

REGULAR SCHOOL BOARD AGENDA

International Falls Public Schools, ISD #361
Monday, September 18, 2017 at 5:00 PM
FHS Cafeteria, 1515 11th Street, International Falls, MN
District Website: www.isd361.k12.mn.us

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.*

Call to Order

1. Roll Call:

Mike Holden___	Michelle Hebner___
Toni Korpi___	Heather McBride___
Terry Murray___	Ted Saxton___
Roxanne Skogstad-Ditsch___	Kevin Grover___

2. Pledge of Allegiance

Approval of Agenda

Approve Agenda as presented. Moved by _____; seconded by_____. Motion carried / failed.

Open Forum

1. Public Open Forum

Consent Agenda

Approve the Consent Agenda as presented. Moved by _____; seconded by _____. Motion carried / failed.

1. Approve past meeting minutes of August 21, 2017. 3
2. Approve current accounts payable due in amount of \$531,087.69. 6
3. Approve payrolls for pay periods August 5 to , 2017 in amount of \$379,014.64.
4. Approve contract with Paul Bunyan for phone system support and maintenance. 14
5. Accept resignation of Tracy Duhant, Indian Education Paraprofessional, effective September 15, 2017. 18
6. Accept resignation of Jean Scholler as hourly bus driver effective 9/6/2017.
7. Approve contract service agreement with Northland Counseling Center. 19
8. Hire Ariana Cipriano as .78 FTE Elementary Title I and Computer Teacher for the 2017-2018 school year. 28
9. Hire Josh Koenig as Assistant Boys Basketball Coach for the 2017-2018 basketball season.
10. Hire Jay Boyle as Head Girls Basketball Coach for the 2017-2018 basketball season.
11. Hire Cory Miggins as Assistant Girls Basketball Coach for the 2017-2018 basketball season.
12. Hire Joseph Carlson as hourly bus driver effective September 18, 2017.
13. Hire Amber Hemstad as a paraprofessional effective September 17, 2017.

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14. Second reading and adoption of School Board Policy 425 - Veteran's Preference, Hiring.
15. Second reading and adoption of School Board Policy 425 - Staff Development.
16. Second reading and adoption of School Board Policy 513 - Student Promotion, Retention and Program Design.
17. Second reading and adoption of School Board Policy 525 - Violence Prevention.
18. Second reading and adoption of School Board Policy 601 - School District Curriculum and Instructional Goals.
19. Second reading and adoption of School Board Policy 603 - Curriculum Development.
20. Second reading and adoption of School Board Policy 604 - Instructional Curriculum.
21. Second reading and adoption of School Board Policy 612 - Development of Parental Involvement Policies for the Title I Programs.
22. Certify Proposed 17 Pay 18 levy at maximum.

Action Items

1. Approve the 2017 - 2019 contract with Education Minnesota Local 331. Moved by _____, 29
seconded by _____. Motion carried / failed.
2. Resolution for Acceptance of Gifts / Donations. Moved by _____, seconded by _____. 66
Motion carried / failed.
3. Resolution appointing Election Judges. Moved by _____, seconded by _____. Motion 68
carried / failed.

Administrative Reports

1. Melissa Tate, Elementary Principal
2. Tim Everson, Secondary Principal
3. Kevin Grover, Superintendent

Adjournment

MINUTES
REGULAR MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
Monday, August 21, 2017 – 5:00 p.m.
Falls High School Cafeteria

A Regular Meeting of the Board of Trustees of Independent School District #361 was held Monday, August 21, 2017, beginning at 5:00 PM in the FHS Cafeteria.

Michael Holden, Board Chair, called the meeting to order at 5:00 pm. Members present were: Michelle Hebner, Michael Holden, Toni Korpi, Ted Saxton, Roxanne Skogstad-Ditsch, Terry Murray and Kevin Grover. Members absent: Heather McBride

Moved by Michelle Hebner, seconded by Toni Korpi to approve the agenda as presented with the additions of items #8 and #19 to the Consent Agenda. Motion carried 6-0.

Public Open Forum:

1. Jennifer Hill, parent, spoke to the Board about request to put a “Buddy Bench” at FES for the K-1, 1-2.
2. Class of 2019 spoke to Board about their request to participate in a Los Angeles & San Francisco class trip their senior year.

Consent Agenda:

Moved by Michelle Hebner, seconded by Roxanne Skogstad-Ditsch to approve the Consent Agenda as presented. Motion carried 6-0.

1. Approve past meeting minutes of July 17, 2017, July 24, 2017, and August 14, 2017.
2. Approve current accounts payable due in amount of \$614,713.91.
3. Approve payrolls for pay periods July 16 - August 4, 2017 in amount of \$150,445.04.
4. Approve copier lease agreements with MARCO.
5. Approve contract with Sara Thompson, PCN Media Specialist for July 1, 2017 to June 30, 2018.
6. Approve Student Internship agreement with Minnesota State University, Mankato.
7. Approve 2017-2018 RRCC Concurrent Enrollment Agreement.
8. Approve non-financial agreement with Koochiching County Public Health and Human Resources.
9. Approve membership with MSBA for school year 2017-2018 in amount of \$5,084.
10. Approve the Telepresence Network Use Agreement with Arrowhead Health Alliance.
11. Adopt the 2017-2018 Falls Elementary Student Handbook.
12. Adopt the 2017-2018 Falls High School Student Handbook.
13. Receive Koochiching Area Prevention in Education (KAPE) 2017 Annual Report.
14. Acknowledge Kristie Taylor and Ashley Geoff as volunteer Coaches for Girls Swimming.
15. Acknowledge Jared Kostiuik and Kjell Fogelberg as volunteer Coaches for Football.
16. Hire Mike Christianson as hourly Bus Driver with a start date of 9/5/2017.
17. Hire Brenda LeDuc as hourly instructor for the 2017-2018 school year.
18. Hire Karla Olson-Line as Minnesota Society Advisor for the 2017-2018 school year.
19. Accept resignation of Steve Johnson as Head Girls and Boys Golf Coach effective immediately.
20. Accept resignation of Paul Fearing as hourly Bus Driver effective immediately.
21. First reading of School Board Policy 405 - Veteran's Preference, Hiring.
22. First reading of School Board Policy 425 - Staff Development.
23. First reading of School Board Policy 513 - Student Promotion, Retention and Program Design.
24. First reading of School Board Policy 525 - Violence Prevention.
25. First reading of School Board Policy 601 - School District Curriculum and Instructional Goals.

MINUTES
REGULAR MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
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26. First reading School Board Policy 603 - Curriculum Development.
27. First reading of School Board Policy 604 - Instructional Curriculum.
28. First reading of School Board Policy 612 - Development of Parental Involvement Policies for Title I Programs.

Action Items:

1. Resolution for Acceptance of Gifts / Donations:

Whereas, School Board Policy 706 establishes the guidelines for the acceptance of gifts or donations to the District;

Whereas, Minnesota Statute § 465.03 states the School Board of 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, that the School Board of International Falls Public Schools, ISD 361, accepts with appreciation the following gifts/donations received by the School District:

Marshall Knudson Family community Fund; TAGS Group	\$5,000.00
Minnesota Historical Society; 5th Grade Field Trip	\$288.00
Stewart's Super One; School Calendar Sponsorship	\$500.00
PCA International Falls Paper Mill; School Calendar Sponsorship	\$1,000.00
Coca-Cola Of International Falls; School Calendar Sponsorship	\$500.00
Bremer Bank; School Calendar Sponsorship	\$250.00
Education MN International Falls; School Calendar Sponsorship	\$250.00
TruStar Federal Credit Union; School Calendar Sponsorship	\$250.00
The Journal/ North Star Publishing; School Calendar Sponsorship	\$250.00
D & S Pizza dba Domino's; School Calendar Sponsorship	\$250.00

Moved by Roxanne Skogstad-Ditsch, seconded by Toni Korpi to accept the gifts and donations:

The following voted in favor: Mike Holden, Michelle Hebner, Michael Holden, Toni Korpi, Ted Saxton, Roxanne Skogstad-Ditsch, and Terry Murray;

The following voted against: None.

Whereupon, the resolution was declared adopted.

2. Resolution Combining Duties of the Offices of Clerk and Treasurer:

Whereas, Minnesota Statutes §123B.14, Subd. 1. Empowers the School Board to combine the duties of the office of Clerk and Treasurer of the School Board in one person in the Office of Business Affairs of the School District.

Whereas, the School District has decided to combine the duties of the Clerk and Treasurer in one person in the Office of Business Affairs.

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INDEPENDENT SCHOOL DISTRICT NO. 361
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Therefore, be it resolved that the Business Manager of the School District is designated by the School Board of Independent School District #361 to perform the duties of Clerk and Treasurer of the District.

Moved by Michelle Hebner, seconded by Terry Murray to accept the resolution.

The following voted in favor: Mike Holden, Michelle Hebner, Michael Holden, Toni Korpi, Ted Saxton, Roxanne Skogstad-Ditsch, and Terry Murray;

The following voted against: None.

Whereupon, the resolution was declared adopted.

Administrative Reports:

1. Melissa Tate, Elementary Principal – no report.
2. Tim Everson, Secondary Principal:
 - a. Enrollment is 625, up 5 from this time last year. This is very soft number.
 - b. Meet Teacher night is August 29th.
 - c. Teacher In Service to be held August 30th in Virginia/Mt Iron.
3. Kevin Grover, Superintendent
 - a. All employees meeting is August 29th.
 - b. Individual Board pictures will be taken at next meeting for web page.
 - c. Did not get the MIAC Indian Education Grant.
 - d. Very good turn out on for the August 14, 2017 meeting to discuss the Referendum. Next meeting public meeting dates will be September 11th and October 10th.

Closed Session:

Moved by Ted Saxton, seconded by Michelle Hebner to enter into closed session to discuss L331 - Education MN labor negotiations. Motion carried 6-0.

Reopen and Adjournment:

Moved by Mike Holden, seconded by Roxanne Skogstad-Ditsch to reopen from closed session at 6:13 pm.

Moved by Mike Holden, seconded by Roxanne Skogstad-Ditsch to adjourn meeting at 6:13 pm.

Approved Minutes:

District Clerk

Date

Board Chair

Date

September 18, 2017
Payable Summary

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
3057	Kuffenkam, Margaret	8/16/2017	8/16/2017	Early Retirement Incentive - Margaret Kuffenkam	0	\$ 1,632.90
3058	Select Account	8/21/2017	38487260	Medical FSA: 08/11/2017 - 8/15/2017	0	\$ 1,054.60
3059	FALLS LUMBER COMPANY INC	8/21/2017	181304	FHS; Paint for Art Room	0	\$ 128.22
	FALLS LUMBER COMPANY INC	8/21/2017	181457	FHS;Paint	0	\$ 42.74
	FALLS LUMBER COMPANY INC	8/21/2017	181544	FHS; Paint	0	\$ 42.74
	FALLS LUMBER COMPANY INC	8/21/2017	181588	FHS; Paint	0	\$ 42.74
3060	MANNCO TRUCKING INC	8/21/2017	137329	Oil Filters	0	\$ 62.74
3061	MN ENERGY RESOURCES CORP	8/21/2017	080217FES	FES; Natural Gas Services	8101800004	\$ 274.41
	MN ENERGY RESOURCES CORP	8/21/2017	080217FE	FES; Natural Gas Services	8101800004	\$ 180.54
	MN ENERGY RESOURCES CORP	8/21/2017	080117A	Arena; Natural Gas Services	8101800004	\$ 573.79
	MN ENERGY RESOURCES CORP	8/21/2017	080117Ar	Arena; Natural Gas Services	8101800004	\$ 983.81
	MN ENERGY RESOURCES CORP	8/21/2017	0809017S	Stadium; Natural Gas Services	8101800004	\$ 36.27
3062	MN POWER	8/21/2017	080917G	Garage; Electricity Bill	8101800024	\$ 301.88
	MN POWER	8/21/2017	080917FES	FES; Electricity Bill	8101800024	\$ 855.88
	MN POWER	8/21/2017	080917FHS	FHS; Electricity Bill	8101800024	\$ 4,492.54
	MN POWER	8/21/2017	080917A	Arena; Electricity Bill	8101800024	\$ 8,420.97
	MN POWER	8/21/2017	080917F	Baseball & Stadium; Electricity Bill	8101800024	\$ 81.82
	MN POWER	8/21/2017	080917P	Pool; Electricity Bill	8101800024	\$ 1,497.51
3063	OFFICE MAX	8/21/2017	203522	Labels for Back to School Mailings	1101800006	\$ 20.91
	OFFICE MAX	8/21/2017	184704	FES Supplies	1301800010	\$ 108.54
	OFFICE MAX	8/21/2017	163246	OFFICE/CLASSROOM SUPPLIES	3001800005	\$ 1,856.01
3064	SIGNS PLUS SIGNS	8/21/2017	129278	LED Sign	7901700028	\$ 19,550.00
3065	Thompson, Sara	8/21/2017	80217	P & I Grant Marketing Consultant	7901800000	\$ 1,160.00
3066	North Dakota State University	8/21/2017	Riley Nemec	2016-17 Tony Lynch Scholarship Award for Riley Nemec	0	\$ 500.00
3067	University of Minnesota Duluth	8/21/2017	Paige Wold Sport	Rainy Lake Sportfishing Scholarship for Paige Wold	0	\$ 500.00

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Payable Summary

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
3068	DELTA DENTAL	8/21/2017	7005215	Dental Insurance - September 2017		0 \$ 1,834.70
	DELTA DENTAL	8/21/2017	7005215	Dental Insurance - September 2017		0 \$ 4,823.98
	DELTA DENTAL	8/21/2017	7005215	Dental Insurance - September 2017		0 \$ 86.10
	DELTA DENTAL	8/21/2017	7005215	Dental Insurance - September 2017		0 \$ 86.10
3069	Madison National Life	8/21/2017	1265354	Life Insurance - September 2017		0 \$ 70.80
	Madison National Life	8/21/2017	1265354	Life Insurance - September 2017		0 \$ 1,568.10
3070	Madison National Life	8/21/2017	1265353	LTD Insurance - September 2017		0 \$ 150.37
3071	CASH	8/22/2017	82217	Fall Sports Start-Up cash		0 \$ 600.00
3072	Garrity, Terry	8/24/2017	FB 8/24/17	FB REF 8/24/17		0 \$ 188.71
3073	GLUMACK, BABE	8/24/2017	FB 8/24/17	FB REF 8/24/17		0 \$ 80.00
3074	PASSERI, JEFF	8/24/2017	FB 8/24/17	FB REF 8/24/17		0 \$ 80.00
3075	PERUNOVICH, JIM	8/24/2017	FB 8/24/17	FB REF 8/24/17		0 \$ 80.00
3076	RAINY RIVER COMMUNITY COLLEGE	8/24/2017	Isabella Ettestad	2016-17 Wallace Haglund		0 \$ 1,750.00
3077	Roseau High School	8/24/2017	CC 9/7/17	CC MEET ENTRY FEE 9/7/17		0 \$ 75.00
3078	VLATKOVICH, JEFF	8/24/2017	FB 8/24/17	FB REF 8/24/17		0 \$ 80.00
3079	AUTO-JET MUFFLER CORP	8/24/2017	411453	Transportation Parts		0 \$ 174.27
3080	Education Innovation Partners	8/24/2017	1140	Telepresence Connection		0 \$ 205.17
3081	EWALD ENTERPRISES	8/24/2017	4840	Cut Keys		0 \$ 27.00
	EWALD ENTERPRISES	8/24/2017	4832	Annual FHS, FES, and Bronco Arena fire alarm system testing		0 \$ 1,170.00
3082	HAWKINS INC	8/24/2017	4124859	Pool Chemicals	8101800015	\$ 21.42
	HAWKINS INC	8/24/2017	4129020	Pool Chemicals	8101800015	\$ 304.41
3083	LUBE TECH LIQUID RECYCLING	8/24/2017	994508	Bulk Oil Pickup		0 \$ 100.00
3084	LVC Companies Inc	8/24/2017	136018	Annual fire extinguisher service and maintenance	8101800023	\$ 798.65

