

REGULAR SCHOOL BOARD AGENDA

International Falls Public Schools, ISD #361
Monday, August 19, 2019 at 5:00 PM
FHS Library, 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___	Jennifer Windels___
Ted Saxton___	Terry Murray___
Roxanne Skogstad-Ditsch___	Kevin Grover___

2. Pledge of Allegiance

Approval of Agenda

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

Open Forum

1. Public Open Forum

Consent Agenda

Approve the Consent Agenda as presented. Motion by ____; second by _____. Motion carried / failed.

1. Approve past meeting minutes for the regular School Board meeting on July 15th and special School Board meetings on July 22nd and July 19th. 4
2. Approve current accounts payable due in amount of \$524,816.95 8
3. Approve payroll in amount of \$126,325.83 for pay periods July 19th, August 2nd, and August 16th.
4. Receive the 2018-2019 Investment Summary Report. 23
5. Receive the 2018-2019 Student Activity Reports. 24
6. Receive the 2018-2019 Wire Transfer Report. 39
7. Increase Michele McDonald to 1.0 FTE Special Education Licensed Instructional for the 2019-2020 school year.
8. Accept resignation of Thomas Fuller, Bus Driver, effective immediately. 40
9. Accept resignation of Taylor Nelson, Head Cook, effective immediately.

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10. Acknowledge the Football Volunteer Coaches for the 2019-2020 season: Cody Hallin, Seth Bjornrud and Dylan Holt.
11. Acknowledge Aleisha Hendrickson as a Cross Country Volunteer Coach for the 2019-2020 season.
12. Award prime vendor bid to US Food Service, Grand Forks, for the 2019-2020 school year with option to renew for three (3) additional one year terms. 41
13. Approve meal price increase for school year 2019-2020. 100
14. Approve the Food & Nutrition Services Employee Guidelines Handbook. 102
15. Receive budget reports from the Recreation Commission. 115
16. Approve Athletic Director service contract with the Recreation Commission for school year 2019-2020. 119
17. Approve engagement letter with CLA for services to develop an employee handbook and HR consultant services at rate of \$140/hour. 120
18. Approve concurrent enrollment agreement with Bemidji State University for school year 2019-2020. 126
19. First Reading of School Board Policy 613.5 - Weighted Grades 134
20. Second Reading of School Board Policy 515 - Protection and Privacy of Pupil Records 136
21. Second Reading of School Board Policy 515 - Form 168
22. Second Reading of School Board Policy 623 - Mandatory Summer School Instruction 178
23. Second Reading School Board Policy 701 - Establishment and Adoption of School Dist. Budget 183
24. Approve the purchase of a 2020 Chrysler Mini Van at cost of \$25,729 from Wherley Motors.
25. Accept resignation from Jenna Votaw, Paraprofessional, effective immediately.

Action Items

1. Resolution Acceptance of Gifts and Donations. Motion by ___, second by ___. Motion carried / failed. 186
2. Approve Collective Bargaining Agreement with L4798 - Education MN Educational Support Paraprofessionals for the July 1, 2019 to June 30, 2021. Motion by ___, second by ___. Motion carried / failed. 187
3. Approve additional unpaid leave requested by Emma Reller to extend leave to October 1st. Motion by ___, carried by ___. Motion carried / failed.
4. Approve teacher sub rate of \$120 per day effective September 3, 2019. Motion by ___, second by ___. Motion carried / failed.

Administrative Reports

1. Melissa Tate, Elementary Principal

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2. Tim Everson, Secondary Principal
3. Kevin Grover, Superintendent:
4. Committee Reports:
 4. 1. Community Ed Advisory Board
 4. 2. Recreation Commission

Close Session

1. The meeting will be closed as permitted by Minnesota Statutes, section 13D.03 to discuss the Districts labor negotiation strategy related to negotiations with L510 and L331. Motion by ____, second by ____. Motion carried / failed
2. The meeting will be closed as permitted by Minnesota Statutes, section 13D.05 to perform the year end evaluation of Superintendent, Kevin Grover. Motion by ____, second by ____. Motion carried / failed.

Reopen

1. Reopen session and give brief performance evaluation statement of Kevin Grover, Superintendent. Motion by __, seconded by __. Motion carried / failed.

Adjournment

Motion by ____, second by ____ to adjourn meeting at ____ pm. Motion carried / failed.

MINUTES
REGULAR MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
Monday, July 15, 2019 at 5:00 p.m.
Falls High School Cafeteria

A Regular Meeting of the Board of Trustees of Independent School District #361 was held Monday, July 15, 2019 in the FHS Cafeteria.

Ted Saxton, Board Chair, called the meeting to order at 5:02 pm. Members present were: Jennifer Windels, Roxanne Skogstad-Ditsch, Mike Holden, Toni Korpi, Ted Saxton, Terry Murray and Kevin Grover. Members absent: Michelle Hebner.

Pledge of Allegiance.

Approval of Agenda:

Motion by Roxanne Skogstad-Ditsch then second by Jennifer Windels to approve agenda as presented, and with addition of action item #4, and removal of item #2 from closed session. Motion carried 6-0.

Open Forum:

1. Public Open Forum: None
2. Great Up North Swim Club. Ashley Hall.

Consent Agenda

Motion by Mike Holden then second by Terry Murraray to accept Consent Agenda as presented. Motion carried 6-0.

1. Approve past meeting minutes for the Regular School Board Meeting on June 17, 2019.
2. Approve current accounts payable due in amount of \$885,242.38.
3. Approve payroll in amount of \$49,274.02 for pay periods July 7, 2019.
4. Second reading of School Board Policy 623 - Mandatory Summer School Instruction
5. Second reading of School Board Policy 515 - Protection and Privacy of Pupil Records
6. Second reading of School Board Policy 515 Form
7. Approve the 10 year Long Term Facility Maintenance Plan (LTFM).
8. Approve the FHS Student Handbook for the 2019-2020 school year.
9. Approve the FES Student Handbook for 2019-2020 school year.
10. Appoint Melissa Tate as Section 504 Officer for Grades K-5, and appoint Marc Glowack as alternate Section 504 Office for Grades K-5.
11. Appoint Kevin Grover as Title IX Officer (District Wide), and appoint Tim Everson as alternate Title IX Officer (District Wide).
12. Appoint Tim Everson as Human Rights Officer, and Melissa Tate as alternate Human Rights Officer.
13. Appoint Marc Glowack as Section 504 Officer for Grades 6-12, and appoint Melissa Tate as alternate Section 504 Office for Grades 6-12.
14. Approve collaborative services agreement with Kootasca Headstart.
15. Approve annual notice of compliance for academic vocational programs of non-discrimination per attached.
16. Approve non-financial agreement with Koochiching County Public Health and Human Services.
17. Approve MSBA membership for the 2019-2020 school year.

