/20XX:	2,493,739											
Unassigned Fund Balance @ 2.5 mo:	2,572,405											
Fund Balance Over (Under) Target:	(78,666)											
	2.5 months of Unassigned Fund Balance						2.5 months of Unassigned Fund Balance					
	2,050,310						2,572,405					
	(522,095)											

**7 Period Day Course Section Scenario**

**2024-25**

**Updated: 03-13-24**

Department Name	Course Name	Current Sections	Current Class Size	Current FTE	Proposed Number of Sections 2024-25	Proposed Class Size 2024-25	Proposed 2024-25 FTE	Change
<b>Math</b>								
	Math/Reading 7-8	2	8/8	0.182	2	??	0.182	0.000
	Math/Reading 6	1	8	0.091	1	??	0.091	0.000
	Plane Geometry	2	25.0	0.182	2	30	0.182	0.000
	Honors Algebra II 10	2	31.0	0.182	2	25	0.182	0.000
	Foundations Geometry	2	28.0	0.182	2	22	0.182	0.000
	Foundations Algebra II	0	0.0	0.000	2	16	0.182	0.182
	Algebra II	2	33.0	0.182	2	29	0.182	0.000
	Math 6	4	29.0	0.364	6	22	0.545	0.182
	Foundations Math 7th Grade	2	26.0	0.182	0	21	0.000	-0.182
	Math 7th Grade	2	26.0	0.182	2	29	0.182	0.000
	Honors Algebra 1 7th Grade	2	24.0	0.182	2	29	0.182	0.000
	Foundations Algebra 1 8th Grade	2	26.0	0.182	2	26	0.182	0.000
	Algebra I 8th Grade	2	23.0	0.182	2	26	0.182	0.000
	Honors Algebra 1 8th Grade	2	25.0	0.182	2	26	0.182	0.000
	Honors Geometry 9	2	24.0	0.182	2	23	0.182	0.000
	Intermediate Algebra I 9th Grade	2	30.0	0.182	2	30	0.182	0.000
	Foundations Intermediate Algebra I 9th Grade	2	19.0	0.182	2	24	0.182	0.000
	Math for Today	2	18.0	0.182	2	15	0.182	0.000
	CEP Beginning Algebra/College Algebra	2	10/8	0.182	2	19/18	0.182	0.000
	CEP Intro to Calculus/Calculus I	2	9/6	0.182	2	4/5	0.182	0.000

## 7 Period Day Course Section Scenario

2024-25

Updated: 03-13-24

Department Name	Course Name	Current Sections	Current Class Size	Current FTE	Proposed Number of Sections 2024-25	Proposed Class Size 2024-25	Proposed 2024-25 FTE	Change
								Change
					<b>FTE 7 Period:</b>		<b>3.727</b>	<b>0.182</b>
<b>Social Studies</b>								
	Social Studies 6	4	29.0	0.364	6	22	0.545	0.182
	US History 7	6	25.3	0.545	4	29	0.364	-0.182
	Civics 8	6	24.7	0.545	6	25	0.545	0.000
	Geography 9	6	25.3	0.545	6	25	0.545	0.000
	US History 10	6	27.0	0.545	6	25	0.545	0.000
	World History 11	2	32.0	0.182	2	37	0.182	0.000
	Senior Social	2	24.0	0.182	2	28	0.182	0.000
	CE Modern European History I / II	2	16/14	0.182	2	23/23	0.182	0.000
	CE American Govt	1	18.0	0.091	1	17	0.091	0.000
	CE Economics (semester)	1	18.0	0.091	1	17	0.091	0.000
								Change
					<b>FTE 7 Period:</b>		<b>3.273</b>	<b>0.000</b>
<b>Science</b>								
	Science 6	4	29.0	0.364	6	22	0.545	0.182
	Science 7	6	25.3	0.545	4	29	0.364	-0.182
	Science 8	6	24.7	0.545	6	25	0.545	0.000
	Physical Science 9	6	25.3	0.545	6	25	0.545	0.000