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	LVC Companies Inc	8/24/2017	136017	FES; Annual fire extinguisher service and maintenance	8101800023	\$ 158.25
	LVC Companies Inc	8/24/2017	136026	Arena; Annual fire extinguisher service and maintenance	8101800023	\$ 81.34
	LVC Companies Inc	8/24/2017	136016	Annual fire extinguisher service bus garage	7601800006	\$ 315.05
3085	Marco Technologies LLC	8/24/2017	4513279	Bus Office Copy Per Copy	1101800002	\$ 22.38
	Marco Technologies LLC	8/24/2017	4508579	Guid Office Cost per Copy	7101800000	\$ 8.56
	Marco Technologies LLC	8/24/2017	334817418	FES; Cost Per Copy Machine	1301800001	\$ 224.46
	Marco Technologies LLC	8/24/2017	4508580	FES; Cost Per Copy Machine	1301800001	\$ 160.12
3086	MN TELECOMMUNICATIONS	8/24/2017	3844	Monthly Broadband Services	6051800000	\$ 1,512.50
3087	MSHSL	8/24/2017	31704	MSHSL YEARLY SERVICE FEE	2921800003	\$ 1,900.00
	MSHSL	8/24/2017	31472	MSHSL RULE BOOKS	2921800003	\$ 163.00
	MSHSL	8/24/2017	32174	Football Case Book	2921800003	\$ 38.00
3088	SDE	8/24/2017	80117	Ebel & Mason First 30 days of Kindergarten	0	\$ 838.00
3089	TRAVELERS INSUR AGENCIES	8/24/2017	3557D8195-01	Auto & Liability Policy	0	\$ 24,134.00
	TRAVELERS INSUR AGENCIES	8/24/2017	3557D8195-01	Auto & Liability Policy	0	\$ 34,835.00
	TRAVELERS INSUR AGENCIES	8/24/2017	5831C0197-01	Cyber Policy	0	\$ 6,771.00
3090	Ettestad, Sethen	8/24/2017	63017	FY17 Mileage Reimbursement to Speech Clients	0	\$ 3.21
3091	ISD # 622	8/24/2017	5856-1	Student Tuition 1/3-2/2/17	0	\$ 1,392.69
3092	ISD # 777	8/24/2017	HGR1706	Student Tuition 8/29-3/16/17	0	\$ 10,293.35
3093	ISD #031	8/24/2017	70127	Student Tuition 5/25-5/30/17	0	\$ 264.36
	ISD #031	8/24/2017	70128	Student Tuition 4/3-4/27/17	0	\$ 1,586.16
3094	ISD #709	8/24/2017	AR263967	FY17 Student Tuition	0	\$ 27,932.96
3095	MEEKER & WRIGHT SPEC ED COO	8/24/2017	53117	Student Tuition 3/9-5/31/17	0	\$ 1,413.84
3096	Select Account	8/28/2017	38491820	Medical FSA: 08/21/2017 - 8/24/2017	0	\$ 757.32
3097	Gjertson, John	8/28/2017	8/28/2017	Early Retirement Incentive - John Gjertson	0	\$ 259.15
3098	NCPERS MINNESOTA	8/28/2017	1649917	PERA Life Insurance -	0	\$ 144.00

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September 18, 2017
Payable Summary

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
					Sep-17	
	AFT Local #331	9/1/2017	20170901CDDUE1	Payroll accrual		0 \$ 3,234.07
3099	AFT Local #331	9/1/2017	20170901CDDUE1	Payroll accrual		0 \$ 79.14
3100	Falls Education Foundation	9/1/2017	20170901ADFEF	Payroll accrual		0 \$ 25.00
3101	United Way of Northeastern MN	9/1/2017	20170901ADUWA	Payroll accrual		0 \$ 10.00
3102	KARICH, Brian	8/30/2017	VB 8/30/17	VB REF 8/30/17		0 \$ 193.71
3103	University of WI Stevens Point	8/30/2017	Anna Earley	2016017 Frank McCartney		0 \$ 1,228.00
3104	VAKE, TRAVIS	8/30/2017	VB 8/30/17	VB REF 8/30/17		0 \$ 85.00
3105	CASTAGNERI, PAT	8/31/2017	VB 8/31/17	VB REF 8/31/17		0 \$ 193.71
3106	ELLIS, JILL	8/31/2017	VB 8/31/17	VB REF 8/31/17		0 \$ 85.00
3107	CDW Government	8/31/2017	JTZ7143	Supplies	6051800014	\$ 906.30
3108	COMMITTEE FOR CHILDREN	8/31/2017	278108	Purchase Second Step SEL Program	1301800009	\$ 1,199.00
3109	FRONTIER	8/31/2017	081617FHS	FHS; Monthly Telephone Service	8101800003	\$ 556.96
	FRONTIER	8/31/2017	081617FES	FES; Monthly Telephone Service	8101800003	\$ 204.36
	FRONTIER	8/31/2017	081607P	Monthly Telephone Service	8101800003	\$ 34.09
	FRONTIER	8/31/2017	081617G	Garage; Monthly Telephone Service	8101800003	\$ 34.06
	FRONTIER	8/31/2017	081617A	Arena; Monthly Telephone Service	8101800003	\$ 43.06
3110	GUARDIAN PEST CONTROL INC	8/31/2017	1789636	Pest Control Service	8101800021	\$ 64.65
3111	KANTOR ELECTRIC INC	8/31/2017	13961	Labor on Football Scoreboard		0 \$ 176.00
	KANTOR ELECTRIC INC	8/31/2017	13987	Supplies	6051800017	\$ 176.00
	KANTOR ELECTRIC INC	8/31/2017	13977	Supplies	6051800018	\$ 2,403.03
	KANTOR ELECTRIC INC	8/31/2017	13992	Electrical for School Sign		0 \$ 4,998.00
	KANTOR ELECTRIC INC	8/31/2017	14007	Classroom outlet repair		0 \$ 179.02
3112	MN ENERGY RESOURCES CORP	8/31/2017	082117G	Garage; Natural Gas Services	8101800004	\$ 61.41
3113	NASCO SCIENTIFIC	8/31/2017	562066	Classroom Posters	2561800004	\$ 151.06
3114	OFFICE MAX	8/31/2017	221935	OFFICE/CLASSROOM SUPPLIES	3001800009	\$ 54.48
	OFFICE MAX	8/31/2017	221940	OFFICE/CLASSROOM SUPPLIES	3001800009	\$ 7.74
	OFFICE MAX	8/31/2017	221937	OFFICE/CLASSROOM SUPPLIES	3001800009	\$ 66.60

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September 18, 2017
Payable Summary

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	OFFICE MAX	8/31/2017	221416	OFFICE/CLASSROOM SUPPLIES	3001800009	\$ 2,788.67
	OFFICE MAX	8/31/2017	221938	OFFICE/CLASSROOM SUPPLIES	3001800009	\$ 17.08
3115	PEARSON EDUCATION	8/31/2017	4025136786	FES Handwriting Books	1301800002	\$ 592.17
	PEARSON EDUCATION	8/31/2017	4025136786	FES Handwriting Books	1301800002	\$ 676.17
	PEARSON EDUCATION	8/31/2017	4025180437	FES Handwriting Books	1301800002	\$ 518.14
	PEARSON EDUCATION	8/31/2017	4025180437	FES Handwriting Books	1301800002	\$ 591.65
3116	Pick Me Flowers	8/31/2017	82817	Broken Vase at Graduation	0	\$ 35.00
3117	RANGE CORNICE & ROOFING COI	8/31/2017	170255	FES roof section C	8101800000	\$ 33,747.00
	RANGE CORNICE & ROOFING COI	8/31/2017	170256	Re roof sections D&H of FES	8101800001	\$ 50,585.00
	RANGE CORNICE & ROOFING COI	8/31/2017	170257	Re roof sec G of FES	8101800002	\$ 87,243.00
3118	WATER DEPT	8/31/2017	082117S	Stadium; Water Usage	8101800016	\$ 72.31
	WATER DEPT	8/31/2017	082117G	Garage; Water Usage	8101800016	\$ 47.31
	WATER DEPT	8/31/2017	082117FHS	FHS; Water Usage	8101800016	\$ 593.57
	WATER DEPT	8/31/2017	0821FES	FES; Water Usage	8101800016	\$ 635.59
	WATER DEPT	8/31/2017	082117A	Arena; Water Usage	8101800016	\$ 1,034.78
3119	Select Account	9/5/2017	38496309	Medical FSA: 08/28/2017 - 8/30/2017	0	\$ 689.02
3120	BARTOVICH, Tony	9/5/2017	VB 9/5/17	VB OFFIEICAL 9/5/17	0	\$ 85.00
3121	SOUTHGATE, Gary	9/5/2017	VB 9/5/17	VB REF 9/5/17	0	\$ 193.71
3122	Select Account	9/7/2017	1203540	Participant Fee: 09/01/2017 - 09/30/2017	0	\$ 266.60
3123	HAFDAHL, Tom	9/7/2017	FB 9/8/17	FB REF 9/8/17	0	\$ 80.00
3124	ISD #361-- Student Activity	9/7/2017	Prom	Prom Reimbursement	0	\$ 2,013.06
3125	ISD #361	9/7/2017	90717	Football Start-up Cash	0	\$ 200.00
3126	LaLonde, Don	9/7/2017	FB 9/8/17	FB 9/8/17	0	\$ 188.71
3127	MSHSBCA	9/7/2017	BASEBALL CLINIC	2017 BASEBALL CLINIC	0	\$ 65.00
3128	PETERSON, WILLIAM	9/7/2017	FB 9/8/17	FB REF 9/8/17	0	\$ 80.00
3129	STAINIGER, GREG	9/7/2017	FB 9/8/17	FB REF 9/8/17	0	\$ 80.00
3130	Steinberg, Jamie	9/7/2017	FB 9/8/17	FB REF 9/8/17	0	\$ 80.00
3131	MN PEIP	9/8/2017	627750	Medical Insurance - October 2017	0	\$ 12,590.34
	MN PEIP	9/8/2017	627750	Medical Insurance - October 2017	0	\$ 104,276.22

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September 18, 2017
Payable Summary

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
3132	Select Account	9/11/2017	38500895	Medical FSA: 09/02/2017 - 9/11/2017		0 \$ 2,602.84
3133	Academic Planners Plus	9/12/2017	P144	PLANNERS FOR 6TH-8TH GRADE	3001800002	\$ 687.00
3134	ALL SEASON EQUIPMENT INC	9/12/2017		1005 Toro Mower Parts		0 \$ 22.00
3135	DELTA EDUCATION	9/12/2017	2.02501E+11	Butterfly Habitats for Grade	1301800007	\$ 156.58
					1	
3136	EWALD ENTERPRISES	9/12/2017		4846 WEE; Door Installation		0 \$ 243.00
	EWALD ENTERPRISES	9/12/2017		4846 WEE; Door Installation		0 \$ 154.20
	EWALD ENTERPRISES	9/12/2017		4857 12 Volt Battery		0 \$ 306.00
	EWALD ENTERPRISES	9/12/2017		4854 Reorder Fob's	8101800034	\$ 300.00
	EWALD ENTERPRISES	9/12/2017		4854 Reorder Fob's	8101800034	\$ 300.00
3137	Falls Advanced Chiropractic Cent	9/12/2017		80817 Employee DOT Physicals (RF, KM, NO)		0 \$ 340.00
3138	FRIENDS GARBAGE SERVICE, LLC	9/12/2017		9086155 Garbage Pickups	8101800005	\$ 1,976.72
3139	HILLYARD HUTCHINSON	9/12/2017		602668307 Operating supplies for FHS	8101800031	\$ 26.91
	HILLYARD HUTCHINSON	9/12/2017		602664729 Operating supplies for FHS	8101800031	\$ 708.10
3140	HOUCHEM BINDERY LTD	9/12/2017		234288 Textbook Rebinding	3001800015	\$ 56.50
3141	INDUSTRIAL LUBRICANT COMPAN	9/12/2017	M15294-IN	10w-30 motor oil	7601800008	\$ 523.30
3142	KANNON COMMUNICATIONS	9/12/2017		4208 First Class Host	6051800028	\$ 3,000.00
3143	LVC Companies Inc	9/12/2017	SOI.136767	Semi-Annual fire inspection and maintenance for Kitchen, Metal shop and wood shop	8101800035	\$ 871.25
3144	MCGRAW HILL COMPANIES	9/12/2017		98962879001 Additional Math Workbooks	1301800013	\$ 814.52
3145	MENARDS	9/12/2017		99878 FHS; Maintenance Supplies		0 \$ 58.30
	MENARDS	9/12/2017		99998 FHS; Urethane		0 \$ 17.94
	MENARDS	9/12/2017		99948 FHS; Nuts & Washers		0 \$ 64.77
	MENARDS	9/12/2017		99556 FHS; Fence Posts		0 \$ 46.37
	MENARDS	9/12/2017		99316 Shelf Rack		0 \$ 77.99
	MENARDS	9/12/2017		99263 FHS; Cement Patch		0 \$ 90.81
	MENARDS	9/12/2017		98915 FES; Wrench		0 \$ 2.78
	MENARDS	9/12/2017		98928 Arena; Filter		0 \$ 14.34
	MENARDS	9/12/2017		99023 Arena; Clamp Lamp		0 \$ 27.73

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September 18, 2017
Payable Summary

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	MENARDS	9/12/2017	99239	FHS; Storage Rack	0	\$ 83.96
3145	MENARDS	9/12/2017	99077	FHS; Yard Maint	0	\$ 10.17
	MENARDS	9/12/2017	99087	FHS; Wainscot	0	\$ 27.27
	MENARDS	9/12/2017	98992	FHS; Light & Tape	0	\$ 112.84
	MENARDS	9/12/2017	230	FHS; White Melamine	0	\$ 44.12
3146	MIDCONTINENT COMMUNICATIO	9/12/2017	82717	ALC Phone & Data	3001800008	\$ 166.57
3147	MN ENERGY RESOURCES CORP	9/12/2017	083017A	Arena; Natural Gas Services	8101800004	\$ 128.24
	MN ENERGY RESOURCES CORP	9/12/2017	83017	Arena; Natural Gas Services	8101800004	\$ 953.93
	MN ENERGY RESOURCES CORP	9/12/2017	090117F	FES; Natural Gas Services	8101800004	\$ 289.96
	MN ENERGY RESOURCES CORP	9/12/2017	090617FHS	FHS; Natural Gas Services	8101800004	\$ 264.51
	MN ENERGY RESOURCES CORP	9/12/2017	090617FHS	FHS; Natural Gas Services	8101800004	\$ 88.17
	MN ENERGY RESOURCES CORP	9/12/2017	90517	FES; Natural Gas Services	8101800004	\$ 176.34
3148	MR FAITH SOUND & LIGHT INC	9/12/2017	72717	PALS Dance Sessions, July 27 and August 24, 2017	5001800006	\$ 918.50
	MR FAITH SOUND & LIGHT INC	9/12/2017	82417	PALS Dance Sessions, August 24, 2017	5001800006	\$ 608.39
3149	NAPA FALLS SUPPLY	9/12/2017	773627	Oil	0	\$ 17.56
3150	OFFICE DEPOT	9/12/2017	9.5243E+11	Guidance Office Printer Cartridges	3001800011	\$ 270.31
	OFFICE DEPOT	9/12/2017	9.56524E+11	TAPE/STAPLES/PENCILS	3001800014	\$ 38.70
	OFFICE DEPOT	9/12/2017	9.56524E+11	TAPE	3001800014	\$ 103.08
3151	ROCHESTER TELECOM SYSTEMS II	9/12/2017	82217	Long Distance Phone Calls	8101800020	\$ 30.06
	ROCHESTER TELECOM SYSTEMS II	9/12/2017	82217	Long Distance Phone Calls	8101800020	\$ 30.06
3152	SCHOOL SPECIALTY	9/12/2017	2.08119E+11	Graph Paper	2561800006	\$ 105.20
3153	SUPER ONE	9/12/2017	82917	PALS Supplies	5001800004	\$ 23.76
	SUPER ONE	9/12/2017	90617	FHS; Foodservice Supplies	0	\$ 15.81
3154	SUPREME SCHOOL SUPPLY	9/12/2017	70559	FES Supplies	1301800000	\$ 171.21
	SUPREME SCHOOL SUPPLY	9/12/2017	71676	Teacher Lesson Plan/Record Books	3001800010	\$ 370.92
3155	Thompson, Sara	9/12/2017	90117	P & I Grant Marketing Consultant	7901800000	\$ 1,160.00
3156	UNITED TRUCK BODY	9/12/2017	525580	Bus body parts	7601800011	\$ 1,919.02
3157	UP NORTH BUILDERS INC	9/12/2017	2956	Fix bad spots in FES	8101800032	\$ 3,684.00