18. Increase Karla Olson-Line, FACS / Consumer Science Teacher, to .909 FTE per FHS Class Sections adopted on March 18, 2019.

Action Items:

1. Motion by Roxanne Skogstad-Ditsch then second by Jennifer Windels to approve the Resolution Acceptance of Gifts and Donations. Voting in favor: Mike Holden, Terry Murray, Jennifer Windels, Toni Korpi, Roxanne Skogstad-Ditsch and Ted Saxton. Voting against: None; whereas, resolution was declared adopted.
2. Motion by Mike Holden then second by Terry Murray to accept grant from MN Twins - Twins Fields for Kids in amount of \$10,000 for Softball field dugout project. Motion carried 6-0.
3. Motion by Roxanne Skogstad-Ditsch then second by Toni Korpi to approve resolution approving cooperative sponsorship agreement with Rainy River School District for Girls Hockey. Motion by , second by ____.
Motion carried 6-0.
4. *Added to Agenda:* Motion by Mike Holden then second by Terry Murray to approve Wireless Access points at cost of \$33,041.95. Motion carried 6-0.

Administrative Reports:

1. Melissa Tate, Elementary Principal – no new updates, staff return in August.
2. Tim Everson, Secondary Principal – Targeted services ran in June, ALC running 1 day a week to continue credit recovery.
3. Kevin Grover, Superintendent – Trane presentation to school board on July 22, 2019 at 3:00 pm.
4. Committee Reports:
 - 4.1. Community Ed Advisory Board – Report provided to board.
 - 4.2. Recreation Commission. Monthly meeting to be held soon.

Closed Session

1. Motion by Jennifer Windels then second by Toni Korpi to close session as permitted by Minnesota Statutes, section 13D.03 to discuss Districts negotiation strategy with L4798, L510 and L331. Motion carried 6-0.
2. *Removed from agenda.* The meeting will be closed as permitted by Minnesota Statutes, section 13D.05 to perform the year end evaluation of Superintendent, Kevin Grover.

Reopen and adjournment

Motion by Terry Murray then second by Roxanne Skogstad-Ditsch to reopen session and adjourn meeting at 6:30 p.m. Motion carried 6-0.

Approved Minutes:

District Clerk	Date	Board Chair	Date
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MINUTES
SPECIAL MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
Monday, July 22, 2019 at 3:00 p.m.
Falls High Home Ec Room

A Work Session of the Board of Trustees of Independent School District #361 was held Monday, July 22, 2019, beginning at 3:00 PM in the FHS Home Ec Room.

Ted Saxton, Board Chair, called the meeting to order at 3:05 pm. Members present were: Jennifer Windels, Mike Holden, Ted Saxton, Terry Murray, Michelle Hebner and Kevin Grover. Members absent: Toni Korpi and Roxanne Skogstad-Ditsch.

Pledge of Allegiance.

Approval of Agenda

Motion by Michelle Hebner then second by Jennifer Windels to approve agenda as presented. Motion carried 5-0.

Action Item:

1. Motion by Michelle Hebner then second by Mike Holden to approve hire of Zane Biles as Choir/Music Teacher for the 2019-2020 school year, contingent upon receiving teaching license from MDE. Motion carried 5-0.

Work Session Agenda

Motion by Mike Holden then by Terry Murray to being the work session. Motion carried 5-0.

Trane presented their final facility report. Board and Superintendent discussed initial report findings and set meeting for another work session for Monday July 29th at 7:00 am in the FHS Home Ec room to discuss priorities and possible funding options.

Adjournment

Motion by Michelle Hebner then second by Jennifer Windels to adjourn meeting at 4:47 p.m.

Approved Minutes:

District Clerk	Date	Board Chair	Date
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MINUTES
SPECIAL MEETING OF THE BOARD OF EDUCATION
INDEPENDENT SCHOOL DISTRICT NO. 361
Monday, July 29, 2019 at 7:00 a.m.
Falls High Home Ec Room

A Work Session of the Board of Trustees of Independent School District #361 was held Monday, July 29, 2019, beginning at 7:00 AM in the FHS Home Ec Room.

Ted Saxton, Board Chair, called the meeting to order at 7:00 am. Members present were: Jennifer Windels, Mike Holden, Ted Saxton, Terry Murray, Toni Korpi, Roxanne Skogstad-Ditsch, Michelle Hebner and Kevin Grover.

Pledge of Allegiance.

Approval of Agenda

Motion by Mike Holden then second by Roxanne Skogstad-Ditsch to approve agenda as presented.
Motion carried 7-0.

Work Session Agenda

Motion by Michelle Hebner then second by Mike Holden to being the work session. Motion carried 7-0.

Board and Superintendent discussed facility project priorities and planning. The FES boiler has been identified as the highest priority to replace in the short term. The group also discussed how to fund the boiler system replacement.

Adjournment

Motion by Michelle Hebner then second by Mike Holden to adjourn meeting at 8:15 a.m.