**7 Period Day Course Section Scenario**

**2024-25**

**Updated: 03-13-24**

Department Name	Course Name	Current Sections	Current Class Size	Current FTE	Proposed Number of Sections 2024-25	Proposed Class Size 2024-25	Proposed 2024-25 FTE	Change
	Biology 10	6	27.0	0.545	6	25	0.545	0.000
	Astronomy	0	0.0	0.000	1	10	0.091	0.091
	Chemistry	2	31.0	0.182	2	37	0.182	0.000
	Conceptual Physics I (.5 credit)	1	23.0	0.091	1	33	0.091	0.000
	Conceptual Physics II (.5 credit)	1	23.0	0.091	1	32	0.091	0.000
	Physics	2	8.0	0.182	2	5	0.182	0.000
								<b>Change</b>
					<b>FTE 7 Period:</b>		<b>3.182</b>	<b>0.091</b>
<b>English</b>								
	English 6 - Reading	4	29.0	0.364	6	22	0.545	0.182
	English 6 - Composition	4	29.0	0.364	6	22	0.545	0.182
	English 7	4	27.0	0.364	4	29	0.364	0.000
	Foundations English 7	2	22.0	0.182	0	0	0.000	-0.182
	Math/Reading 7-8	2	8/8	0.182	2	???	0.182	0.000
	Math/Reading 6	1	8	0.091	1	???	0.091	0.000
	English 8	4	25.0	0.364	4	25	0.364	0.000
	Foundations English 8	2	23.0	0.182	2	22	0.182	0.000
	English 9	4	23.0	0.364	4	25	0.364	0.000
	Honors English 9	2	32.0	0.182	2	25	0.182	0.000
	English 10	4	26.0	0.364	4	26	0.364	0.000
	Honors English 10	2	32.0	0.182	2	25	0.182	0.000
	English 11	2	33.0	0.182	2	40	0.182	0.000

**7 Period Day Course Section Scenario**

**2024-25**

**Updated: 03-13-24**

Department Name	Course Name	Current Sections	Current Class Size	Current FTE	Proposed Number of Sections 2024-25	Proposed Class Size 2024-25	Proposed 2024-25 FTE	Change
	English 12	2	25.0	0.182	2	28	0.182	0.000
	Journalism / Broadcasting	2	17.0	0.182	2	28	0.182	0.000
	CE English Comp I / Comp II	2	19/18	0.182	2	28/29	0.182	0.000
	CE English Literature	1	17.0	0.091	1	13	0.091	0.000
	CE Communications	1	18.0	0.091	1	13	0.091	0.000
								<b>Change</b>
					<b>FTE 7 Period:</b>		<b>4.273</b>	<b>0.182</b>
<b>Phy Ed.</b>								
	Phy Ed 6	2	29/29	0.182	2	22/22/22	0.182	0.000
Required by all 7th Grade Students	Phy Ed 7	3	25.3	0.273	2	29	0.182	<b>-0.091</b>
Required by all 9th Grade Students	Phy Ed 9	6	25.3	0.545	6	25	0.545	0.000
Required by all 8th Grade Students	Phy Ed 8	3	24.7	0.273	3	25	0.273	0.000
	Weight Training and Fitness I & II	3	22.0	0.273	4	28/28-20.5/20.5 (56-	0.364	0.091
	Independent & Team Sports I & II	1	15.0	0.091	1	9/13	0.091	0.000
	FES Preschool PE	2	20.0	0.182	2	20	0.182	0.000
								<b>Change</b>
					<b>FTE 7 Period:</b>		<b>1.818</b>	<b>0.000</b>
<b>FACS</b>								
	FACS 8 (semester)	3	20.0	0.273	3	24.3	0.273	0.000
	Life Skills and Parenting (semester)	1	27.0	0.091	1	21	0.091	0.000
	On Your Own (semester)	1	13.0	0.091	1	16	0.091	0.000
	Foods I	2	24.0	0.182	2	41	0.182	0.000
	Foods II	2	25.0	0.182	2	33.5	0.182	0.000