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September 18, 2017
 Payable Summary

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
				playground		
3158	XEROX CORP	9/12/2017	90391926	FHS Copy Machine Rental	1101800007	\$ 478.09
	XEROX CORP	9/12/2017	90391925	FES Copy Machine Rental	1101800007	\$ 478.09
3159	CASTAGNERI, PAT	9/11/2017	VB 9/11/17	VB REF 9/11/17	0	\$ 193.71
3160	ELLIS, JILL	9/11/2017	VB 9/11/17	VB REF 9/11/17	0	\$ 85.00
3161	KOOCHICHING COUNTY	9/11/2017	Notary 9/7/2017	RECORD NOTARY WITH KOOCHICHING COUNTY	0	\$ 20.00
171800181	Amundsen, Amy	8/31/2017	G SWIM 8/31/17	G SWIM OFFICIAL 8/31/17	0	\$ 80.00
201700110-	BMO	9/3/2017		See Detailed Report	0	\$ 13,970.60
201700155	BMO					
TOTAL						\$ 531,087.69

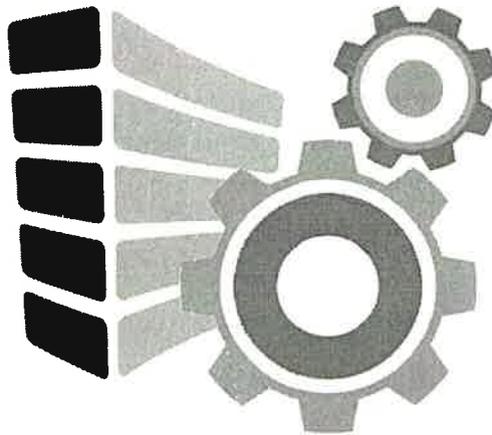


SUPPORT PLAN

Prepared for: Int'l Falls School-ISD #361

Prepared By: Rosie Berg

Date: August 21, 2017



Support Plan

Scope and Definition of Support Services

Selected Plan: Full Service 8am to 5 pm, Monday-Friday Plan with 3 hour Onsite Response for Major Failures

Customer #58066

International Falls School—ISD #361
1515 11th Street
International Falls, MN 56649

Term of Support: 1 Year – Effective Date: August 28th, 2017



Covered Equipment

A list of Equipment to support under this Support Plan can be found in this document under *Support Plan Covered Equipment and Applications List*.

Description of Coverage: Equipment

24x7x365 (24 hours per day, seven days per week, 365 days per year) remote onsite and support for a Major Failure.

8 a.m. -5:00 p.m. Monday thru Friday (local time at the site, excluding Paul Bunyan Communications locally observed holidays) remote and onsite support for a Minor Failure.

Response Objectives

Major Equipment Failure

- Response time within one (1) hour upon receipt of a trouble of a Major Failure by attempting to clear the failure remotely and/or contacting the End-User to begin trouble-shooting the system failure.
- Onsite response within three (3) hours upon receipt of a trouble report of a Major Failure which cannot be resolved by a remote engineer.

Minor Equipment Failure

- Response within eight (8) business hours (Monday through Friday 8 a.m. – 5:00p.m. at the local time at the site excluding Paul Bunyan Communications locally-observed holidays) upon receipt of a trouble report of a Minor Failure by attempting to clear the failure remotely and/or contacting the End-User to begin troubleshooting the system failure.
- Onsite response within the next business day (Monday through Friday 8 a.m. -4:30 p.m. at the local time at the site excluding Paul Bunyan Communications locally-observed holidays) upon receipt of a trouble report of a Minor Failure which cannot be resolved by a remote engineer.

Parts Replacement

- Expedited replacement of defective parts and Materials is included in the Support Plan.

Additional Services

- Network service provider Liaison support: Paul Bunyan Communications will communicate and cooperate with the End-Users network service provider to determine the source of Equipment failure (when applicable).
- Clock will be changed remotely twice per year (when applicable) at the End-User's request.
- Preventive Maintenance checks will be performed twice annually.

Requirements

Equipment listed on the attached Support Plan Covered Equipment and Applications list must be properly connected (when applicable) to a modem. Please initial your agreement to provide a dedicated central office business line and dial in phone number and grant access to equipment by providing required access codes or password. _____



Price of Support Support Plan Covered Equipment and Applications List

Date: August 28th, 2017

Contract Number:

Customer: International Falls School- ISD #361

Items Covered

International Falls Elementary School phones and system

International Falls High School Phones and System

Total Contract 1 Year	\$6,010.00
Exclusive of Taxes	

Maintenance agreement will cover listed materials. Paul Bunyan will try to repair equipment before replacing it. Failures caused by acts of nature or end user misuse of equipment will not be covered under this agreement.

Exclusions from Coverage

The maintenance service to be provided does not include labor or parts for repairs made necessary by damage from any cause beyond the control of PBC, including but not limited to:

Damage due to customer attempted repair, dirt grease, fire, water, storm, burglary, power line variations, accident, negligence or abuse. The equipment is not covered if it is used in a manner other than was intended by the manufacturer. PBC will not be responsible for collection from insurance companies.

The agreement becomes invalid if the equipment is repaired by any person other than an authorized PBC representative.



Paul Bunyan
COMMUNICATIONS

POWERED BY
GIGAZONE

1831 ANNE ST. NW
BEMIDJI, MN 56601
PAULBUNYAN.NET

PHONE 218.444.1234
TOLL FREE 888.586.3100
FAX 218.444.1121

Payment Method: International Falls Schools –ISD #361

Monthly (on phone bill)

Quarterly (Separate Invoice)

Annually (Separate Invoice)

PAUL BUNYAN COMMUNICATIONS:

Dated: _____

By: _____

Its: _____

CUSTOMER:

Dated: _____

By: _____

Its: _____

Customer Billing Information:

Name

Name

Address

Address

Address

Address

City, State, Zip

City, State, Zip

Telephone Number

Telephone Number

E-Mail Address

E-Mail Address

Tracy Duhant
1208 6th Street #9
International Falls, MN 56649
218-240-1193
tduhant@yahoo.com

09/06/2017

Kevin Grover
Superintendent
Independent School District #361
1515 11th Street
International Falls, MN 56649

Dear Mr. Grover:

I am writing to announce my resignation from Special Education/Indian Education at ISD #361, effective September 15, 2017. I have enjoyed my time working with the youth in this district very much and will be forever grateful for the opportunity. I would like to continue working with the P&I program as youth group leader at this time. I apologize for not giving the full 2 weeks but I am needed on September 18, 2017 in my new position. Once again I thank you.

Sincerely,

A handwritten signature in black ink that reads "Tracy Duhant". The signature is written in a cursive style with a large, sweeping initial "T".

Tracy Duhant

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
NORTHLAND COUNSELING CENTER AND INDEPENDENT SCHOOL DISTRICT
361**

This Agreement is entered into by and between Independent School District #361, International Falls, MN (hereafter District) and Northland Counseling Center, Inc. 900 5th St. Suite 305, International Falls, MN 56649 (hereafter “Contractor”).

RECITALS

The parties hereto recite and declare:

- A. The **District** is a legal entity created and established pursuant to Minn. Stat. 471.51 having the status of an independent school district with a purpose and mission to provide services and programs within the geographical limits and boundaries of its members.
- B. **Contractor** is a provider of mental health and related services under the Minnesota Department of Human Services CTSS (Children’s Therapeutic Support Service) certification.
- C. The **District** desires to purchase the services of Contractor for Mental Health services and supports to students and indirect/consultative support into planning pre-interventions;
- D. **Contractor** is duly qualified to provide the desired services.
- E. The parties desire to set forth the terms and conditions of their relationship in written form.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the District, and the Contractor agree as follows:

1. TERM AND COST OF THE AGREEMENT

This contract shall be in effect from the date of execution by all parties, or from commencement of services hereunder, whichever is first, and shall continue in effect until July 30, 2018. All of the agreed upon services are available to the District at the same rate with or without the service being included in an individual educational plan.

Diagnostic Assessment: Diagnostic Assessments will be provided outside of the Individual Education Plan and will be third party billed directly by the Contractor of the service. If a student has no insurance and the school requests a diagnostic assessment be provided as part of a student’s Individual Education Plan the rates are:

Standard: 160.00

Extended: 400.00 (for children birth-age 3)

Psychotherapy: The hourly rates for psychotherapy services that are provided as part of a student's Individual Education Plan are:

Individual: 126.40 per hour

Group: 62.40 per student / per group session.

Crisis: 160.00 per hour

Indirect and Consultative Support to Intervention Teams and Special Education

Staff: The hourly rate for mental health professional consultation is 96.00. The hourly rate for mental health practitioner consultation is 65.00.

Individual Educational Plan Team Meetings: The hourly rate for mental health professional involvement in IEP team meetings is 96.00. The hourly rate for mental health practitioner involvement in IEP team meetings is 65.00.

Skills Training Services: The hourly rates for mental health skills training services that are provided as part of a student's Individual Education Plan are:

Individual: 65.00/ hour or 16.25 / 15 min

Group: 260.00 per hour/ # in group

Crisis Assistance: The rate for crisis assistance services that are provided as part of a student's Individual Education Plan is 16.25 per fifteen (15) minute unit.

Staff Training and In-service: The hourly rate for formal staff training and in-services provided to special education staff by mental health professional is 96.00. The hourly rate for formal staff training and in-services provided to special education staff by mental health practitioner is 65.00.

The cost of this Agreement shall not exceed 15,000. In the event the contract needs to exceed this amount, the District and Contractor will have a formal meeting to review the need.

2. SERVICES TO BE PROVIDED AS PER ATTACHED EXHIBIT(S)

Services shall be provided in accordance with the criteria set forth in the attached exhibits and in accordance with the plan of treatment/IEP. Contractor shall utilize best efforts to:

- a. Provide licensed mental health professionals and qualified mental health practitioners that meet the guidelines of Minnesota Department of Human Services certification for Children's Therapeutic Support Services (CTSS). Upon request by the District, the Contractor will provide license, background and supporting professional and practitioner documentation for Contractor staff working in their District.
- b. Provide appropriate mental health services on a regular basis according to IEP specifications.
- c. Provide appropriate documentation required by the school and facilitate Medical Assistance billing.

- d. Participate in student's IEP meetings and appropriate conferences in person, via computer, or by phone. If the Provider cannot attend an IEP meeting by one of these means, a team member excusal form must be completed and prior written documentation given to the IEP Case Manager.
- e. Reschedule any missed sessions caused by the Contractor. Missed sessions caused by the student/school may be rescheduled if possible.

The Contractor guarantees all data, services and material supplied conform to the District's specifications and against inferiority as to specification, such guarantee shall be unconditional.

3. PAYMENT FOR SERVICES

Payment for services shall be made directly to the Contractor after completion of services upon the presentation of a claim.

If payment under this Agreement is dependent upon the availability of federal, state, District or other funds and such funds are reduced or terminated, this Agreement may be renegotiated or terminated at the sole discretion of the District.

In the event of termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Time is an essential element of this Contract. If the Contractor fails for any reason, excepting delays caused by uncontrollable circumstances to complete installation of all items before the Contract completion date as set forth in Section 2, it is hereby agreed that the District shall have the right to deduct liquidated damages from any money or monies due or coming due to the Contractor. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional cost and inconvenience incurred by the District.

Contractor certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of services and, if the services are being purchased from another public agency, the cost reasonably assignable to such services.

For final payment, Contractor shall comply with all requirements contained in Minnesota Statute. §290.92 regarding the withholding of taxes and wages. Contractor shall submit documentation of compliance with its claim for final payment. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement (Form IC-134). Contractor is not entitled to final payment until such documentation is submitted.

4. BONDS

If required and contemporaneous with the execution of this Agreement, Contractor agrees to provide payment and performance bond for the District pursuant to Minnesota Statute §§375.21 & 574.26 and in equal to or greater than the Contract amount. Said bonds shall guarantee the faithful performance of all obligations required of Contractor under terms of this Contract, including payment of labor and material.

5. INDEPENDENT CONTRACTOR

- A. Contractor is to be and shall remain an independent contractor with respect to any and all work performed under this Contract. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with the Contractor. No tenure or any rights including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available Contractor's employees, including indemnification for third party personal injury/property damage claims, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- B. Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or other, will be made from the payments due Contractor and it is Contractor's sole obligation to comply with all federal and state tax laws.
- C. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified in this Agreement.
- D. Contractor is responsible for hiring sufficient workers to perform the services required by this Agreement and withholding taxes and paying all other employment tax obligation on their behalf.
- E. The Contractor is solely responsible for supervision, control and direction of the Contract personnel utilized to provide the services under this agreement.

6. INDEMNIFICATION AND INSURANCE

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the District's and the Contractor's liability shall be limited by the provisions of Minnesota Statute § 466 and/or other applicable law.

Contractor further agrees that in order to protect itself as well as the District under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force liability limits in compliance with Minnesota Statutes, Section 466 or:

- A. Commercial General Liability Insurance Policy with minimum limits of \$1,500,000 combined single limit (CSL), with coverage pertaining premise operations. In the event Combined Single Limits Coverage is not secured by the Contractor, the minimum limits apply:
 - \$3,000,000 Aggregate
 - \$2,000,000 Each Occurrence
- B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$2,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident.
- C. Professional Liability Insurance (when required) the following minimum limits apply:
 - \$3,000,000 Aggregate
 - \$2,000,000 Each Occurrence
- D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.
- E. Worker's Compensation Insurance.
- F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the District with an original Certificate of Insurance listing the District as an "Additional Insured" in all coverage areas except Worker's Compensation and Professional Liability.

7. DATA PRIVACY/DATA OWNERSHIP

A. Data Practices.

All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of Contractor because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules promulgated pursuant to Chapter 13 and the Federal Health Insurance Portability and Accountability Act (45 C.F.R. §§160,162,164) The Contractor will be responsible for release of all data under this Agreement and will abide by all governing State and Federal laws.

B. Health Insurance Portability and Accountability Act (HIPAA – 45 C.F.R. §§160,162,164)

If under this Agreement the exchange of Protected Health Information in any form is anticipated the Contractor shall comply with all regulatory obligations

including signing any required agreements (e.g., Business Associate Agreement). Such Agreements shall be attached to and incorporated into this Agreement.

- C. Release.
No educational data may be released by the Contractor to a third party without the express consent of the District's representative as indicated below – this includes any media relations.
- D. Ownership.
Ownership of all data prepared by the Contractor for the District under this contract, whether having commercial value or not shall be co-owned by the Contractor and the District. Any reports, studies, photographs, negatives or other documents or any other form of data prepared by the Contractor in the performance of its obligations under this contract shall be maintained by the Contractor as part of the mental health records and by the District as part of the IEP records. Contractor shall not use, allow, or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the District.

8. RECORDS: AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute §16C.05, subd. 5, the Contractor agrees that the District, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement. Any educational data may be retained for a longer period, as the District may determine in accordance with applicable law and policy.

9. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control.
- B. Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

10. DEFAULT AND CANCELLATION

- A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Contractor's default is excused by the District,

the District may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated in (10 B.) below.

- B. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.
- C. Unless Contractor's default is excused under the terms of this Contract the District may recover from Contractor such damages as it may sustained by reason of additional administrative costs, expenses of re-awarding the contract and other damages sustained by the District by reason of delay, price changes, loss of other contracts, loss of income, inability of the District to fulfill other contracts, loss of other benefits of this Contract and any other damages directly or consequently arising out of this Contract or failure to perform the same by Contractor.
- D. Representatives for each of the parties to this Agreement are as listed below:

District
Kevin Grover, Superintendent
ISD #361
1515 11th Street
International Falls, MN 556649

Contractor
Dr. Willard Johnson, Director
Northland Counseling Center
900 5th St Suite 305
Int'l Falls, MN 56649

- E. The District and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable efforts to mitigate its effects.