Approved Minutes:

District Clerk	Date	Board Chair	Date
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August Payables
August 19, 2019

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
6542	Further	7/15/2019	39099708	Medical FSA: 07/05/2019 - 07/15/2019 Dep Care FSA:		0 \$ 2,225.49
6543	AFSCME Council 65	7/19/2019	20190719ADAI	Payroll accrual		0 \$ 779.49
	AFSCME Council 65	7/19/2019	20190719ADAI	Payroll accrual		0 \$ 15.00
6544	Falls Education Foundation	7/19/2019	20190719ADFE	Payroll accrual		0 \$ 10.00
6545	MN Child Support Payment Center	7/19/2019	20190719ADcs	Payroll accrual		0 \$ 325.05
6546	MN Child Support Payment Center	7/19/2019	20190719ADCs	Payroll accrual		0 \$ 74.29
6547	BOWNET	7/17/2019	222256	Hitting Station		0 \$ 299.99
	BOWNET	7/17/2019	222231	Hitting Station Barrier		0 \$ 419.98
6548	GOMAN, PETER JEROME	7/17/2019	19022	Defensive Driving Instructor		0 \$ 801.00
6549	KOOCHICHING COUNTY	7/17/2019	63019	Ceiling Tile Removal		0 \$ 863.50
6550	MN ENERGY RESOURCES CORP	7/17/2019	71119	Stadium; Natural Gas		0 \$ 20.16
	MN ENERGY RESOURCES CORP	7/17/2019	70919	FES; Natural Gas		0 \$ 276.52
6551	MN POWER	7/17/2019	70919	District Electricity		0 \$ 314.23
	MN POWER	7/17/2019	70919	District Electricity		0 \$ 1,832.19
	MN POWER	7/17/2019	70919	District Electricity		0 \$ 1,048.87
	MN POWER	7/17/2019	70919	District Electricity		0 \$ 4,649.01
	MN POWER	7/17/2019	70919	District Electricity		0 \$ 1,517.47
6552	National Inventors Hall Of Fame	7/17/2019	697837	Comm Ed; Camp Invention		0 \$ 4,480.00
6553	New Horizons	7/17/2019	483296-X8B0Q	Cisco Interconnecting		0 \$ 3,595.00
6554	Small Town Tech Inc.	7/17/2019	7338	Take down low voltage wiring for ceiling project		0 \$ 3,604.44
6555	Wennerstrand, Chris	7/17/2019	Chad	Lunch Acct Refund		0 \$ 15.30
6556	Annie's Frozen Yogurt	7/19/2019	23567	Frozen Yogurt	7702000000	\$ 100.00
6557	Aptiris	7/19/2019	6367	Email Migration Services		0 \$ 2,492.00
6558	Marco Technologies LLC	7/19/2019	6551522	Guid Office Cost per Copy	7102000000	\$ 12.42
	Marco Technologies LLC	7/19/2019	6554830	Bus Office Copy Per Copy	1102000004	\$ 22.84
6559	Marco Technologies LLC	7/19/2019	389833500	FHS; B & W Copy Machine 754E	3002000009	\$ 1,458.49
	Marco Technologies LLC	7/19/2019	389833567	Comm Ed; Canon 1025N Copier	5002000001	\$ 472.53
6560	MIDCONTINENT COMMUNICATIONS	7/19/2019	70919	Transpor; Internet Service	7612000000	\$ 85.00
6561	NORTHEAST SERVICE COOPERATIVE	7/19/2019	1684	FY20 Member Dues		0 \$ 200.00
6562	TAYLOR'S PLUMBING & HEATING LLC	7/19/2019	1381	Plumbing Labor		0 \$ 300.00

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
6563	VOYAGEUR REFRIGERATION ICE INC	7/19/2019	6830	Replace Motors		0 \$ 136.00
	VOYAGEUR REFRIGERATION ICE INC	7/19/2019	6830	Replace Motors		0 \$ 236.00
6564	Further	7/22/2019	39107016	Medical FSA: 07/12/2019 - 7/22/2019		0 \$ 1,822.90
6565	DELTA DENTAL	7/23/2019	7709633	Dental Insurance - August 2019		0 \$ 1,822.02
	DELTA DENTAL	7/23/2019	7709633	Dental Insurance - August 2019		0 \$ 4,718.58
	DELTA DENTAL	7/23/2019	7709633	Dental Insurance - August 2019		0 \$ 88.98
	DELTA DENTAL	7/23/2019	7709633	Dental Insurance - August 2019		0 \$ 88.98
6566	Madison National Life	7/23/2019	1353992	Life Insurance - August 2019		0 \$ 36.00
	Madison National Life	7/23/2019	1353992	Life Insurance - August 2019		0 \$ 1,555.30
6567	Madison National Life	7/23/2019	1353991	LTD Insurance - August 2019		0 \$ 146.07
6568	NCPERS Group Life Ins.	7/23/2019	1.64913E+11	PERA Life Insurance - August 2019		0 \$ 144.00
6569	EVANGEL UNIVERSITY	7/26/2019	Caleb Hostette	2019 Richard Williams Memorial Scholarship - Caleb M. Hostetter - Evangel University		0 \$ 1,500.00
6570	University of Minnesota Duluth	7/26/2019	Andrew Strapk	2019 Scholarship Award - All		0 \$ 500.00
	University of Minnesota Duluth	7/26/2019	Andrew Strapk	2019 Scholarship Award - All Class Reunion \$500 - Andrew Strapko 2019 Scholarship Award - Backus Memorial Scholarship \$500 - Andrew Strapko UMD		0 \$ 500.00
6571	ARROWHEAD LIBRARY SYSTEM	7/25/2019	7164	Library Catalog System	6202000000	\$ 625.00
6572	Education Innovation Partners	7/25/2019	1200	Monthly Teleconference	6052000001	\$ 206.25
6573	Educator Benefit Consultants, LLC	7/25/2019	10304	403b Third Party Admin Svc	1102000007	\$ 161.88
6574	FALLS LUMBER COMPANY INC	7/25/2019	188195	FES; Paint		0 \$ 333.80
	FALLS LUMBER COMPANY INC	7/25/2019	188294	FES; Paint		0 \$ 174.94