**7 Period Day Course Section Scenario**

**2024-25**

**Updated: 03-13-24**

Department Name	Course Name	Current Sections	Current Class Size	Current FTE	Proposed Number of Sections 2024-25	Proposed Class Size 2024-25	Proposed 2024-25 FTE	Change
	Textiles and Fashion	1	10.0	0.091	1	26	0.091	0.000
								<b>Change</b>
					<b>FTE 7 Period:</b>		<b>0.909</b>	<b>0.000</b>
<b>Industrial Technology</b>								
	Technology 8 (semester)	3	16.0	0.273	3	15.3 (46)	0.273	0.000
	CADD I	1	19.0	0.091	1	20	0.091	0.000
	CADD II	1	15.0	0.091	1	12	0.091	0.000
	Hot Metals I (semester)	2	12.0	0.182	2	14.5	0.182	0.000
	Hot Metals II (semester)	1	17.0	0.091	1	23	0.091	0.000
	Engineering	0	12.0	0.000	1	14	0.091	0.091
	Woods I (semester)	2	11.0	0.182	2	13	0.182	0.000
	Woods II (semester)	2	15.0	0.182	1	16	0.091	-0.091
	Hand/Power Tools (semester)	1	14.0	0.091	1	7	0.091	0.000
	Welding I & II	2	16/11	0.182	2	27/24	0.182	0.000
								<b>Change</b>
					<b>FTE 7 Period:</b>		<b>1.364</b>	<b>0.000</b>
<b>Music</b>	Chorus 9-12	2	19.0	0.182	2	19	0.182	0.000
	Band 9-12	2	39.0	0.182	2	43	0.182	0.000
	Band 7-8	2	59.0	0.182	2	38	0.182	0.000
	Band Lessons	2	?	0.182	2	?	0.182	0.000
	Chorus 7-8	2	41.0	0.182	2	30	0.182	0.000
	Band 6	1	42.0	0.091	1	35	0.091	0.000
	Chorus 6	1	19.0	0.091	1	35	0.091	0.000

**7 Period Day Course Section Scenario**

**2024-25**

**Updated: 03-13-24**

Department Name	Course Name	Current Sections	Current Class Size	Current FTE	Proposed Number of Sections 2024-25	Proposed Class Size 2024-25	Proposed 2024-25 FTE	Change
								<b>Change</b>
					<b>FTE 7 Period:</b>		<b>1.091</b>	<b>0.000</b>
<b>Foreign Language</b>	Spanish I	4	22.0	0.364	2	25	0.182	-0.182
	Spanish II	2	12.0	0.182	2	27	0.182	0.000
	Intro to Anishinaabe Studies	2	22.0	0.182	2	13	0.182	0.000
	Intro to Ojibwe Language	2	19.0	0.182	2	11	0.182	0.000
	Ojibwe II	2	18.0	0.182	2	5	0.182	0.000
	Ojibwe III	2	9.0	0.182	2	13	0.182	0.000
								<b>Change</b>
					<b>FTE 7 Period:</b>		<b>1.091</b>	<b>-0.182</b>
<b>Art</b>								
	Painting	1	22	0.091	1	25	0.091	0.000
	Drawing	3	17	0.273	3	12.6 (38)	0.273	0.000
	Studio Arts	2	19	0.182	2	15 (30)	0.182	0.000
	Ceramics	2	18	0.182	2	14 (28)	0.182	0.000
7th grade required course	Art 7 (semester)	3	23	0.273	3	25	0.273	0.000
								<b>Change</b>
					<b>FTE 7 Period:</b>		<b>1.000</b>	<b>0.000</b>
<b>Business</b>								
	Computers 6	2	29/29	0.182	2	22/22/22	0.182	0.000
	Desktop Publishing	0	0	0.000	0	1	0.000	0.000
	Graphic Production	2	19	0.182	2	26	0.182	0.000
Previously Offered Alternate Years	FHS Intro to Business / CE Intro to Business	1	6/9	0.091	0	0/1	0.000	-0.091
Previously Offered Alternate Years	FHS Accounting / CE Accounting	0	0	0.000	1	7/1	0.091	0.091