11. SUBCONTRACTING AND ASSIGNMENT

- A. Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of the District and subject to such conditions and provisions as the District may deem necessary. The Contractor shall be responsible for the performance of all Subcontracts. Any agreement between the Contractor and any subcontractor shall obligate the subcontractor with the general terms of this Contract.
- B. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors.

12. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be

otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

13. HEALTH AND SAFETY

The Contractor shall be solely responsible for the health and safety of its employees and subcontractor's employees in connection with the services performed in accordance with this Agreement. The Contractor shall ensure that all employees, including those of all subcontractors, have received training required to properly and safely perform services outlined in this Agreement. Such training is to include, but not be limited to, all applicable sections of the State and Federal Occupation, Safety and Health Administration (OSHA) laws, Superfund Amendments and Reauthorization Act (SARA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Uniform fire Code and/or any other applicable health and safety regulations. Upon the request of the District, the Contractor shall provide copies of any licenses and/or training records for Contractor and/or Contractor's employees or subcontractor's employees who perform services pursuant to this Agreement.

14. NONWAIVER, SEVERABILITY & APPLICABLE LAWS

A. Nonwaiver.

Nothing in this Agreement shall constitute a waiver by the District of any statute of limitations or exceptions on liability. If the District does not enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

B. Severability.

If any part of this Agreement is rendered void, invalid or unenforceable, by a court of competent jurisdiction, such rendering shall not affect the remainder of this Agreement unless it shall substantially impair the value of the entire Agreement with respect to either party. The parties agree to substitute for the invalid provision a valid provision that most closely approximates the intent of the invalid provision.

C. Applicable Laws.

The Laws of the State of Minnesota shall apply to this Agreement. The Contractor shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.

15. SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. THIRD PARTIES

This Agreement does not create any rights, claims or benefits inuring to any person that is not a party hereto nor create or establish any third party beneficiary.

17. CONFLICT OF INTEREST

Contractor agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, partnership, corporation, government, governmental unit or any other organization that would create a conflict of interest in the performance of its obligations under this Contract.

District and Contractor, having signed this Agreement and pursuant to the proper District and Contractor officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein and attached.

Northland Counseling Center, Inc.

ISD #361

Director

Adevin Moore

Superintendent

Date

8-22-17

Date

TEACHER CONTRACT FOR MINNESOTA PUBLIC SCHOOL DISTRICTS

The School Board of Independent School District No. 361 of the State of Minnesota, International Falls, Minnesota, enters into this Contract, pursuant to M.S. 122A.40, as amended, with Ariana A. Cipriano, a legally qualified licensed teacher who agrees to teach in the public schools of said District as Elementary Title I and Computers Teacher for the school year 2017 to 2018.

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

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

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

Table with 2 columns: Additional Service, Additional Compensation. Rows 1, 2, 3 with blank lines for input.

- 7. In consideration thereof, the School Board agrees to pay said teacher the following annual salary:
\$ 30,366.18 For basic services
\$ For additional services as set forth in paragraph 6.
\$ 30,366.18 Total salary, exclusive of fringe benefits

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

IN WITNESS WHEREOF, I have subscribed my signature this 23 day of August, 2017.

Handwritten signature of the teacher and a horizontal line below it.

Teacher

IN WITNESS WHEREOF, we have subscribed our signatures this ___ day of ___, 20__.

Horizontal line for School Board Chair signature.

School Board Chair

Horizontal line for School Board Clerk signature.

School Board Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA**

AND

**EDUCATION MINNESOTA
INTERNATIONAL FALLS LOCAL #331**

AGREEMENT FOR CONDITIONS OF EMPLOYMENT

~~2015-2017~~2017 - 2019

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INDEPENDENT SCHOOL DISTRICT NO. 361

INTERNATIONAL FALLS, MINNESOTA

AGREEMENT

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 District, and the A.F.L.-C.I.O., A.F.T. - NEA, Education Minnesota, Local #331 hereinafter referred to as Exclusive Representative, 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. ~~of 1971~~, to provide the terms and conditions of employment for teachers during the duration of this Agreement.

ARTICLE II RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A. ~~of 1971~~, the School District recognizes A.F.L.-C.I.O., A.F.T. - NEA, Education Minnesota, Local #331 as the exclusive representative of teachers employed by the School District of Independent School District No. 361, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. ~~of 1971~~ and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The exclusive representative shall represent all the teachers of the District as defined in this agreement and in said Act.

ARTICLE III DEFINITIONS

Section 1. Terms and Conditions of Employment: Shall mean the hours of employment, the compensation therefore, and economic aspects relating to employment, but does not mean educational policies of the School District.

Section 2. Teacher: The term "teacher" shall mean all persons in the appropriate unit as defined by P.E.L.R.A. employed by the School District in a position for which the person must be licensed by the State of Minnesota; but shall not include Superintendent, Assistant Superintendent, Principals and Assistant Principals who devote more than 50% of their time to administrative or supervisory duties, confidential employees, supervisory employees, essential employees, and such other employees excluded by law.

Section 3. School District: For purposes of administering this agreement, the term "School District" shall mean the School Board or its designated representatives.

Section 4. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV SCHOOL BOARD RIGHTS

Section 1. Inherent Managerial Rights: The exclusive representative recognizes that the School Board is not required to meet and negotiate on those matters of inherent managerial policy defined ~~in the by~~ P.E.L.R.A. ~~of 1971, Section 6, Subdivision 1.~~

Section 2. Effect of Laws, Rules and Regulations: The exclusive representative recognizes that the School Board, all employees covered by this Agreement, and all provisions of 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 Agencies. The exclusive representative further recognizes that the School Board must reserve to itself those rights and powers specifically given to it by such laws, rules and regulations.

ARTICLE V
TEACHER RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any teacher or his/her 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 exclusive representative if there be one; nor shall it be construed to require any teacher to perform labor or services against his/her will.

Section 2. Right to Join: Teachers shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Teachers in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such teachers with the School Board of such unit.

Section 3. Request for Dues Check Off: Teachers shall have the right to request and be allowed dues check off for the teacher organization named as exclusive representative, provided that dues check off and the proceeds thereof shall not be allowed by any teacher organization that has lost its right to dues check off pursuant to P.E.L.R.A. ~~of 1974~~. Upon receipt of a properly executed authorization card of the teacher involved, the School District will deduct from the teacher's paycheck the dues that the teacher has agreed to pay to the teacher organization during the period provided in said authorization.

Section 4. Access to membership lists: By October 1st of each school year or upon request, the District shall provide in electronic form to the Union President the name, email address, full-time equivalency (FTE) worksite location(s), and teaching assignment(s) of all bargaining unit members currently employed.

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Section 5. Access to worksites: Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, and hold meetings. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities.

Section 6. Maintenance of Membership: Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union. This authorization must be in writing and forwarded to the Payroll Office not less than two (2) weeks before the payday when it is to become effective. The District agrees to implement all the terms of dues-checkoff authorizations submitted to the District by the Union and agreed to by the Employee. The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in

the authorization. Cancellation of authorization by a bargaining unit member must be done prior to October 1st for the current contract year. Cancellation must be in writing and forwarded to the Payroll Office and Union President. Initial authorization has current school year deduction amounts, but also acknowledges that the District will update deduction amounts annually with values presented by the Union Treasure to the District Payroll Office for the current contract year.

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ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY

Section 1. ~~2015-16~~2017 - 2018-Salary Schedule: The wages and salaries reflected in Schedule "A", attached hereto, shall be a part of the agreement for the ~~2015-16~~2017 - 2018 school year.

Section 2. ~~2016-17~~2018 - 2019 Salary Schedule: The wages and salaries reflected in Schedule "B", attached hereto, shall be part of the agreement for the ~~2016-2017~~2018 - 2019 school year.

Section 3. Vacancy Posting: All vacant positions covered under this agreement for conditions of employment and/or positions remaining on the teachers' seniority list shall be posted on the school website and Local 331 members notified by district email no less than two (2) weeks prior to the position's advertised application deadline.

Section 4. Status of Salary Schedule: The salary schedules are not to be construed as a part of the teacher's continuing contract and the School Board reserves the right of withholding increments if a teacher serves for less than .5 FTE of the preceding school year and to make other exceptions under powers granted to them in the Minnesota Statutes.

Section 5. Placement on Salary Schedule: The following rules shall be applicable in determining placement of a teacher on the appropriate salary schedule:

Subd. 1. Grades and Credits: Effective for all courses taken after September 1, 2004, to apply to the salary schedule each block of 10 semester hours of credit beyond the Bachelors Degree with a grade of "B" or better which are earned at an accredited degree-granting institution will be cause for a salary schedule adjustment.

A. Quarter hour credits will be converted to semester hour credits by dividing the quarter hour credit by 1.5. The quotient will be the equivalent number of semester hours achieved.

Subd. 2. Limitation:

A. A maximum of twenty (20) semester credits that apply to lane changes for the BA+10, BA+20, BA+30, BA+40 may be from the areas of:

- | | |
|--------------------------|-------------------------|
| 1. Education | 4. Technology |
| 2. Psychology | 5. Vocational Education |
| 3. Guidance & Counseling | 6. Special Education |

All other credits must be in the teacher's subject area. The Superintendent shall determine if credits are in the subject field.

_____B. All credits for lane change beyond BA+20 must be graduate credits; however, the Superintendent may approve undergraduate credits. Effective for all courses taken after September 1, 2004, all credits for lane change must be graduate credits. However, the Superintendent may give prior approval to undergraduate credits.

C. Required courses in a college or university graduate program leading to a Masters Degree in the teaching subject area or a Masters of Education degree with a concentration in the teaching subject area are considered approved for these salary lanes. For high school teachers the masters must be in the teaching subject area or a Masters of Education degree with ~~16-18~~ additional credits in the teaching subject area. [High School teachers working towards a Masters of Education degree will earn salary \(lane\) advancement for attaining BA+10, BA+20, and BA+30 but will not get final salary \(lane\) advancement to Master's degree until 18 credits in teaching subject area are completed.](#)

D. Credits for lane change for the MA+10, MA+20, and MA+ 30 may have a maximum of thirteen and one-third (13.33) credits in:

- | | |
|--------------------------|-------------------------|
| 1. Education | 4. Technology |
| 2. Psychology | 5. Vocational Education |
| 3. Guidance & Counseling | 6. Special Education |

All other credits must be in the teacher's subject area. The Superintendent shall determine if credits are in the subject field.

E. Any credit for courses required for re-licensure by the State Board of Teaching is acceptable for lane changes.

_____F. Under special circumstances, and by prior written approval by the Superintendent, any course or workshop given for college credit may be applied.

_____G. If undergraduate classes are taken for a new licensure area requested by the School District, said classes will be categorized as 'subject' classes and allowable towards a lane change.

_____H. Workshop hours will be creditable towards a lane change as follows:

1. 9.75 hours of approved workshop time will equal 1 semester credit toward a lane change.
2. Attendance will be taken at all workshops approved for credit for lane change.
3. It will be the responsibility of licensed staff members to personally record dates and hours of all workshops attended which are approved for credit for lane change.
4. Workshops paid for by the district shall not apply to lane changes unless approved in advance by the Superintendent.

Subd. 3. Effective Date: Individual contracts will be modified to reflect qualified lane changes twice each year, providing a transcript of qualified credits or evidence of course completion as provided by the college or university is submitted to the Superintendent's office no later than August 31st and/or February 28th of each school year. Credits submitted by transcript after August 31st will be held until February 28th. Credits submitted after February 28th, even though otherwise qualifying, shall not be considered until the following year.

Subd. 4. Prior Experience: A teacher who has had experience in other school systems will have initial placement on the salary schedule as agreed between the School Board and teacher.

Subd. 5. Payment of Present Salary: The rules contained herein relating to the application of credits on the salary schedule shall not deprive any teacher of any salary schedule placement already recognized and actually being paid.

Section 6. Licenses:

Subd. 1. Beginning with July 1, 2000, teachers hired must maintain license(s) currently held when employed for five (5) years from date of employment. Beginning with July 1, 2013, teachers hired must maintain license(s) currently held when employed.

Subd. 2. Teachers must notify the superintendent in writing of any new subject areas of licensure prior to March 1 for them to take effect for the following school year teaching assignments, with copy of notice to be provided to the Local 331 president by the teacher.

Subd. 3. Teachers must notify the superintendent in writing by December 15 of any intention to drop an area of licensure for the following school year, with copy of said notice to be provided to the Local 331 president by the teacher. Failure to do so will be considered a violation of contract and will result in a contract reduction equivalent to the amount of contract relating to the relinquished license. For teachers hired on or after July 1, 2013 dropping a license will be considered a violation of contract and will result in termination. No teacher shall be permitted to drop a license if said action would result in another teacher being placed on un-requested leave of absence by the District.

Subd. 4. Additional licenses acquired while on un-requested leave of absence shall not be used to place a currently employed teacher on un-requested leave of absence.

Subd. 5. Middle level licenses will be recognized for stranding and assignment if license holder also holds a regular permanent secondary license in discipline area. Teachers who were employed by the district and held a middle level license prior to September 1, 2006 will be exempt from the permanent license in the discipline area requirement.

Subd. 6. A teacher who obtains a vocational license will receive a stipend of \$2000 and be reimbursed for the cost of the portfolio component and the cost of the license fee upon verification of the vocational license and submission of receipts. Cost of the class credits will be borne by the employee if being submitted for lane change. If employee is not utilizing credits for lane change the district will reimburse cost of said credits upon submission of license and receipts.

Subd. 7. A teacher on special assignment shall be required to have a MDE teaching license when covering the following assignments: Dean of Students, Activities/Athletic Director, Curriculum Coordinator, Technology Integrationist, Peer Reviewers along with assignments as designated by the Board of Education.

ARTICLE VII

EXTRA COMPENSATION

Section 1. Athletic Activities Schedule: The stipends reflected in the Schedule "C" attached hereto, shall be a part of this agreement for 2015-16 and 2016-17.

Subd. 1. Vacant Schedule "C" positions shall be posted to the district's website and Local 331 members notified by the District email no less than two (2) weeks prior to being filled.

Subd. 2. Local 331 members shall be given priority consideration when filling vacant Schedule "C" positions. All Schedule "C" hiring decisions shall be the sole authority of the School Board whose decisions shall be final.

Section 2. Non-Athletic Activities Schedule: The stipends reflected in the Schedule "D" attached hereto, shall be a part of this agreement for 2015-16 and 2016-17.

Subd. 1. Vacant Schedule "D" positions shall be posted on the district's website and Local 331 members notified by the District email no less than two (2) weeks prior to being filled.

Subd. 2. Local 331 members shall be given priority consideration when filling vacant Schedule "D" positions. All Schedule "D" hiring decisions shall be the sole authority of the School Board whose decisions shall be final.

Section 3: Travel Compensation:

Subd. 1. Teachers who may be requested to use their own automobile in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the maximum allowable rate as set by the Internal Revenue Service. Teachers who are assigned to more than one school per day on a daily basis shall be paid for all such travel using the formula (number of reassignments per day) multiplied by (maximum IRS allowable rate) multiplied by days of required travel. ~~Teachers will submit reimbursement request by January 10th for reimbursement of travel during September through December and on the last day of the school year for travel during January to the last day of school. Teachers will submit reimbursement request by the 10th of the month for the prior month. Teachers employed during the summer months will submit June reimbursement requests by July 15th and July/August reimbursement requests by September 15th.~~ All other payments for travel compensation shall be paid in a timely fashion upon the submission of an appropriate voucher.

Subd. 2. The same allowance shall be given for use of personal cars for field trips or other business of the District ~~when a school vehicle is not available. Employees choosing to use their own vehicle when a school vehicle is available will be paid the IRS mileage rate less 15 cents per mile.~~

Section 4. Summer In-Service Training:

Subd. 1. In-District Summer In-Service Training: All authorized summer in-service training will be compensated at the hourly rate specified on Schedule D as the Non-Teaching Assignment rate. The Superintendent may authorize a higher rate of pay for unusual circumstances or responsibilities.