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
6575	GUARDIAN PEST CONTROL INC	7/25/2019	2031166	Pest Control Service	8102000016	\$ 64.65
6576	Inland Leasing	7/25/2019	58942687	Cafeteria Vending Rental	7702000001	\$ 182.13
6577	KANTOR ELECTRIC INC	7/25/2019	15295	Pool; Fix Chlorinator	0	\$ 238.79
	KANTOR ELECTRIC INC	7/25/2019	15322	Labor	0	\$ 47.00
	KANTOR ELECTRIC INC	7/25/2019	15317	Floor Sander	0	\$ 227.04
6578	KOERTER'S INC	7/25/2019	130102	Lawnmower Gas	0	\$ 66.94
	KOERTER'S INC	7/25/2019	130253	Lawnmower Gas	0	\$ 68.44
6579	MN TELECOMMUNICATIONS	7/25/2019	5579	Broadband Services	0	\$ 1,512.50
6580	PELLAND WELDING INC	7/25/2019	94489	Mower Repair	0	\$ 10.00
	PELLAND WELDING INC	7/25/2019	94533	Tubing	0	\$ 101.30
6581	UNIQUE PHOTOWORKS	7/25/2019	72419	Sports Photos (1/2 down)	0	\$ 525.00
6582	UP NORTH BUILDERS INC	7/25/2019	4316-2	Part 2 Arena drainage and damp proofing	0	\$ 5,000.00
6583	COMMERICAL REFRIGERATION INC	7/26/2019	46780	System Start Up	0	\$ 750.00
6584	FLR Sanders	7/26/2019	4507	Sand and Finish FHS Gym Floor	0	\$ 27,427.78
6585	KANTOR ELECTRIC INC	7/26/2019	15321	Phase 2 Lighting Project	0	\$ 36,014.00
6586	NELSON-RUDIE INC	7/26/2019	42571	Arena; HVAC Upgrades	0	\$ 2,285.00
	NELSON-RUDIE INC	7/26/2019	42572	Arena; HVAC (Reimburseable)	0	\$ 10.80
6587	NORTHEAST SERVICE COOPERATIVE	7/26/2019	1761	2nd Qtr IEA Visits	0	\$ 2,460.00
6588	SHANNONS INC	7/26/2019	71619	Arena HVAC Project	0	\$ 84,015.90
6589	Further	7/29/2019	39114914	Medical FSA: 07/19/2019 - 7/25/2019	0	\$ 728.41
6590	Falls Education Foundation	8/2/2019	20190802ADFE	Payroll accrual	0	\$ 10.00
6591	MN Child Support Payment Center	8/2/2019	20190802ADcs	Payroll accrual	0	\$ 325.05
6592	MN Child Support Payment Center	8/2/2019	20190802ADCs	Payroll accrual	0	\$ 74.29
6593	FRONTIER	8/1/2019	71619	Monthly Telephone Service	8102000019	\$ 35.02
	FRONTIER	8/1/2019	71619	Monthly Telephone Service	8102000019	\$ 844.32
	FRONTIER	8/1/2019	71619	Monthly Telephone Service	8102000019	\$ 11.75
	FRONTIER	8/1/2019	71619	Monthly Telephone Service	8102000019	\$ 37.73
	FRONTIER	8/1/2019	71619	Monthly Telephone Service	8102000019	\$ 102.57
6594	HILLYARD HUTCHINSON	8/1/2019	603508882	Floor Wax	8102000010	\$ 896.00
6594	HILLYARD HUTCHINSON	8/1/2019	603508882	Floor Wax	8102000010	\$ 896.00
6595	K&K MEYERS INC	8/1/2019	21996	FHS; Lock Repair	0	\$ 341.04

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August Payables
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6596	LVC Companies Inc	8/1/2019	15260	FHS; Annual Fire Extg Maintenance		0 \$ 658.70
	LVC Companies Inc	8/1/2019	14315	FES; Annual Fire Extg		0 \$ 198.65
	LVC Companies Inc	8/1/2019	14316	Arena; Annual Fire Extg		0 \$ 131.31
6597	Marco Technologies LLC	8/1/2019	390296820	FES; Color Copier and FHS; Mailroom Copier	3002000010	\$ 456.58
	Marco Technologies LLC	8/1/2019	390296820	FES; Color Copier and FHS; Mailroom Copier	3002000010	\$ 382.07
6598	MN ENERGY RESOURCES CORP	8/1/2019	72219	Garage; Natural Gas Services	8102000013	\$ 64.21
6599	SCHOLASTIC EQUIPMENT COMPANY	8/1/2019	12963	Refurbish lockers at FES	8102000000	\$ 32,484.45
6600	STATE SUPPLY CO, INC	8/1/2019	562327	FHS; Supplies		0 \$ 62.43
6601	Studio B Flooring	8/1/2019	44	Library; Moving bookshelves		0 \$ 500.00
	Studio B Flooring	8/1/2019	43	Library; Removal of existing flooring		0 \$ 9,690.00
	Studio B Flooring	8/1/2019	71119	Tile and glue FES	8102000008	\$ 1,479.81
6602	TechCheck	8/1/2019	37633	Wireless Access Points	6052000000	\$ 29,141.95
6603	WATER DEPT	8/1/2019	72019	Water Usage	8102000014	\$ 5,684.38
	WATER DEPT	8/1/2019	72019	Water Usage	8102000014	\$ 233.02
	WATER DEPT	8/1/2019	72019	Water Usage	8102000014	\$ 654.06
	WATER DEPT	8/1/2019	72019	Water Usage	8102000014	\$ 55.79
	WATER DEPT	8/1/2019	72019	Water Usage	8102000014	\$ 59.84
6604	Further	8/5/2019	39122815	Medical FSA: 07/26/2019 - 8/1/2019		0 \$ 690.60
6605	Gjertson, John	8/7/2019	8/7/2019	Early Retirement Incentive - J. Gjertson		0 \$ 284.20
6606	VOYAGEURS NATIONAL PARK	8/7/2019	8062019	PALS boat trip		0 \$ 50.00
	VOYAGEURS NATIONAL PARK	8/13/2019	8062019	PALS boat trip		0 \$ (50.00)
6607	Falls Advanced Chiropractic Center	8/8/2019	71819	DOT Physical (B.S)		0 \$ 90.00
6608	HAWKINS INC	8/8/2019	4543550	Pool; Chemicals		0 \$ 330.39
6609	KANTOR ELECTRIC INC	8/8/2019	15353	Gym Storage Outlet		0 \$ 100.09
	KANTOR ELECTRIC INC	8/8/2019	15330	Pool; Install Auxillary Contractor		0 \$ 557.79
	KANTOR ELECTRIC INC	8/8/2019	15354	Phase 2 lighting projects	8102000001	\$ 1,651.10