**7 Period Day Course Section Scenario**

**2024-25**

**Updated: 03-13-24**

Department Name	Course Name	Current Sections	Current Class Size	Current FTE	Proposed Number of Sections 2024-25	Proposed Class Size 2024-25	Proposed 2024-25 FTE	Change
Required by all 7th Grade Students	Exploring Computer 7 (semester)	3	25	0.273	2	29	0.182	-0.091
Required by all 8th Grade Students	Computer 8 (semester)	3	25	0.273	3	25	0.273	0.000
								<b>Change</b>
					<b>FTE 7 Period:</b>		<b>0.909</b>	<b>-0.091</b>
<b>Other</b>								
	High School Nursing/CE Nursing	1	2/6	0.091	1	11/?	0.091	0.000
Required by all 7th Grade	Grade 7 Study Skills	3	25	0.273	2	29	0.182	-0.091
	ALC	11	27	1.000	11	27	1.000	0.000
	Health Careers	0	0	0.000	1	36	0.091	0.091
	ELL	0	0	0.000	0	0	0.000	0.000
								<b>Change</b>
					<b>FTE 7 Period:</b>		<b>1.364</b>	<b>0.000</b>
<b>Special Ed</b>								
Casareto / TBH	ALC/SLD	0		0.000	7		0.000	0.000
Cowman	SLD	11		1.000	11		1.000	0.000
Thompson	DCD	11		1.000	11		1.000	0.000
McDonald	SLD	11		1.000	11		1.000	0.000
Wood	18-21 Yr Old/DCD/Job Skills	8		0.727	8		0.727	0.000
Peterson	DAPE	2	4	0.182	2		0.182	0.000
								<b>Change</b>
					<b>FTE 7 Period:</b>		<b>3.909</b>	<b>0.000</b>

**Proposed Change**

**27.727**

<b>Proposed Total FTE:</b>	<b>27.909</b>	<b>0.182</b>
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**Classroom Sections:**

FES

<b>Kind</b>	<b>54</b> <a href="#">2@ 27</a>		<b>Fourth</b>	<b>57</b> <a href="#">2@ 28.5</a>
Hayward	18		Moss	19
Morrison	18		Zika	19
Bernard	18		Winkel	19
<b>First Grade</b>	<b>68</b> <a href="#">2@ 34</a>		<b>Fifth</b>	<b>70</b> <a href="#">2@35</a>
Auran	23		Wenberg	23
Eldein	22		Erickson	24
Talmage	23		Glowack	23
<b>Second</b>	<b>54</b> <a href="#">2@ 27</a>			
Little	18			
Pavleck	18			
McDonald	18			
<b>Third</b>	<b>65</b> <a href="#">2@ 32.5</a>		<b>Preschool</b>	
Wood	21		Teacher A	M-F(20) - Full
Nemec	22		Teacher B	M-F (18) 2 Openings M-F *No Waitlist for M-F
Wendt	22		Teacher C	T/TH - Full - waitlist of 2 ½ Day W/F- (3) - 2 of these are the 2 from above waitlist

Sped Numbers	24/25	24/25		24/25	
	Current staff	Add level 3 at FES		Add level 3 at FES and .5 FTE FHS	
Schwartz	10	17	ALC	17	ALC
Taylor	24	19		19	
Peterson	19	16		16	
Johnson	19	16		16	
Christianson	19	19		19	
Level 3 Room	XXXXX	11		11	
Wood	20	18		17	
Thompson	23	21		19	
McDonald	23	23		19	
Cowman	22	23		20	
FHS TBH	0	0		10	
		85		85	