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Section 5. Summer School Teaching: Teachers accepting an assignment to teach a summer school class, course or program that results in a student transcript entry, or as part of a special education student's IEP shall be compensated equal to 1/188 of the teacher's annual salary prorated FTE per day for the summer school assignment.

Section 6: Non-Teaching Assignments Teachers who are employed for duties outside of their regular assignment beyond the school year shall be compensated at the rate as reflected in Schedule "D", attached hereto.

Section 7. Extended Time: Teachers who are employed for duties in the capacity of their regular assignment beyond the school year shall be compensated at the daily rate equal to 1/188 of the teacher's annual salary. This compensation does not include those areas covered in Sections 1, 2, 3, and 4.

Section 8. Telecommunications Teaching:

Subd. 1. Participation in telecommunications teaching shall be by mutual consent of the teacher and the school district.

Subd. 2. The participating teacher and the school district shall retain shared rights to all materials developed in the process of telecommunications teaching.

Subd. 3. Video tapes or other records of telecommunications teaching may only be used for purposes of make-up work for learners who missed class and shall be retained only for a time period deemed appropriate by the school district and telecommunications teacher.

Subd. 4. In cases whereby telecommunication or digital learning is in cooperation with another institution, intellectual property rights will be determined to be mutually shared by the two institutions and the teacher, except in those cases whereby the post-secondary institution must sustain intellectual property rights by statute. In exceptions intellectual property rights will be clearly present in the contract between the institutions and the teacher may accept or reject the assignment if such agreement is not satisfactory to the teacher.

Section 9. Exchange Time: Teachers will accumulate exchange time for participation, upon Superintendent's prior approval, at meetings beyond the school day. An additional, paid, personal leave day will be granted for eight (8) hours of accumulated exchange time to be used in the same school year earned. "Exchange time" under this section does not include Article XI, Section 3 "Additional Activities" in this Agreement.

Section 10. Curriculum Development Pay: Teachers authorized to develop curriculum outside of the school day or school year shall be compensated at the Schedule "D" non-instructional hourly rate.

Section 11: Adjunct Teaching: Members of the bargaining unit accepting teaching assignments in another district, post-secondary institution, or consortia of which the district is a member, shall have all FTE calculation, compensation and benefits calculated in the same manner as would be the case if the instruction was delivered within ISD 361 or according to the institution in which the instruction is delivered, whichever compensation is greater. Adjunct teaching in all cases shall be considered voluntary by the teacher and shall not be subject to application of Strand Decision relative to re-

alignment of faculty for purposes of determining Un-requested Leaves of Absence. A teacher accepting an adjunct assignment shall perform services under the policies of the adjunct district or organization. However, all personnel records, evaluations, and personnel data resulting from the adjunct assignment and relative to the teacher shall be maintained exclusively by ISD 361.

Section 12: On-Line Teaching: Teacher's accepting an online teaching assignment shall be compensated in the same manner as teachers being compensated for traditional teaching assignments. This would include teaching online courses as part of the regularly assigned FTE, and in calculation of overload assignments. Online teaching assignments shall be offered to and accepted by teachers who have completed online instruction training, and shall not be subject to the application of the Strand Decision as this applies to re-alignment for purposes of determining placement on Un-requested Leaves of Absence. Online teacher training shall be provided by the district in cooperation with the District's online learning consortium partner. Actual training costs shall be paid by the district, with any and all credits resulting from such training to be unavailable for use in credit calculations for lane advancement.

Section 13: College in the Schools (CIS) and Concurrent Enrollment Program (CEP)

Subd. 1: CIS and CEP teaching assignments may be assigned to teachers who meet CIS and CEP teaching requirements as established by MnSCU and the University of Minnesota. Teachers given a CIS or CEP teaching assignment shall be compensated in the same manner as teachers being compensated for traditional teaching assignments. This would include teaching CIS or CEP courses as part of the regularly assigned FTE and in calculation of overload assignments. Teachers assigned a CIS or CEP assignment may have a flexible teaching schedule within the basic day. (example: teaching Monday, Tuesday, Thursday, and Friday 4th hour with office hours on Wednesday 4th hour).

Subd. 2: Upon mutual agreement between the Superintendent and teacher, any teacher who is assigned a CEP teaching assignment and is required to obtain credits in order to teach the assignment will receive a stipend under the following schedule .

Teacher unable to move lanes:

1. Actual cost per credit (teacher and superintendent must have agreement on crediting institution and credit amount prior to enrollment and reimbursement request); AND
2. Stipend of \$333.00 per credit

Teacher able to move lanes:

1. Stipend of \$333.00 per credit

Classes qualifying for reimbursement shall be as required by the post-secondary institution sponsoring said concurrent enrollment class and pertinent to the requirements to teach the concurrent enrollment class at Falls High School. Upon completion of the credit teacher must submit copy of paid receipt and a transcript demonstrating successful completion of course in order to receive reimbursement.

Any teacher who accepts reimbursement for credits and/or a stipend shall be obligated to teach Concurrent Enrollment courses upon request for a minimum of five (5) years after the last credit reimbursement/stipend is received. Teacher refusal or voluntary termination of employment within the five (5) years would require all costs reimbursed to district. Any teacher who experiences a major health catastrophe may be exempt from reimbursement requirement. Insertion of any additional lane on Schedules "A" or "B" of the Master Agreement between ISD 361 and Local 331 shall result in the right for employee to repay credit reimbursement received to allow for a lane change.

ARTICLE VIII
GROUP INSURANCE

Section 1. Health and Hospitalization Insurance:

Subd. 1. Single Coverage: The School District shall contribute up to \$576.15 monthly in 2015-16 and 2016-17 toward the premium for individual coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plans. Any additional cost of the premium above single monthly cap shall be borne by the employee and paid by payroll deduction ~~through the district IRS 125 plan.~~

Subd. 2. Family Coverage: The School District shall contribute up to \$1299.19 monthly in 2015-16 and 2016-17 toward the premium for family coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the School District group health and hospitalization plan and who qualify for family coverage. To qualify for family coverage, an employee must have bona fide legal dependents consisting of a spouse or child or both and fill out appropriate paperwork. ~~All employees who seek to qualify for family health and hospitalization coverage shall provide the School District with an affidavit certifying that the employee has a dependent spouse or dependent children or both. A form of this affidavit shall be provided by the School District and it must be returned prior to consideration for family coverage each year.~~ Any additional cost of the premium above family monthly cap shall be borne by the employee and paid by payroll deduction ~~through the district IRS 125 plan.~~

Subd. 3. Spousal/Dependent Coverage: Two employees from one family (spouse or parent and qualifying adult child) who qualify for and are enrolled in ISD 361 group health and hospitalization plan may combine their contract's monthly allowance towards the cost of one family premium. If the cost of the monthly premium is lower than the pooled monthly allowance the school district assumes only the total cost of the insurance premium.

~~Subd. 4. Health and hospitalization benefits as defined in Subd. 1 and Subd. 2 above shall be prorated for part-time teachers based upon FTE. Part-time teachers with a .49 FTE or below shall not be eligible for district portion of health and hospitalization insurance, but may participate in the district's health and hospitalization program at their own expense under eligibility criteria established by the district's health and hospitalization carrier.~~

~~Subd. 4.5. Flex Plan The School District shall contribute \$410 for the 2015-162017 - 2018 and 2016-172018 - 2019 school years to each teacher's IRS 125 Flex Plan.~~

~~Subd. 6. Claims against the School District" The School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to in this agreement and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier. The School District fully accepts its obligation to follow all laws regarding negotiating over health insurance benefits.~~

Section 2. Term Life Insurance: The School District shall pay the total cost of \$50,000 for group term life insurance for ~~2015-162017 - 18~~ and ~~2016-172018 - 19~~ for all full-time teachers. 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. Term life insurance shall not be available to part time teachers with an FTE of .49 or below. Part-time teachers with an FTE of .50 or above but less than 1.0 FTE shall have the district's payment prorated with balance of premium to be the part-time teacher's expense, to be paid through payroll deduction.

Section 3. Dental Insurance:

Subd. 1. Single Coverage: The School District shall contribute the sum of \$27.37 monthly in ~~2015-16~~2017 - 18 and ~~2016-17~~2018 - 19 toward the premium for individual coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the School District group dental plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Subd. 2. Family Coverage: The School District shall contribute the sum of \$68.27 monthly in ~~2015-16~~2017 - 18 and ~~2016-17~~2018 - 19 toward the premium for family coverage for all full-time teachers employed by the School District who qualify for and are enrolled in the School District group dental plan and who qualify for family coverage. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. To qualify for family coverage, an employee must have bona fide legal dependents consisting of a spouse or child or both. All employees who seek to qualify for family coverage shall ~~provide the School District with an affidavit certifying that the employee has a dependent spouse or dependent children or both. The form of this affidavit shall be provided by the School District and it must be returned prior to consideration for family coverage each year.~~ fill out and submit appropriate paperwork.

Subd. 3. Dental benefits as defined in Subd. 1 and Subd. 2 above shall be prorated for part-time teachers based upon FTE. Part-time teachers with an FTE of .49 or below shall not be eligible for district portion of dental insurance, but may participate in the district's dental program at their own expense under eligibility criteria established by the district's dental carrier.

Section 4. Legislative Health Care: Should either the state or federal government pass legislation mandating all employers to participate in a national or statewide health care plan, it is agreed to by the parties to this agreement that the employer contributions for the employees health care that were negotiated into the agreement prior to the passage of such state or federal law, shall continue to be a part of this agreement, but they shall upon the effective date mandating participation in such state or federal law, first be applied to the premium cost of such plan, with any remaining amounts to be used to purchase supplemental coverage for any items covered under the current health care plan, that may not be covered under any state or federal mandated plan. Additional monies that may remain from currently negotiated contributions shall be used to purchase additional benefits to maintain current benefit level, this purchase shall be made by mutual agreement. The monies that remain after the purchase of additional benefits to maintain current benefit levels shall revert to Local 331's escrow account.

ARTICLE IX
POST-EMPLOYMENT COMPENSATION

Section 1. Plan Eligibility

Teachers who were employed on or after July 1, 1990, will only be eligible for post-employment compensation under Section 2, subd. 1 and 2 of Article IX . (Reference Appendix A)

Teachers who were employed before July 1, 1990, and who made a written, irrevocable election by March 31, 2000, to participate solely in the 403(b) Match Plan, will only be eligible for post-employment compensation under Section 2, subd. 1 and 2 of Article IX . (Reference Appendix B)

Section 2. 403(b) Match and Health Care Saving Plan (HCSP)

Subd. 1. 403(b) Match: Teachers who are covered under this section shall receive an annual monetary contribution to a 403(b) deferred compensation fund from the School District according to the schedules below, provided the teacher contributes a like amount of money. Contributions shall be invested each payroll period. Upon receiving the maximum total amount of thirty thousand dollars (\$30,000), the School District contributions shall cease.

403(b) Match Schedule

YEARS OF SERVICE TO THE DISTRICT	DISTRICT'S CONTRIBUTION
*1-3 Years	\$0 (Must qualify)
*4-9 Years	\$1200
*10-16 Years	\$1700
*17+	\$2200

*Contributions will start at the beginning of the year stated in above schedule.

Subd. 2. HCSP: Teachers who are covered under this section, and who have provided the school district with ten (10) years of professional service, shall receive monetary contributions to an individual health care savings plan (HCSP) administered by the Minnesota State Retirement System.

For the purposes of determining years of professional service under this subdivision, any teacher with a .5 FTE or higher in a school year will receive one (1) year of service towards meeting the ten (10) years of service to qualify for the start of annual contributions.

Maximum District Contribution for Teachers hired prior to 7-1-2005 and employed for the 2005-2006 school year: The maximum District contribution to the teacher's health care savings plan (HCSP) will be 100 times the teacher's daily rate of pay based upon the teacher's 2005-2006 step, lane and FTE applied against the 2006-2007 Schedule B salary, or \$30,000 whichever is greater.

Teachers with an FTE equal to or greater than .50 and less than 1.0 will have their FTE calculated by determining their accumulative ten (10) year average FTE upon qualifying for annual contribution. The maximum District contribution to the teacher's health care savings plan (HCSP) will be calculated as 100 times the teacher's daily rate of pay based upon the teacher's 2005-2006 step, lane and accumulative 10 year average FTE applied against the 2006-2007 Schedule B salary, or \$30,000 whichever is greater.

Maximum District Contribution for Teachers hired after July 1, 2005: Any person hired on or after July 1, 2005 will only be eligible for a maximum district contribution of \$30,000 times their accumulative year average FTE calculated upon qualifying for annual contribution.

Annual Contribution: The amount of the annual contribution to the teacher's health savings plan (HCSP) will be calculated by dividing the maximum District contribution amount (as calculated above) by the years of service remaining from the teacher's 11th year of professional service to the District, to the teacher's "Rule of 90" (when the teacher's age plus teacher's TRA service years equals 90). Contributions to the teacher's health savings plan (HCSP) will be made monthly and will begin in September of the teacher's 11th year of professional service to the District, with contributions to be pro-rated based upon teacher's September FTE for that current year. District contributions will cease when the maximum District contribution has been reached, or when the teacher ends TRA service with the District, whichever comes first. Effective July 1, 2008 calculation of annual contribution will employ a maximum of 25 years of projected TRA service or "Rule of 90", whichever occurs first.

Annual Contribution (Employees hired after 7/1/2011): The amount of the annual contribution to the teachers (HCSP) will be calculated by dividing the maximum district contribution amount by 25 after meeting the required 10 years of TRA service to the District.

Contributions to the teachers' health care savings plan (HCSP) will be made each payroll period and will begin starting the first payroll cycle of the teacher's 11th year of TRA service to the school district with contributions to be pro-rated based upon the teacher's September FTE for that current year.

District contributions will cease when the maximum district contribution has been reached or when the teacher ends TRA service with the District, whichever comes first.

Section 43. Post-Employment Medical and Dental Insurance

Subd. 1. Dental Insurance: Teachers who retired at the end of the 2001-2002 school year, or thereafter, and who are eligible to receive annuity payments from a Minnesota public pension plan, and who have provided the District with ten (10) years of professional service, may continue coverage under the District's dental insurance plan at the employee's own expense. The employee may elect either single or family coverage. Upon the death of the retired employee, any family members covered by the dental 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 dental 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 dental insurance program, at their own expense, as such continued participation is allowed under law and State and Federal rule.

Subd. 2. Medical Insurance: Teachers who retired at the end of the 2001-2002 school year, or thereafter, and who are eligible to receive annuity payments from a Minnesota public pension plan, and who have 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. Teachers who retired at the end of the 1990-1991 school year through the 2007-2008 school year may elect either single or family coverage. Teachers who retired at the end of 2008-2009 and beyond 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.

Section 4. Early Retirement Language:

Employees are eligible to participate in the Minnesota Post Employment Health Care Savings Plan established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota Sate Retirement System's Trust and Plan Documents.

International Falls Public Schools has agreed to contribute 50% of the difference between the employee's 2017 – 2018 or 2018 – 19 step/lane annual wage and the 2017 – 18 or 2018 – 19 BA -1 step/lane annual wage (whichever contract year they retire), not to exceed \$16,500 for those employees electing to participate and qualifying for MS 122A.48 Teacher Early Retirement Incentive Program. To be eligible for this contribution employees must provide written notification to the International Falls Public School by February 1st of the year they plan to retire of their request to participate in MS 122A.48 with retirement date no later than the last day of teacher service for that school year.

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International Falls Public Schools will contribute a lump sum payment within 30 days of employees last date of employment into the employee's HCSP account. In the event the employee dies before the deposit is made, the payment will be made in cash to the employee's estate.

This section sunsets on June 30th, 2019

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ARTICLE X
LEAVES OF ABSENCE

Any teacher on leave under the following sections shall be required to have lesson plans and materials prepared on a weekly basis for the substitute teacher and coordinate grade entry unless under a

personal medical restriction. Restriction documentation may be required. Leaves under Section 5 or Section 9, Subd. 1 are exempt from this requirement.