August Payables
August 19, 2019

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
				Labor		
	KANTOR ELECTRIC INC	8/8/2019	15323	Labor; Bottle fill station	8102000004	\$ 188.00
	KANTOR ELECTRIC INC	8/8/2019	15309	Repair art room kiln	8102000003	\$ 564.00
6610	MIDCONTINENT COMMUNICATIONS	8/8/2019	72719	ALC Phone & Data	3002000007	\$ 167.46
6611	MinnKota Media Blasting	8/8/2019	147	Repaint Bus Wheels	0	\$ 620.50
6612	MR FAITH SOUND & LIGHT INC	8/8/2019	72519	PALS Picnic	5002000020	\$ 849.85
6613	Nelco	8/8/2019	6451747 RI	Blank Check Stock	1102000006	\$ 208.05
6614	Falls Advanced Chiropractic Center	8/8/2019	62619	DOT Physical (M.T)	0	\$ 90.00
6615	LORI A. THOMPSON	8/8/2019	323	Bowling Team Jerseys	0	\$ 500.00
6616	Further	8/12/2019	39130737	Medical FSA: 08/02/2019 -	0	\$ 769.97
				8/9/2019		
6620	FRONTIER	8/13/2019	72519	FES; Monthly Telephone Service	8102000019	\$ 102.57
6621	MN ENERGY RESOURCES CORP	8/13/2019	80219	Natural Gas Services	8102000013	\$ 890.43
	MN ENERGY RESOURCES CORP	8/13/2019	80219	Natural Gas Services	8102000013	\$ 342.12
	MN ENERGY RESOURCES CORP	8/13/2019	80219	Natural Gas Services	8102000013	\$ 36.07
	MN ENERGY RESOURCES CORP	8/13/2019	80219	Natural Gas Services	8102000013	\$ 12.02
6622	POSTMASTER	8/13/2019	Permit #67	Bulk Mailing Fee	0	\$ 235.00
6623	UNIQUE PHOTOWORKS	8/13/2019	80519	HOF Sport Photos	0	\$ 505.00
6624	North Dakota State University	8/14/2019	Gina Boyum	2019 Wallace Haglund Scholarship Award - Gina Boyum	0	\$ 250.00
6625	Annie's Frozen Yogurt	8/20/2019	23634	Frozen Yogurt	7702000000	\$ 100.00
6626	ARCC	8/20/2019	2020-MASA	19/20 MASA Dues	0	\$ 150.00
6627	ARROWHEAD LIBRARY SYSTEM	8/20/2019	7177	Library Catalog System	6202000000	\$ 625.00
6628	BSN SPORTS	8/20/2019	905678830	Football Supplies	2922000001	\$ 197.86
	BSN SPORTS	8/20/2019	905653344	Footballs for FB Team	2922000000	\$ 435.95
6629	Carlson, Colten	8/20/2019	72219	School Bus Test	0	\$ 2.50
6630	CITIZENS FOR BACKUS	8/20/2019	80119	ALC Lease Agreement	3002000015	\$ 703.73
6631	CliftonLarsonAllen LLP	8/20/2019	2197979	Human Resources Consultant	0	\$ 4,748.00
6632	CRANDALLS SEPTIC PUMPING	8/20/2019	5881	Track Portible Toilet Rental	0	\$ 25.00
6633	Education Innovation Partners	8/20/2019	1237	Monthly EIP Billing	6052000001	\$ 206.25
6634	Educator Benefit Consultants, LLC	8/20/2019	10684	403b Third Party Admin Svc	1102000007	\$ 161.88

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
6635	FRIENDS GARBAGE SERVICE, LLC	8/20/2019	9156412	Garbage Pickups	8102000034	\$ 1,703.52
6636	K&K MEYERS INC	8/20/2019	180	Materials & Labor for Ceiling replacement	0	\$ 106,800.00
	K&K MEYERS INC	8/20/2019	181	Band & Hall Ceiling Remodel	0	\$ 3,539.20
	K&K MEYERS INC	8/20/2019	22008	Building Permit for Ceiling Job	0	\$ 1,096.82
6637	KOERTER'S INC	8/20/2019	130522	Lawnmower Gas	0	\$ 69.70
	KOERTER'S INC	8/20/2019	130428	Lawnmower Gas	0	\$ 66.07
6638	KOOCHICHING COUNTY	8/20/2019	35481	July Tipping Fee	0	\$ 5.00
6639	MN SCHOOL BOARD ASSN	8/20/2019	22745Z2N2W2	FY20 Association Dues	0	\$ 5,256.00
6640	RAINY LAKE MEDICAL CENTER	8/20/2019	3397	PT/OT Therapies Services	3002000014	\$ 4,542.57
6641	Riverside Assessments LLC	8/20/2019	SO001824	Battelle Developmental Inventory (BDI-2) Scoring Booklets	3002000006	\$ 196.09
6642	ROCHESTER TELECOM SYSTEMS INC	8/20/2019	72219	Long Distance Phone Calls	8102000033	\$ 17.12
	ROCHESTER TELECOM SYSTEMS INC	8/20/2019	72219	Long Distance Phone Calls	8102000033	\$ 17.12
6643	Thompson, Sara	8/20/2019	80319	P & I Grant Marketing Consultant (July 2019)	7902000008	\$ 1,230.00
6644	TRUINSURE	8/20/2019	9146	FY20 Insurance Police Renewal	0	\$ 3,606.40
	TRUINSURE	8/20/2019	9147	FY20 Insurance Police Renewal	0	\$ 5,549.73
6645	K & K Meyers	8/20/2019	182	Ceiling Demo		\$ 2,653.00
	K & K Meyers	8/20/2019	184	Dump Trailer Rental		\$ 1,000.00
6646	MN UC Fund	8/20/2019	63019	2nd Qtr Unemployment Insurance		\$ 1,726.27
192000002	Besch, Tina	7/26/2019	63019	Mileage Reimbursement to and from Bank	0	\$ 92.57
192000003	Everson, Timothy	7/26/2019	63019	Cell Phone Reimbursement	0	\$ 450.00
192000004	Grover, Kevin	7/26/2019	63019	Cell Phone Reimbursement	0	\$ 450.00
192000005	Zika, Luke	7/26/2019	53019	BSU Teaching Honorarium	0	\$ 380.00
201900009	Educator Benefit Consultants, LLC	7/19/2019	20190719ADTS	Payroll accrual	0	\$ 280.78
	Educator Benefit Consultants, LLC	7/19/2019	20190719ADTS	Payroll accrual	0	\$ 335.39
	Educator Benefit Consultants, LLC	7/19/2019	20190719ADTS	Payroll accrual	0	\$ 5.00
	Educator Benefit Consultants, LLC	7/19/2019	20190719ADTS	Payroll accrual	0	\$ 100.00
	Educator Benefit Consultants, LLC	7/19/2019	20190719ADTS	Payroll accrual	0	\$ 46.16

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August Payables
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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	Educator Benefit Consultants, LLC	7/19/2019	20190719ADTS	Payroll accrual		0 \$ 150.00
	Educator Benefit Consultants, LLC	7/19/2019	20190719ADTS	Payroll accrual		0 \$ 244.62
	Educator Benefit Consultants, LLC	7/19/2019	20190719AFTS	Payroll accrual		0 \$ 192.32
	Educator Benefit Consultants, LLC	7/19/2019	20190719AFTS	Payroll accrual		0 \$ 230.78
	Educator Benefit Consultants, LLC	7/19/2019	20190719AFTS	Payroll accrual		0 \$ 60.00
201900010	ING	7/19/2019	20190719AFHC	Payroll accrual		0 \$ 158.48
	ING	7/19/2019	20190719AFHC	Payroll accrual		0 \$ 6.92
201900011	Internal Revenue Service	7/19/2019	20190719ADFI	Payroll accrual		0 \$ 3,238.56
	Internal Revenue Service	7/19/2019	20190719ADFI	Payroll accrual		0 \$ 367.00
	Internal Revenue Service	7/19/2019	20190719ADFI	Payroll accrual		0 \$ 4.19
	Internal Revenue Service	7/19/2019	20190719ADFT	Payroll accrual		0 \$ 10.00
	Internal Revenue Service	7/19/2019	20190719ADFT	Payroll accrual		0 \$ 12.00
	Internal Revenue Service	7/19/2019	20190719ADFT	Payroll accrual		0 \$ 4,388.49
	Internal Revenue Service	7/19/2019	20190719ADFT	Payroll accrual		0 \$ 264.59
	Internal Revenue Service	7/19/2019	20190719ADFT	Payroll accrual		0 \$ -
	Internal Revenue Service	7/19/2019	20190719ADM	Payroll accrual		0 \$ 757.40
	Internal Revenue Service	7/19/2019	20190719ADM	Payroll accrual		0 \$ 85.87
	Internal Revenue Service	7/19/2019	20190719ADM	Payroll accrual		0 \$ 0.98
	Internal Revenue Service	7/19/2019	20190719AFFI	Payroll accrual		0 \$ 3,238.56
	Internal Revenue Service	7/19/2019	20190719AFFI	Payroll accrual		0 \$ 367.00
	Internal Revenue Service	7/19/2019	20190719AFFI	Payroll accrual		0 \$ 4.19
	Internal Revenue Service	7/19/2019	20190719AFM	Payroll accrual		0 \$ 757.40
	Internal Revenue Service	7/19/2019	20190719AFM	Payroll accrual		0 \$ 85.87
	Internal Revenue Service	7/19/2019	20190719AFM	Payroll accrual		0 \$ 0.98
201900012	MINNESOTA REVENUE	7/19/2019	20190719ADSI	Payroll accrual		0 \$ 5.00
	MINNESOTA REVENUE	7/19/2019	20190719ADSI	Payroll accrual		0 \$ 2,107.01
	MINNESOTA REVENUE	7/19/2019	20190719ADSI	Payroll accrual		0 \$ 162.48
	MINNESOTA REVENUE	7/19/2019	20190719ADSI	Payroll accrual		0 \$ -
	MINNESOTA REVENUE	7/19/2019	20190719ADSI	Payroll accrual		0 \$ 12.00
201900013	MN Teachers Retirement Association	7/19/2019	20190719ADTF	Payroll accrual		0 \$ 951.62
	MN Teachers Retirement Association	7/19/2019	20190719ADTF	Payroll accrual		0 \$ 160.59
	MN Teachers Retirement Association	7/19/2019	20190719AFTR	Payroll accrual		0 \$ 1,004.90
	MN Teachers Retirement Association	7/19/2019	20190719AFTR	Payroll accrual		0 \$ 169.59

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Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
201900014	Public Employees Retirement Association	7/19/2019	20190719ADPE	Payroll accrual		0 \$ 2,477.02
	Public Employees Retirement Association	7/19/2019	20190719ADPE	Payroll accrual		0 \$ 86.45
	Public Employees Retirement Association	7/19/2019	20190719AFPE	Payroll accrual		0 \$ 2,858.10
	Public Employees Retirement Association	7/19/2019	20190719AFPE	Payroll accrual		0 \$ 99.75
201900015	Public Employees Retirement-DCP	7/19/2019	20190719ADDI	Payroll accrual		0 \$ 24.00
	Public Employees Retirement-DCP	7/19/2019	20190719AFDC	Payroll accrual		0 \$ 24.00
201900016-	BMO	7/17/2019		Credit Card Payment AP		0 \$ 831.42
201900019		7/17/2019		(See Attached Report)		0
201900020	Educator Benefit Consultants, LLC	8/2/2019	20190802ADTS	Payroll accrual		0 \$ 280.78
	Educator Benefit Consultants, LLC	8/2/2019	20190802ADTS	Payroll accrual		0 \$ 335.39
	Educator Benefit Consultants, LLC	8/2/2019	20190802ADTS	Payroll accrual		0 \$ 5.00
	Educator Benefit Consultants, LLC	8/2/2019	20190802ADTS	Payroll accrual		0 \$ 100.00
	Educator Benefit Consultants, LLC	8/2/2019	20190802ADTS	Payroll accrual		0 \$ 46.16
	Educator Benefit Consultants, LLC	8/2/2019	20190802ADTS	Payroll accrual		0 \$ 150.00
	Educator Benefit Consultants, LLC	8/2/2019	20190802ADTS	Payroll accrual		0 \$ 244.62
	Educator Benefit Consultants, LLC	8/2/2019	20190802AFTS	Payroll accrual		0 \$ 192.32
	Educator Benefit Consultants, LLC	8/2/2019	20190802AFTS	Payroll accrual		0 \$ 230.78
	Educator Benefit Consultants, LLC	8/2/2019	20190802AFTS	Payroll accrual		0 \$ 60.00
201900021	ING	8/2/2019	20190802AFHC	Payroll accrual		0 \$ 158.48
	ING	8/2/2019	20190802AFHC	Payroll accrual		0 \$ 6.92
201900022	Internal Revenue Service	8/2/2019	20190802ADFI	Payroll accrual		0 \$ 3,428.06
	Internal Revenue Service	8/2/2019	20190802ADFI	Payroll accrual		0 \$ 392.19
	Internal Revenue Service	8/2/2019	20190802ADFI	Payroll accrual		0 \$ 31.84
	Internal Revenue Service	8/2/2019	20190802ADFI	Payroll accrual		0 \$ 10.00
	Internal Revenue Service	8/2/2019	20190802ADFI	Payroll accrual		0 \$ 12.00
	Internal Revenue Service	8/2/2019	20190802ADFI	Payroll accrual		0 \$ 4,797.62
	Internal Revenue Service	8/2/2019	20190802ADFI	Payroll accrual		0 \$ 334.67
	Internal Revenue Service	8/2/2019	20190802ADFI	Payroll accrual		0 \$ -
	Internal Revenue Service	8/2/2019	20190802ADM	Payroll accrual		0 \$ 801.72
	Internal Revenue Service	8/2/2019	20190802ADM	Payroll accrual		0 \$ 91.77
	Internal Revenue Service	8/2/2019	20190802ADM	Payroll accrual		0 \$ 7.45
	Internal Revenue Service	8/2/2019	20190802AFFI	Payroll accrual		0 \$ 3,428.06
	Internal Revenue Service	8/2/2019	20190802AFFI	Payroll accrual		0 \$ 392.19