Section 1. Sick Leave:

Subd. 1. All full-time teachers shall earn sick leave at the rate of fifteen (15) days for the current year with the sick leave accrual to be awarded the first day of service of each contract year. In the event the teacher's employment is severed with the district prior to completing the full contract year, that year's sick leave would be prorated to the date of severance. Should an overpayment of sick leave occur, the value of the overpayment will be deducted from the teacher's last payroll check.

Subd. 2. Unused sick leave days will accumulate to a maximum credit of one hundred and eighty (180) days. ~~During the last year of employment, a teacher may accumulate up to 195 days of sick leave, of which only 180 days may be retained for purposes of Article IX, Section 3, Subd. 1.~~ When this sick leave account is at its maximum, any additional sick leave days earned will accrue in a separate individual catastrophe account. The days in the catastrophe sick leave account may be used ~~only as defined in Article IX, Section 3, Subd. 1. In addition, the following criteria must be met in order for the catastrophe days to be used, when the below conditions are met:~~

A. A health catastrophe(s) must have caused an extreme depletion of accrued sick leave days in accordance with the following:

1. A health catastrophe is defined as being any illness or injury resulting in loss of accrued sick leave in excess of eighty (80) sick leave days during any 365 day period. ~~An illness cannot be considered a catastrophe until the teacher has accumulated an unused balance in his/her sick leave account of one hundred and eighty (180) days.~~

2. For the purpose of this subdivision, health absences within a 365 day period need not be consecutive to be considered catastrophic.

3. The balance of catastrophe sick leave days will be transferred to the regular sick leave account ~~only at the time of retirement and~~ only if the teacher had a catastrophic illness ~~and following the 365 day period-~~ The district will transfer days at that time out of their catastrophe account into their accrued sick leave count. The maximum number of catastrophe days that can accumulate is one hundred (100) days. Accumulation of catastrophe sick leave shall start July 1, 1987.

~~4. The maximum number of combined catastrophic and sick leave days which can accumulate for the purpose of Article IX, Section 3, Subd. 1, is one hundred and eighty (180) days.~~

B. The School Board may at its option, grant the use of catastrophic sick leave account days in unusual circumstances covered by this section.

C. At the beginning of each fiscal year (July 1), sick leave days will be credited to the regular sick leave account first.

D. This subdivision shall not apply to teachers who have retired prior to July 1, 1987.

Subd. 3. Sick leave with pay shall be allowed by the Superintendent whenever a teacher's absence is found to have been due to illness of the teacher, or a dependent minor child, adult child, spouse, sibling, parent, grandparent, or stepparent, with a limit of 160 hours in any 12 month period for all except the teacher, spouse and dependent minor child. Sick leave shall be allowed in half or full day increments only.

Subd. 4. The Superintendent may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay.

Subd. 5. In the event that a medical certificate will be required, the teacher will be so advised.

Subd. 6. Sick leave allowed shall be deducted from accrued sick leave days earned by the teacher.

Subd. 7. Sick leave pay shall be approved only upon submission of ~~a signed request upon the authorized absence card form available at the office.~~ [an electronic request.](#)

Subd. 8. The maximum amount of leave for each death or critical illness in the immediate family which may be deducted from accumulated sick leave without loss of pay is five (5) days per year with travel or three (3) days per year without travel. Any additional leave for death or illness in the family must be approved by the Superintendent. Emergency leave is only for the period of time that an emergency exists. Employees are expected to return to work once an emergency passes. Critical illness is defined as:

A. The family member is listed by a hospital in critical condition.

B. The family member is in the hospital and in intensive care.

C. The family member is to be administered a general anesthetic for surgery.

D. The family member is hospitalized due to an emergency accident or illness and the condition of the family member is not known immediately.

E. The Superintendent of Schools may make other approvals based upon special circumstances.

Subd. 9. Immediate family is defined as including father, mother, sister, brother, son, daughter, wife, husband, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law. Leave in case of others not listed will be judged by the Superintendent on the merits of each individual case.

Subd. 10. Disability because of pregnancy is covered under the provisions of this section unless maternity and/or child care leave is in effect.

Subd. 11. The district and the exclusive representative agree to establish a sick leave pool for those extreme medical situations when teachers have exhausted their sick leave. The exclusive representative

will call for donation to a pool based on a teacher's request due to an extreme illness/accident. This pool will be administered by the exclusive representative. Each teacher may elect to donate one (1) sick leave day to the sick leave pool per occurrence however the number of sick leave days in the pool shall not be greater than the number of full time equivalent teachers employed by the District. The pool will be reduced to zero on the last teacher duty day of each school year by throwing out any remaining days and starting over when an eligible request is received. Part-time teacher will have days pro-rated.

Section 2. Family Medical Leave Act:

Subd. 1. Pursuant to Family Medical Leave Act, 29 U.S.C. §1201 et. seq., an eligible employee shall be granted, upon written request, up to a total of twelve (12) weeks of unpaid leave per year in connection with

- (1) the birth and first-year care of a child;
- (2) the adoption or foster placement of a child;
- (3) the serious health condition of an employee's spouse, child, or parent, and
- (4) the employee's own serious health condition.

Subd. 2. Such leave shall be unpaid, except an eligible employee during such leave shall be eligible for regular School District group health and hospitalization insurance contributions as provided in this Agreement for a period of the leave, but not to exceed twelve (12) weeks per year, notwithstanding any other provisions of this Agreement.

Subd. 3. To be eligible for benefits of this section and insurance contributions, an employee must have been employed for at least 1,250 hours during such previous twelve-month period.

Subd. 4. The employee may elect to substitute paid sick leave or paid personal leave for leave otherwise provided under this section. However, all leaves granted by the school district, paid and unpaid, shall be considered to run concurrent with leave under the Family Medical Leave Act (FMLA) if in fact such leave qualifies as FMLA leave.

Section 3. Personal Leave: A full-time teacher shall be eligible for up to five (5) days of personal leave each year. An amount equal to the cost of a substitute teacher shall be deducted from the teacher's salary with the exception of counselor, school social worker, dean of students and technology integrationist. Personal leave shall be granted in half or full day increments only. Personal leave allowances are not cumulative other than as defined in Subd. 2. A personal leave day shall be granted on the first day or the last day of the school year with prior Superintendent approval. All leaves must have prior approval by the administration, except in the event of emergencies. In case of question, the decision of the School Board shall be final. Personal leave may be taken on Parent-Teacher Conference days provided employee is in attendance for the evening conferences. Failure to return may result in disciplinary action. Personal leave shall not be taken on workshop or in-service days unless prior approved by the Superintendent. No workshop or in-service day shall be scheduled during the school year immediately before or after extended school recess (i.e., student days off during the school year that create a three day or longer weekend).

Subd. 1: Personal Leave Advance: Upon exhausting the five (5) allotted personal leave days for the current school year, a full time teacher may use two (2) personal leave days of the following school year for family illness or death circumstances not covered by Article X, Section 1, Subd, 8-9. If the

teacher does not return for the following school year, the pay for these days shall be deducted from the teacher's last paycheck. Said deduction will be at the teacher's wage rate at the time leave was taken.

Subd. 2: Personal Leave Carryover

Teachers shall be eligible to carryover up to two (2) days of unused personal leave from one academic year to the following academic year, thus providing a teacher with a potential maximum of seven (7) personal leave days in a given academic year.

Section 4. Leave for Jury Duty: Any contract employee who is required to be absent from work because of jury duty will be paid the difference between the compensation received for such duty and the amount of salary he/she would have earned during the period that he/she was on jury duty. Such payment will be made only upon presentation of a voucher to the school accountant showing jury fees received from the court. When an employee is required to perform jury duty only part of his/her regularly scheduled day, it is agreed that he/she will report to work at his/her school for that portion of the day not required for jury duty. The employee will be required to furnish evidence of time spent on jury service.

Any contract employee who is required to be absent from work because of being subpoenaed, except as a hostile witness or an adversary of the District when the party is seeking judgment against the School District, will be paid the difference between the compensation as a witness and the compensation received for the employee's regular duties.

Section 5. Sabbatical Leave:

Subd. 1. All applications for sabbatical leave by licensed teachers must be made on or before January 15th for the following year. This date may be waived at the discretion of the School Board.

Subd. 2. Any teacher who has been granted a sabbatical leave shall retain all rights in the employing District as though teaching in that District. The teacher will return to the same teaching position unless otherwise mutually agreed upon by the Superintendent and the teacher.

Subd. 3. A teacher on sabbatical leave will receive two-thirds payment of salary at regular payroll periods. Exception: A person on leave for vocational work experience will have the District contribution reduced by the amount that he/she earns which is in excess of two-thirds of his/her annual teaching salary. Salaries earned during the summer months when regular school is not in session will not be considered as part of the teacher's annual salary.

Subd. 4. An individual granted a sabbatical leave must teach for three consecutive years in the International Falls Public Schools following the completion of the leave. If the teacher's service is discontinued for any reason other than the person's incapacity to carry out his/her assignment before the expiration of three years, he/she shall pay back to the School District a pro-rata part of the sabbatical leave allowance.

Subd. 5. To qualify for sabbatical leave a licensed teacher must have taught for seven (7) full years in the International Falls Public Schools next and prior to the granting of the leave, and must have a four year degree or more. A teacher may take a maximum of two (2) sabbatical leaves and they must be at least seven (7) full years apart. The number allowed to leave in any one year shall not exceed two - one from elementary and one from secondary schools.

Subd. 6. The educational institution and a normal load of courses to be taken must be approved by the School Board or agent thereof. Consideration will also be given to a carefully screened program for an entire school year's work staying in a foreign home while studying and thus becoming acquainted with the language, the customs of the people, the schools, and the teaching methods. Sabbatical leave shall be distributed between the secondary and elementary teachers. In case the number of approved applications falls below the number granted in either division, the unused leave may be granted to the teacher or teachers in the other groups.

Subd. 7. The review of the application before being presented to the School Board shall be screened by a committee consisting of the Superintendent and four teachers, two each from the elementary and secondary schools.

Subd. 8. It is understood that sabbatical leave will be granted only for a full year and not for any half or part of a school year.

Section 6. Extended Child Care Leave:

Subd. 1. A child care leave may be granted by the School District subject to the provisions of this section, to one (1) parent of an infant child, provided such parent is caring for the child on a full-time basis.

Subd. 2. A teacher making application for child care leave shall inform the Superintendent in writing of intention to take the leave at least three calendar months before commencement of the intended leave. A pregnant teacher may schedule the beginning of the child care leave after the disability associated with the birth.

Subd. 3. ~~If the reason for the child care leave is occasioned by pregnancy, a teacher may utilize sick leave pursuant to the sick leave provisions of the Agreement during a period of physical disability. However, a teacher shall not be eligible for sick leave during a period of time covered by a child care leave. (This may be altered in case of complications through a conference between the physician, teacher and administration.) A pregnant teacher will also provide at the time of the leave application, a statement from her physician indicating the expected date of delivery.~~ Extended child care leave if approved would begin on the date agreed upon following FMLA leave, but both leaves would run concurrently.

Subd. 4. The School District may adjust the proposed beginning or ending date of a child care leave so that the dates of the leave are coincident with some natural break in the school year - i.e., winter vacation, spring vacation, semester break or quarter break, end of a grading period, end of the school year, or the like. The availability of a substitute teacher may also be considered by the School District in the granting of a child care leave or the duration thereof.

Subd. 5. Child care leave shall be without pay or employer paid benefits.

Subd. 6. A child care leave shall be for no more than one year.

Subd. 7. The provisions of this section may be modified by mutual consent of School Board and teacher.

Section 7. Professional Legal Leave: In the event a teacher is required to absent himself/herself from school because of litigation activities arising from their employment, their substitute teacher shall be paid for by the School District unless the litigation is an adversary action between the District and the teacher. The teacher shall not lose sick leave or personal leave days.

Section 8. Union Leave: Union leave will be granted to officers or designated representatives of Local 331 for union related activities. Substitute teachers shall be paid by Local 331. Union representatives shall not lose sick leave or personal leave days. A maximum of ten (10) days per person per year is authorized for this purpose.

Section 9. Leave of Absence:

Subd. 1. Tenured teachers may request a leave of absence under M.S. 122A.46, Subd. 1-6.

Subd. 2. Tenured teachers may request a leave of absence not covered under M.S. 122A.46 for a specified reason including maternity and child care leave.

Subd. 3. The School Board shall have sole right to grant or reject a request for leave.

Subd. 4. A request for leave shall be for a specified length of time with a written request to the Superintendent stating the initial and terminating dates.

Subd. 5. Teachers on requested leave may belong to any or all insurance programs at the complete expense of the teachers.

Subd. 6. Seniority, returning salary, and other rights are as specified under M.S. 122A.46.

Section 10. Recognition Leave: A full time teacher shall be eligible for up to two (2) days of recognition leave each year. Recognition leave is available for faculty to officiate major activity events, coach, mentor, consult, demonstrate, conduct, lead or otherwise be recognized as an expert in a school activity without losing personal leave. An amount up to the cost of the substitute shall be deducted from the teacher's salary if the teacher receives an honorarium. Recognition leave allowances are not cumulative. A recognition leave day shall not be granted on the first or last day of the school year nor the day directly preceding or following a major vacation break. Recognition leave shall not be taken on Parent-Teacher Conference days. All leaves must have prior approval by the administration. No recognition leave shall be granted after a district-wide maximum of \$500.00 is spent in any fiscal year on costs of substitutes. In case of question, the decision of the School Board shall be final.

Section 11. Unpaid Leave:

The Superintendent shall have authority to grant requests for unpaid days in emergency situations. Any other unpaid leave requests shall be submitted in a timely manner for prior School Board approval. [Any unpaid time off is without pay and benefits.](#)

Section 12. Worker's Compensation:

An employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, shall utilize accrued sick leave days. During the period of absence for which a teacher is receiving worker's compensation benefits, payroll will be calculated in the following manner; the worker's compensation benefit paid to the teacher will be deducted from the teacher's normal net pay for the appropriate benefit period. In no instance will the sick leave paid and the worker's compensation paid be more than the teacher's normal net pay. The difference between the teacher's normal net pay and the worker's compensation benefit paid to the teacher will be considered sick leave at a prorated amount. Once the teacher has used up his/her accumulated sick leave, he/she will only receive the worker's compensation benefit. While on paid status with the district the teacher will continue to accrue sick leave and will be eligible for District paid benefits.

ARTICLE XI
HOURS OF SERVICE

Section 1. Basic Day:

Subd. 1. The teacher's basic day exclusive of lunch shall be 8:10 a.m. to 3:50 p.m.

Subd. 2. ECFE teachers may have an assignment outside of the basic day. Full-time teacher and full-time ECFE teacher shall have comparable hours.

Subd. 3. Teachers, upon mutual consent, may be hired to work outside the basic school day at their hourly rate. Hourly rate is calculated by taking employee's cell placement from current salary schedule, dividing that by 188 days to get daily rate. Divide the daily rate by 7.67 hours per day to get the hourly rate.

Subd. 4. High school "overload" is a mutually agreed upon assignment between administration and Local 331 member. Any assignment for a high school teacher over their normal assignment, i.e. 5 classes one semester and 6 the other semester is considered an overload. The overload is compensated by taking the employee's cell placement from current salary schedule and multiplying by .18 for a yearlong overload or .09 for a semester overload.

Section 2. Building Hours: The specific hours at any individual building may vary according to the needs of the educational program of the School District. The specific hours for each building will be designated by the School Board.

Section 3. Additional Activities: Teachers may reasonably be requested to participate in school activities beyond the basic teacher's day when such participation is designed to implement or improve the program of the school.

Section 4. Preparation Time: Full time teachers shall be accorded preparation time as specified in this section. Part time teacher's basic day and preparation time shall be prorated accordingly.

Subd. 1. Elementary Level: Each elementary teacher (preK-5) shall have a minimum of one seventy-seven (77) minute preparation period in one or two time units during the student day.