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August Payables
August 19, 2019

Check No	Vendor	Check Date	Invoice No	Invoice Description	PO Number	Amount
	Internal Revenue Service	8/2/2019	20190802AFFI	Payroll accrual	0	\$ 31.84
	Internal Revenue Service	8/2/2019	20190802AFM	Payroll accrual	0	\$ 801.72
	Internal Revenue Service	8/2/2019	20190802AFM	Payroll accrual	0	\$ 91.77
	Internal Revenue Service	8/2/2019	20190802AFM	Payroll accrual	0	\$ 7.45
201900023	MINNESOTA REVENUE	8/2/2019	20190802ADSI	Payroll accrual	0	\$ 5.00
	MINNESOTA REVENUE	8/2/2019	20190802ADSI	Payroll accrual	0	\$ 2,311.13
	MINNESOTA REVENUE	8/2/2019	20190802ADSI	Payroll accrual	0	\$ 190.82
	MINNESOTA REVENUE	8/2/2019	20190802ADSI	Payroll accrual	0	\$ -
	MINNESOTA REVENUE	8/2/2019	20190802ADSI	Payroll accrual	0	\$ 12.00
201900024	MN Teachers Retirement Association	8/2/2019	20190802ADTF	Payroll accrual	0	\$ 1,103.89
	MN Teachers Retirement Association	8/2/2019	20190802ADTF	Payroll accrual	0	\$ 160.59
	MN Teachers Retirement Association	8/2/2019	20190802ADTF	Payroll accrual	0	\$ 38.51
	MN Teachers Retirement Association	8/2/2019	20190802AFTR	Payroll accrual	0	\$ 1,165.70
	MN Teachers Retirement Association	8/2/2019	20190802AFTR	Payroll accrual	0	\$ 169.59
	MN Teachers Retirement Association	8/2/2019	20190802AFTR	Payroll accrual	0	\$ 40.67
201900025	Public Employees Retirement Association	8/2/2019	20190802ADPE	Payroll accrual	0	\$ 2,503.33
	Public Employees Retirement Association	8/2/2019	20190802ADPE	Payroll accrual	0	\$ 88.42
	Public Employees Retirement Association	8/2/2019	20190802AFPE	Payroll accrual	0	\$ 2,888.47
	Public Employees Retirement Association	8/2/2019	20190802AFPE	Payroll accrual	0	\$ 102.00
201900026	Public Employees Retirement-DCP	8/2/2019	20190802ADDI	Payroll accrual	0	\$ 24.00
	Public Employees Retirement-DCP	8/2/2019	20190802AFDC	Payroll accrual	0	\$ 24.00
201900027-	BMO	8/1/2019	7271900000	Credit Card Payment AP	0	
201900087				(See Attached Report)		\$ 18,958.35
Total						\$ 524,816.95