Subd. 2. Secondary Level: The normal duty day of secondary teachers (6-12) shall consist of three hundred (300) minutes per day. A full time teacher shall teach six (6) fifty (50) minute periods for one

semester; the opposite semester shall teach five (5) fifty (50) minute periods with an additional fifty (50) minute general non-teaching elective equivalent to half the days of same semester. The non-teaching elective will be per the list derived mutually by administration and union representatives each year. [Secondary teachers traveling between buildings shall use non-teaching elective time for travel to help facilitate scheduling of coursed between buildings.](#)

Subd. 3. Dual-Building Assignment: Teachers who are assigned to teach daily in Falls Elementary and West End Elementary/Falls High School shall receive prep time according to the building where the majority of the assignment is housed. Teachers will be accorded a minimum of ten (10) minutes travel time between Falls Elementary and West End/Falls High School.

ARTICLE XII PART-TIME TEACHERS

Section 1. Definition of Part-time Teachers: Employees covered under this article are those part-time teachers eligible to be represented under the provisions of P.E.L.R.A.

Section 2. Salary and Benefits for Part-time Teachers:

Subd. 1. Part-time teachers whose services equal .50 FTE or above in a school year shall be entitled to benefits, salaries and obligations of a full-time teacher except that these benefits, salaries and obligations shall be reduced proportional to the fractional part of the school year for which services are rendered. Advancement on the salary schedule will occur on an annual basis beginning the 2013-14 school year (no fractional accumulation).

Subd. 2. Part-time teachers whose services equal .49 FTE or below in a school year shall not be entitled to benefits and shall be compensated at the hourly rate on Schedule "D".

Subd. 3. Substitute teachers who substitute for more than thirty (30) consecutive days for one teacher shall be paid according to their placement on the salary schedule as a long term substitute. Absence due to an extracurricular assignment shall not affect the thirty (30) consecutive days requirement or placement on the salary schedule. Long term substitutes may take up to 3 days of unpaid sick leave after the initial 30 day period and will accrue an additional 1 ½ unpaid sick leave days for every 20 days worked thereafter. Additional unpaid leave may be granted at the discretion of the superintendent. Substitute teachers who are hired by School Board action to complete a year and who meet the FTE requirement of .50 or greater FTE shall receive pro-rated benefits.

Subd. 4. Teachers employed for a full-time permanent position after the school term has commenced shall be paid according to placement on the salary schedule and shall receive pro-rata salary and benefits upon such employment. Teachers with an FTE of .5 or above will receive a step advancement the following year; teachers with an FTE of .49 and below will remain on the same step of the salary schedule the subsequent year with advancement the year following (or second "full" year).

ARTICLE XIII SENIORITY

Section 1. [Full-time Teachers: Full-time teachers' s](#)Seniority shall be as defined in this section.

Subd. 1. ~~Full time~~ Teachers who have acquired continuing contract rights shall be placed on un-requested leave of absence in fields in which they are licensed in inverse order in which they were employed by the School District ([Seniority ranking](#)).

Subd. 2. Ties in the seniority list for ~~full time~~ teachers will be broken by the following criteria in the order listed and will be judged the senior: (1) the date the full-time teacher provided continuous service to the School District; (2) the date of the official hiring by the School Board; (3) the date the teacher signed his/her contract; (4) highest vertical position on the salary schedule; (5) the farthest horizontal position on the salary schedule and MA will be senior over the BA+40. A full time teacher shall be senior over a part-time teacher in items 1, 2, and 3; and (6) in the event a tie still remains, a committee of four shall be selected, two appointed by the Superintendent, and two by the President of Local 331. It shall be the duty of this committee to determine after due investigation, by majority vote, who is the most senior on the basis of guidelines set forth by law and subsequent rulings. If the committee cannot reach agreement, a State Mediator shall cast the tie-breaking vote.

Subd. 3. A ~~separate~~ Seniority List will be maintained for teachers under this section. By February 1st of each year the Superintendent will provide the membership with aforementioned list. Any challenge to the seniority list shall be submitted to the Superintendent in writing by February 11th. Summary of all challenges will be provided to the Union President by the Superintendent by February 16th. A final seniority list will be published to membership by March 1st with any challenges beyond March 1st subject to the grievance procedure.

~~Subd. 4. All teachers covered under Article XIII, Section 1, will be senior over any teacher covered under Article XIII, Section 2.~~

~~Subd. 5. If a full time teacher changes to part time status, he/she will remain on the full time teacher's seniority list.~~

Subd. ~~64~~. New Teacher orientation in-service day does not count towards seniority placement.

Subd. ~~75~~. Probationary teachers shall be subject to three teacher evaluations performed by their Direct Supervisor with the deadline dates as follows:

Evaluation One: October 25

Evaluation Two: January 20

Evaluation Three: March 20

If deadline date falls on a weekend the evaluation is to be complete by the Friday preceding the deadline.

All formal observations conducted annually by district administration will be given post-observation feedback face-to-face within five (5) days followed by written summation within ten (10) days.

~~Section 2. Part time Teachers: Seniority for part time teachers shall be as defined in this section except those part time teachers covered in Article XII, Section 2, Subd. 1.~~

~~Subd. 1. Part time teachers who have acquired continuing contract rights shall be placed on un-requested leave of absence in fields in which they are licensed in inverse order in which they were employed by the School District.~~

~~Subd. 2. Ties in the Seniority List for part time teachers will be broken by the following criteria in the order listed and will be judged the senior: (1) the date the part time teacher provided continuous service to the School District; (2) the date of official hiring by the School Board; (3) the date of signing the initial individual contract, (4) highest vertical position on the salary schedule; (5) the farthest horizontal position on the salary schedule and MA will be senior over the BA+40, and (6) in the event a tie still remains, a committee of four will be selected, two appointed by the Superintendent, and two by the President of Local 331. It shall be the duty of this committee to determine after due investigation, by majority vote, who is the most senior on the basis of guidelines set forth by law and subsequent rulings. If the committee cannot reach agreement, a State Mediator shall cast the tie breaking vote.~~

~~Subd. 3. A separate Seniority List will be maintained for teachers under this section. By February 1st of each year the Superintendent will provide the membership with aforementioned list. Any challenge to the seniority list shall be submitted to the Superintendent in writing by February 11th. Summary of all challenges will be provided to the Union President by the Superintendent by February 16th. A final seniority list will be published to membership by March 1st with any challenges beyond March 1st subject to the grievance procedure.~~

~~Subd. 4. Teachers changing from part time status to full time status will be placed on the full time teachers Seniority List according to their accrued part time experience. Their placement on the salary schedule will also be based on their accrued part time experience.~~

~~Subd. 5. New Teacher orientation inservice day does not count towards seniority placement.~~

Subd. 6. As Of 2017 -18 a single seniority list will be developed for continuing contract teachers. By December 1st of 2017, any continuing contract teacher with prior part-time experience in the District may request recalculation of their seniority for the upcoming seniority list to include part-time experience. Full and partial accumulation will continue from this point forward and rounding will not occur for placement on seniority list. (Example: 4.66 accumulated years of experience would result in the member being between a group with 4 years and 5 years of experience)

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ARTICLE XIV PAYMENT OF SALARY

Section 1. Payment of Salary:

Subd. 1. Each teacher shall elect to be paid in twenty or twenty-six payroll periods. Changes can be made annually with notification to the Payroll Clerk by September 1.

Subd. 2. Payroll will be distributed through direct deposit procedures occurring every other Friday. Teachers who elect to be paid in twenty (20) pay periods will have benefits and deductions

distributed equally over the twenty (20) pay periods. Teachers who elect to be paid in twenty-six (26) pay periods will have benefits and deductions distributed equally over twenty-six payments, however, July and August payroll will be paid through 4-5 individual checks by June 30th.

Subd. 3. The employer shall deposit their bi-weekly checks in any, depository with selection of depository to be the decision of the teacher.

Subd. 4. Extra-curricular and any other additional compensation shall be paid as part of the teacher's regular salary check. Extra-curricular compensation will be paid in two installments, one at the mid-season point and one at the end of the regular season or conclusion of obligation. Payment shall not be made until the teacher submits a voucher for each installment.

Subd. 5. July 1 of each calendar year shall begin a new contract period. All wages, salaries and compensation shall be earned at the new contract rate and paid accordingly effective July 1 of each year. Any contract not agreed upon by July 1 shall be retroactive to July 1.

Subd. 6. A teacher may change their tax sheltered annuity amount and/or company at any time during the school year. Tax sheltered company must be ~~on the district approved list; or if new, have a minimum of five district participants.~~ in the ISD 361 403b plan document as an approved vendor.

ARTICLE XV LENGTH OF SCHOOL YEAR

Section 1. Teacher Duty Days: The School Board shall, prior to April 1 of each school year, establish the number of school days and teacher duty days for the next school year, and the teacher shall perform services on those days as determined by the School Board, including those legal holidays on which the School Board is authorized to conduct school and pursuant to such authority as has been determined to conduct school. Teachers shall receive pro-rata pay for any regularly scheduled, legislatively mandated student contact days in excess of 177.

Section 2. Emergency Closing. In the event of a student day or teacher duty day lost for any emergency, the teacher may be required to perform duties on that day or other such day in lieu thereof as determined by the School Board or its designated representative, if any.

Section 3. School Calendar. The school calendar will be determined through the meet and confer process and acted on by the School Board prior to March 31st of each year. Calendar may be amended after that date pursuant to legislative authority. The length of the contract year is 188 days. Teacher duty days are set at 174 student days, five teacher in-service/work days, and two parent-teacher conference days for a total of 181 duty days. School will not be in session on the two Education Minnesota Days (not included in teacher duty days). Paid non-duty days are Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Day, President's Day, Good Friday, and Memorial Day. School may be conducted on Columbus Day, Veteran's Day and Martin Luther King Day. Any amendments or changes to the calendar will be determined through the meet and confer process prior to board approval.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 1. Policy: Sections 1 through 8 of this grievance procedure are to be liberally construed so as to effectuate the purposes of Minn. Stat. Chapter 179A, the Public Employment Labor Relations Act.

Section 2. Definitions:

Subd. 1. Scope: For the purposes of this grievance procedure the words defined in this Section have the meanings given them.

Subd. 2. Bureau: "Bureau" means the Bureau of Mediation Services.

Subd. 3. Days: "Days" means calendar days.

Subd. 4. Employee: "Employee" means any public employee who is in the teachers' bargaining unit.

Subd. 5. Grievance: "Grievance" means a dispute or disagreement regarding the application or interpretation of any term of the contract required under Minn. Stat. §179A.20, Subdivision 1.

Subd. 6. Non-probationary: "Non-probationary" means an employee who has completed an initial probationary period required as a part of the public employer's employment process.

Subd. 7. Party: "Party" means either the exclusive representative and its authorized agent or the employer and its authorized representative.

Subd. 8. Service: "Service" means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service under this grievance procedure is effective upon deposit with the United States Postal Service, as evidenced by a postmark or dated receipt, or upon personal delivery.

Section 3. Computation of Time: In computing any period of time prescribed or allowed by this grievance procedure, the day or act or event upon which a period of the time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.

Section 4. Step One: When an employee or group of employees represented by the exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee's building principal or immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The building principal or immediate supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five days after the grievance is presented.

Section 5. Step Two: If the building principal or immediate supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in Section 4 (step one), a written grievance may be served on the superintendent by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the

contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the building principal or immediate supervisor's response was due under Section 4 (step one). The employer's representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position on the grievance, and the remedy or relief the employer is willing to provide, if any.

Section 6. Step Three: If the grievance is not resolved under Section 5 (step two), the exclusive representative may serve the written grievance upon the chief officer of the board or that person's designated representative within ten days after the written response required by Section 5 (step two) was due. An agent of the exclusive representative shall meet with the chief officer of the board or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief officer of the board or designee shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting.

Section 7. Arbitration:

Subd. 1. Referral to Arbitration: If the response of the chief administrative officer or designee is not received within the period provided in Section 6 (step three) or is not satisfactory, the exclusive representative may serve written notice on the employer of its intent to refer the case to arbitration within ten days after the response required by Section 6 (step three) is due.

Subd. 2. Selection of Arbitrator: Within ten days of the service of written notice of the intent to arbitrate, the employer's chief administrative officer or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall alternatively strike names from a list of five names to be provided by the Bureau until only one name remains, and the remaining name shall be the designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin.

Subd. 3. Arbitrator's Authority: The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties.

Subd. 4. Arbitration Expenses: The employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as the result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representative and the witnesses except to the extent provided by Section 8, Subd. 1.

Subd. 5. Transcripts and Briefs: Because arbitration is intended to provide a simple, speedy alternative to litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic

recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Section 8. Processing of Grievances:

Subd. 1. Release Time. To the fullest extent feasible the processing of grievances under the grievance procedure shall be conducted during the normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings held pursuant to the grievance procedure, whenever such release is consistent with the safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subd. 2. Waiver of Steps: The parties may by written mutual agreement waive participation in the grievance steps in Section 4 to Section 6 and may similarly agree to extend the time limits established by Section 4 to Section 7.

Subd. 3. Time Limits: A failure to raise a grievance within the time limits specified in Section 3, or to initiate action at the next step of the procedure in Section 4 to Section 7 within the time limits in these sections shall result in forfeiture by the exclusive representative of the right to pursue the grievance. A failure of an employer representative to comply with the time periods and procedure in Section 4 to Section 7 shall require mandatory alleviation of the grievance as requested in the last statement by the exclusive representative.

ARTICLE XVII
DURATION

Section 1. Term and Reopening Negotiations: This agreement shall remain in full force and effect for a period commencing on July 1, 2015 through June 30, 2017 and thereafter until modifications are made pursuant to the P.E.L.R.A. of 1971. If either party desires to modify or amend this agreement commencing on July 1, 2015, it shall give written notice of such intent no less than 60 days prior to July 1, 2017 and/or in compliance with P.E.L.R.A. of 1971.

Section 2. Effect: This agreement constitutes the full and complete agreement between the School Board and the exclusive representative representing the teachers of the District. 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 negotiations during the term of this agreement.

	<u>45424</u>	<u>46557</u>	<u>47682</u>	<u>48818</u>	<u>52003</u>	<u>53137</u>	<u>54262</u>	<u>55398</u>
5	45888 <u>47508</u>	47037 <u>48698</u>	48174 <u>49875</u>	49324 <u>51065</u>	52547 <u>54402</u>	53689 <u>55585</u>	54827 <u>56763</u>	55979 <u>57955</u>
6	47996 <u>49690</u>	49202 <u>50939</u>	50387 <u>52165</u>	51597 <u>53417</u>	54967 <u>56908</u>	56166 <u>58149</u>	57360 <u>59384</u>	58558 <u>60626</u>
7	50207 <u>51979</u>	51466 <u>53283</u>	52711 <u>54572</u>	53978 <u>55883</u>	57505 <u>59534</u>	58765 <u>60840</u>	60005 <u>62123</u>	61264 <u>63427</u>
8	52520 <u>54374</u>	53844 <u>55744</u>	55146 <u>57092</u>	56469 <u>58462</u>	60165 <u>62289</u>	61478 <u>63648</u>	62783 <u>65000</u>	64105 <u>66368</u>
9	54944 <u>56883</u>	56326 <u>58314</u>	57691 <u>59727</u>	59075 <u>61160</u>	62949 <u>65172</u>	64323 <u>66593</u>	65689 <u>68007</u>	67072 <u>69440</u>
10	57487 <u>59516</u>	58927 <u>61007</u>	60357 <u>62487</u>	61805 <u>63987</u>	65863 <u>68188</u>	67305 <u>69680</u>	68737 <u>71163</u>	70179 <u>72657</u>

~~In addition each teacher shall receive a \$1,000 off schedule payment exclusive of taxes and withholding as part of the 2015-17 bargaining agreement paid from the Professional Development funds.~~

Teachers who have provided the district with twelve (12) years of TRA service following placement on Step 10 shall qualify for a stipend of \$400. Stipend shall be a separate check at year-end and shall continue annually until such time employment with the district in a TRA capacity is severed.

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA

2018 - 1916-17 SALARY SCHEDULE

SCHEDULE "B"

	BA	BA+10	BA+20	BA+30	BA+40 -MA	MA+1 0	MA+2 0	MA+3 0
1	38931 40504	39905 41517	40862 42513	41831 43521	44555 46355	45519 47358	46486 48364	47449 49366
2	40718 42363	41731 43417	42738 44465	43749 45516	46598 48481	47610 49533	48617 50581	49631 51636
3	42578 44299	43643 45406	44693 46499	45758 47606	48742 50711	49803 51815	50854 52908	51916 54013
4	44533 46332	45644 47488	46747 48636	47861 49794	50983 53043	52095 54200	53198 55347	54312 56506
5	46576 48458	47743 49672	48897 50873	50064 52086	53335 55490	54495 56697	55650 57898	56819 59114
6	48716 50684	49940 51958	51142 53208	52370 54485	55792 58046	57009 59312	58220 60572	59437 61839
7	50960 53019	52238 54349	53502 55663	54787 57001	58367 60725	59647 62057	60905 63365	62183 64696
8	53308 55461	54651 56859	55973 58234	57316 59631	61068 63535	62400 64921	63725 66300	65067 67695
9	55768 58021	57171 59480	58556 60922	59961 62383	63894 66475	65287 67925	66674 69367	68078 70829
10	58349 60706	59811 62227	61262 63737	62732 65267	66851 69552	68314 71074	69768 72586	71232 74110

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In addition each teacher shall receive a \$1,000 off schedule payment exclusive of taxes and withholding as part of the 2015-17 bargaining agreement paid from the Professional Development funds.

Teachers who have provided the district with twelve (12) years of TRA service following placement on Step 10 shall qualify for a stipend of \$400. Stipend shall be a separate check at year-end and shall continue annually until such time employment with the district in a TRA capacity is severed.

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA

SCHEDULE "C"
Athletic Activities Schedule

Persons serving as Head and Assistant Coaches prior to 9/1/2005 will be paid according to the 2004-05 column and remain at that rate until such time as their placement on the 2015-16 or 2016-17 schedule is equal to or greater than the 2004-05 rates. Credit for experience will be granted on the basis of service as a head or assistant coach in the same sport in one of the following coaching areas. Experience will be tallied on an accumulative, not consecutive basis.

POSITION	RATE 2004-05	2017 - 1815-16 RATES			
		yrs 1-3	yrs4-6	yrs7-9	yrs 10+
Baseball, Head	4963	5130	5386	5656	5938
		<u>5311</u>	<u>5576</u>	<u>5856</u>	<u>6148</u>
Baseball, Assistant	3725	3591	3770	3959	4156
		<u>3718</u>	<u>3904</u>	<u>4098</u>	<u>4302</u>
Basketball, Head Boys & Girls	5955	7103	7457	7831	8224
		<u>7354</u>	<u>7720</u>	<u>8107</u>	<u>8514</u>
Basketball, Assistant Boys & G	4283	4971	5220	5482	5756
		<u>5147</u>	<u>5404</u>	<u>5675</u>	<u>5959</u>
Cross Country	5960	5130	5386	5656	5938
		<u>5311</u>	<u>5576</u>	<u>5856</u>	<u>6148</u>
Cross Country, Assistant		3591	3770	3959	4156
		<u>3718</u>	<u>3904</u>	<u>4098</u>	<u>4302</u>
Football, Head	6891	6314	6630	6960	7309
		<u>6537</u>	<u>6864</u>	<u>7205</u>	<u>7567</u>
Football, Assistant	5029	4419	4641	4871	5117
		<u>4575</u>	<u>4805</u>	<u>5043</u>	<u>5298</u>
Golf	4963	5130	5386	5656	5938
		<u>5311</u>	<u>5576</u>	<u>5856</u>	<u>6148</u>
Golf, Assistant		3591	3770	3959	4156
		<u>3718</u>	<u>3904</u>	<u>4098</u>	<u>4302</u>
Hockey, Head Boys & Girls	6145	6708	7043	7395	7766
		<u>6945</u>	<u>7292</u>	<u>7656</u>	<u>8040</u>
Hockey, Assistant Boys & Girls	4283	4695	4930	5175	5436
		<u>4860</u>	<u>5104</u>	<u>5358</u>	<u>5633</u>
Softball, Head	5121	5130	5386	5656	5938
		<u>5311</u>	<u>5576</u>	<u>5856</u>	<u>6148</u>
Softball, Assistant	3725	3591	3770	3959	4156
		<u>3718</u>	<u>3904</u>	<u>4098</u>	<u>4302</u>

Swimming Head Boys	5214	5524	5801	6090	6397
		5719	6006	6305	6623
Swimming Head Girls	5960	5524	5801	6090	6397
		5719	6006	6305	6623
Swimming Assistant Boys	3818	3867	4061	4263	4478
		4004	4204	4414	4636
Swimming Assistant Girls	4120	3867	4061	4263	4478
		4004	4204	4414	4636
Track, Head Boys & Girls	5121	5130	5386	5656	5938
		5311	5576	5856	6148
Track, Assistant Boys & Girls	3725	3591	3770	3959	4156
		3718	3904	4098	4302
Volleyball, Head	5516	5524	5801	6090	6397
		5719	6006	6305	6623
Volleyball, Assistant	4564	3867	4061	4263	4478
		4004	4204	4414	4636

POSITION	2004-05	RATE				2018 - 1916-17 RATES
		yrs 1-3	yrs 4-6	yrs 7-9	yrs 10+	
Baseball, Head	4963	5207	5467	5741	6027	
		5417	5688	5973	6271	
Baseball, Assistant	3725	3645	3827	4018	4218	
		3792	3982	4180	4388	
Basketball, Head Boys & Girls	5955	7210	7569	7948	8347	
		7501	7874	8269	8684	
Basketball, Assistant Boys & Gis	4283	5046	5298	5564	5842	
		5250	5512	5789	6078	
Cross Country	5960	5207	5467	5741	6027	
		5417	5688	5973	6271	
Cross Country, Assistant		3645	3827	4018	4218	
		3792	3982	4180	4388	
Football, Head	6891	6409	6729	7064	7419	
		6668	7001	7349	7718	
Football, Assistant	5029	4485	4711	4944	5194	
		4667	4901	5144	5404	
Golf	4963	5207	5467	5741	6027	
		5417	5688	5973	6271	
Golf, Assistant		3645	3827	4018	4218	

		3792	3982	4180	4388
Hockey, Head Boys & Girls	6145	6809	7149	7506	7882
		7084	7438	7809	8201
Hockey, Assistant Boys & Girls	4283	4765	5004	5253	5523
		4957	5206	5465	5746
Softball, Head	5121	5207	5467	5741	6027
		5417	5688	5973	6271
Softball, Assistant	3725	3645	3827	4018	4218
		3792	3982	4180	4388
Swimming Head Boys	5214	5607	5888	6181	6493
		5833	6126	6431	6755
Swimming Head Girls	5960	5607	5888	6181	6493
		5833	6126	6431	6755
Swimming Assistant Boys	3818	3925	4122	4122	4545
		4084	4288	4502	4729
Swimming Assistant Girls	4120	3925	4122	4122	4545
		4084	4288	4502	4729
Track, Head Boys & Girls	5121	5207	5467	5741	6027
		5417	5688	5973	6271
Track, Assistant Boys & Girls	3725	3645	3827	4018	4218
		3792	3982	4180	4388
Volleyball, Head	5516	5607	5888	6181	6493
		5833	6126	6431	6755
Volleyball, Assistant	4564	3925	4122	4327	4545
		4084	4288	4502	4729

Original Basis for Calculating Revised Schedule:

- Initial calculation in 2005-07 based on the BA-3 divided by 188 days x 2 days equivalent per week; subsequent calculations have been same percentages applied against Schedules A & B applied to Schedules C & D.
- Season = # of weeks from MSHSL start date through MSHSL tournament season
- Additional week credit given to football & volleyball for double practices prior to school start
- Minimum weeks utilized is 13
- Assistant coach rate is 70% of head coach.

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA

SCHEDULE "D"
Non-Athletic Activities Schedule
Created 2007-09 contract

	<u>2017 - 1815-16</u>			<u>2018 - 1916-17</u>	
	RATE			RATE	
Cheerleader Coach (per season)	892	923	941	905	
Speech Coach	2157	2233	2277	2189	
Student Council	1132	1172	1195	1149	
Speech Judge (per round)	23	23	24	23	
Jr.- Sr. Prom	945	978	997	959	
Band Director – Sr. High	788	816	832	800	
Band Director – Jr. High	367	380	388	373	
Pep Band – per hour	27	28	28	27	
Swing Choir	486	503	513	493	
Choral – Sr. High	788	816	832	800	
Choral – Jr. High	367	380	388	373	
Annual Director, In Class	1978	2048	2088	2008	
Annual Director, Out of Class	2280	2360	2407	2314	
Ticket Sellers	48	50	51	19.20 hr/2.5 hrs	49 19.60 hr/2.5 hrs
Ticket Collectors,	43	45	46	17.20 hr/2.5 hrs	44 17.60 hr/2.5 hrs
Ushers, Announcers,	39	41	42	15.60 hr/2.5 hrs	40 16.00 hr/2.5 hrs
Clock Operator/Scorer/Goal Judge	63	65	67	18.00 hr/3.5 hrs	64 18.29 hr/3.5 hrs
Track Official Workers	63	65	67	18.00 hr/3.5 hrs	64 18.29 hr/3.5 hrs
Hourly Instructors – Per Hour	27	28	28		27
Non-Teaching Assignment-Per Hour	24	24	25		24
Driver of Van, Per trip 11.50 hr/6 hrs	68	70	72	11.33 hr/6 hrs minimum	69
Bus Chaperones	68	11.33 hr/6 hrs minimum	69	11.50 hr/6 hrs	minimum
Knowledge Bowl	2157	2233	2277	2189	
Math Team Advisor	529	548	558	537	
National Honor Society Advisor	529	548	558	537	
Volleyball Line Judge	39	41	42	19.50 hr/2 hrs	40 20.00 hr/2 hrs
Announcer – All Day Invitational	67	13.40 hr/5 hrs	68 69 71	13.60 hr/5 hrs	
Volleyball Clock Operator/Announcer	46	65	67	18.00 hr/3.5 hrs	64 18.29 hr/3.5 hrs
Site Supervisor	71	73	75	17.75 hr/4 hrs	72 18.00 hr/4 hrs
<u>Drama Club Advisor</u>	<u>501</u>		<u>511</u>		

Beginning 2015-17 contract "Schedule D" positions have been converted to an hourly rate for payment of non-salaried individuals. Payment will be given for number of hours where noted to equate to former stipend amount.

ARTICLE IX - POST RETIREMENT COMPENSATION
 Appendices A & B

The following qualify for HCSP contributions:

Employee Name	HCSP District Contribution Employee is Eligible Article IX, Sect 2, subd 2	
Anderson, Charles	\$31,006.38	
Auran, Lisa	\$33,072.87	
Awe, William	\$31,006.38	
Casareto, Anthony	\$30,000.00	
Cody, Angela*	\$31,006.38	
Cowman, Maria	\$25,779.00	
Dowty, Shelby	\$33,072.87	
Gordon, Kevin	\$30,000.00	
Grewatz, Thane	\$30,000.00	
Hamilton, Jody	\$30,000.00	
Hjelle, Paul*	\$33,072.87	
Jaksa, Carolyn	\$31,006.38	
Katrin, Jill	\$33,072.87	
Koenig, Josh	\$30,000.00	
Little, Jeanne	\$30,000.00	
Lorenson, Deana	\$32,381.91	
McDonald, George	\$31,006.38	
McDonald, Kimberley	\$32,381.91	
Nemec, Marci	\$29,014.20	
Olson, David	\$30,000.00	
Ringhofer, Timm	\$31,695.74	
Sandberg, John	\$31,006.38	
Schindeldecker, Dawn	\$32,381.91	
Strand, Jeannie	\$28,407.00	
Vollom, Thomas	\$24,090.00	
West, Lisa	\$32,381.91	
Wood, Nicci	\$30,000.00	
Wood, Norman	\$30,000.00	
Youso, Laurie	\$30,000.00	

* Denotes employee under Appendix B

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/donations that meet the goals and objectives of the School District;

Whereas, Minnesota Statute § 465.03 states the School Board of ISD 361 may accept a gift, grant, or device of real or personal property only by the adoption of a resolution approved by two-thirds of its members.

Therefore, be it resolved, that the School Board of International Falls Public Schools, ISD 361, accepts with appreciation the following gifts/donations received by the School District:

- | | |
|--|--------------|
| • Autism Support Group; Buddy Bench | \$ 700.00 |
| • Jim & Carol Wherley; Project Read | \$ 50.00 |
| • International Falls PIE; WEE Patio Project | \$ 2,000.00 |
| • PCA International Falls Mill; FHS PBIS | \$ 2,500.00 |
| • Rainy Lake Chiropractic Clinic; FHS PBIS | \$ 50.00 |
| • Bremer Bank; FHS PBIS | \$ 150.00 |
| • Never Ending Consignment; FHS PBIS | \$ 20.00 |
| • Northern Reliable Insurance; FHS PBIS | \$ 250.00 |
| • Family Chiropractic Center; FHS PBIS | \$ 40.00 |
| • Thunderbird Lodge; FHS PBIS & clothing (sweatshirt, shirt, 2 hats) | \$ 100.00 |
| • Krueger's Harmony Beach Resort; FHS PBIS | \$ 50.00 |
| • Cedulie's Photography; FHS PBIS | \$ 20.00 |
| • Rainy Lake Medical Center; FHS PBIS | \$ 100.00 |
| • MN Deer Hunter's Assc; FHS PBIS | \$ 50.00 |
| • Up North Builders; FHS PBIS | \$ 300.00 |
| • Cine 5; Calendar Sponsorship | \$ 250.00 |
| • County Market; Calendar Sponsorship | \$ 250.00 |
| • Ballan Furniture; FHS PBIS | \$ 50.00 |
| • Border State Bank: FHS PBIS - Thirty (30) Charger Packs (\$150 value) | non monetary |
| • Sandy's Place: FHS PBIS - Ten (10) Gift Certificates (\$10/gift certificate) | non monetary |
| • City Drug: FHS PBIS - Five (5) Gift Certificates (\$10/gift certificate) | non monetary |
| • 11-71: FHS PBIS - Four (4) Gift Certificates (\$15/gift certificate) | non monetary |
| • Greentech Manufacturing Metal Sign (\$75 value) | non monetary |
| • Sha Sha: FHS PBIS; Ice Cream | non monetary |
| • PIE: FHS PBIS; Two (2) Bronco Book Bags | non monetary |
| • Timberpins: FHS PBIS; Ten (10) - Three free games of bowling certificates | non monetary |
| • Essentia Health: FHS PBIS; Two (2) Essentia Health water bottles | non monetary |
| • RRCC: FHS PBIS; Two (2) long sleeve shirts and One (1) coffee mug | non monetary |

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

Resolution for Acceptance of Gifts and Donations

The following voted in favor:

The following voted against:

Whereupon the resolution was declared adopted.

**RESOLUTION APPOINTING ELECTION JUDGES
FOR THE NOVEMBER 7, 2017
SCHOOL DISTRICT SPECIAL ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 361,

State of Minnesota, as follows:

1. The individuals specified on EXHIBIT A attached hereto, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the school district's special election on November 7, 2017, to act as such at the combined polling places listed on said exhibit.

2. The election judges shall act as clerks of election, count the ballots cast and submit the results to the school board for canvass in the manner provided for other school district elections.

The motion for the adoption of the foregoing resolution was duly seconded by

_____. On a roll call vote, the following voted in favor:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

COMBINED POLLING PLACE:

ELECTION JUDGES

Backus Community Center

Head Election Judge:
Election Judges:

Mary Mannausau
Vickie Bernard
Walt Buller
Betty Ewald
Barb Howland
Beth Johnson
Romona Johnson
Judy Keeney
Trudy Lepper
Alyce Mannausau
Pat Norby
Debra Peterson
Judy Peterson
Nan Sather
Sharalyn Schaak
Kathy Sikkila
Pam Urban