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Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX8335	07/26/2019	4712	SteelEug000	Steele Eugene L	Industrial Lubricant C, Grand R	INDUSTRI001	07/29/2019		Invoiced	A	525.30
		2	Yearly supply of Oil for transportation fleet		7602000000	Gene's C/C00000	07/27/2019	525.30			
	07/26/2019	4713	SteelEug000	Steele Eugene L	Northern Lumber Yard I, Intl Fa	NORTHERN005	07/29/2019		Invoiced	A	23.38
		1	Bus bumper bolts			Gene's C/C00001	07/27/2019	23.38			
	07/25/2019	4711	SteelEug000	Steele Eugene L	Mannco Trucking Inc, Internatio	MANNCO T000	07/29/2019		Invoiced	A	151.28
		1	Fuel filters			Gene's C/C00002	07/27/2019	151.28			
	07/19/2019	4644	SteelEug000	Steele Eugene L	Auto Value International, Interna	AUTO VAL000	07/29/2019		Invoiced	A	126.67
		1	Valve job, Head machining			Gene's C/C00003	07/27/2019	126.67			
	07/19/2019	4645	SteelEug000	Steele Eugene L	Northern Lumber Yard I, Intl Fa	NORTHERN005	07/29/2019		Invoiced	A	27.72
		1	Misc. nuts and bolts			Gene's C/C00001	07/27/2019	27.72			
	07/11/2019	4642	SteelEug000	Steele Eugene L	Oreilly Auto #3901, Internation	O'REILLY000	07/29/2019		Invoiced	A	24.08
		2	Transportation		8102000011	Gene's C/C00004	07/27/2019	24.08			
	07/11/2019	4643	SteelEug000	Steele Eugene L	Oreilly Auto #3901, Internation	O'REILLY000	07/29/2019		Invoiced	A	7.99
		2	Transportation		8102000011	Gene's C/C00005	07/27/2019	7.99			
	07/10/2019	4641	SteelEug000	Steele Eugene L	Auto Value International, Interna	AUTO VAL000	07/29/2019		Invoiced	A	81.98
		1	Parts cleaning fluid			Gene's C/C00003	07/27/2019	81.98			
	07/09/2019	4640	SteelEug000	Steele Eugene L	Oreilly Auto #3901, Internation	O'REILLY000	07/29/2019		Invoiced	A	22.64
		2	Transportation		8102000011	Gene's C/C00006	07/27/2019	22.64			
			9 transaction(s) for XXXXXXXXXXXX8335. Total Amount ==>								
XXXXXXXXXXXX7362	07/26/2019	4714			Ups 00000027v3e7299, 800-811-16	UPS 000	07/29/2019		Invoiced	A	6.90
		1	UPS charge for Operations/Mtce			Stacy's C/C00000	07/27/2019	6.90			
	07/24/2019	4654			Cts Frontier Onlinepay, 800-921	FRONTIER000	07/29/2019		Invoiced	A	180.83
		2	Arena Phone Service		8102000019	Stacy's C/C00001	07/27/2019	180.83			
	07/24/2019	4655			Lamar Media Corp, 225-237-1068,	LAMAR C0000	07/29/2019		Invoiced	A	965.00
		1	Billboards monthly charge P&I Grant			Stacy's C/C00002	07/27/2019	965.00			
	07/19/2019	4652			Usps.Com Postal Store, 800-275-	POSTMAST000	07/29/2019		Invoiced	A	2,923.90
		2	Window Envelopes		1102000005	Stacy's C/C00003	07/27/2019	973.65			
		3	No Window		1102000005	Stacy's C/C00003	07/27/2019	1,933.80			
		4	Shipping		1102000005	Stacy's C/C00003	07/27/2019	16.45			
	07/19/2019	4653			Abf Transportation Svc, 479-785		07/29/2019		Invoiced	A	736.81
		1	Return Freight for Bev Machine			Stacy's C/C00004	07/27/2019	736.81			
	07/17/2019	4650			Singapore Math, Inc, 5035578100		07/29/2019		Invoiced	A	600.00
		1	St. Thomas Non Public aid textbooks			Stacy's C/C00004	07/27/2019	600.00			
07/17/2019	4651			Singapore Math, Inc, 5035578100		07/29/2019		Invoiced	A	840.00	
	1	St. Thomas Non Public Book Purchase			Stacy's C/C00004	07/27/2019	840.00				
07/16/2019	4648			Laborlawcenter, Inc, 7147541813	LABOR LA000	07/29/2019		Invoiced	A	37.90	
	2	Labor Law Poster		1102000001	Stacy's C/C00005	07/27/2019	29.95				

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Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX7362	continued...										
	3	Shipping			1102000001	Stacy's C/C00005	07/27/2019	7.95			
	07/16/2019	4649			Decker Equipment, 800-7624899,	DECKER I000	07/29/2019		Invoiced	A	439.17
	6	handicapped parking signs			8102000005	Stacy's C/C00007	07/27/2019	134.25			
	7	Unauthorized motor vehicles signs for playgrou			8102000005	Stacy's C/C00007	07/27/2019	53.70			
	8	24 gal. thin trash container for high school 1			8102000005	Stacy's C/C00007	07/27/2019	217.86			
	9	shipping			8102000005	Stacy's C/C00007	07/27/2019	43.36			
	10	Promotional Discount				Stacy's C/C00006	07/27/2019	-10.00			
	07/09/2019	4646			Paul Bunyan Communicat, 2184441	PAUL BUN000	07/29/2019		Invoiced	A	650.00
	2	36 Month Contract for 1000Mbps, Midnight-4pm/5			6052000003	Stacy's C/C00008	07/27/2019	650.00			
	07/09/2019	4647			Mn Dept Health Vital R, 651-201	MN DEPT 002	07/29/2019		Invoiced	A	180.00
	1	Census Data from state of MN				Stacy's C/C00009	07/27/2019	180.00			
					11 transaction(s) for XXXXXXXXXXXX7362. Total Amount ==>						7,560.51
XXXXXXXXXXXX7132	07/16/2019	4681	ANDERJER000	Anderson Jeremy R	Oreilly Auto #3901, Internation	O'REILLY000	07/29/2019		Invoiced	A	28.98
	2	Transportation			8102000011	Jeremy's C/C00000	07/27/2019	28.98			
	07/09/2019	4678	ANDERJER000	Anderson Jeremy R	Oreilly Auto #3901, Internation	O'REILLY000	07/29/2019		Invoiced	A	21.99
	2	Transportation			8102000011	Jeremy's C/C00001	07/27/2019	21.99			
	07/09/2019	4679	ANDERJER000	Anderson Jeremy R	Oreilly Auto #3901, Internation	O'REILLY000	07/29/2019		Invoiced	A	48.96
	2	Transportation			8102000011	Jeremy's C/C00002	07/27/2019	48.96			
	07/09/2019	4680	ANDERJER000	Anderson Jeremy R	Northern Lumber Yard I, Intl Fa	NORTHERN005	07/29/2019		Invoiced	A	13.56
	1	Specialty Tool				Jeremy's C/C00003	07/27/2019	13.56			
					4 transaction(s) for XXXXXXXXXXXX7132. Total Amount ==>						113.49
XXXXXXXXXXXX7648	07/25/2019	4719	SLATIBET000	Slatinski BethAnne K	Quality Logo Products, 86631256	QUALITY 000	07/29/2019		Invoiced	A	468.47
	2	Coalition Advertising (cinch sacs)			7902000002	Beth's C/C00000	07/27/2019	468.47			
	07/22/2019	4699	SLATIBET000	Slatinski BethAnne K	Gaylord Texan F&b, 866-435-7627		07/29/2019		Invoiced	A	68.46
	1					Beth's C/C00001	07/27/2019	68.46			
	07/22/2019	4700	SLATIBET000	Slatinski BethAnne K	Gaylord Texan F&b, 866-435-7627		07/29/2019		Invoiced	A	38.37
	1					Beth's C/C00001	07/27/2019	38.37			
	07/22/2019	4701	SLATIBET000	Slatinski BethAnne K	Sonny Bryans El3 Dfw, Dallas, T		07/29/2019		Invoiced	A	40.40
	1					Beth's C/C00001	07/27/2019	40.40			
	07/22/2019	4702	SLATIBET000	Slatinski BethAnne K	Delta 00682901285846, Dallas, T		07/29/2019		Invoiced	A	30.00
	1					Beth's C/C00001	07/27/2019	30.00			
	07/22/2019	4703	SLATIBET000	Slatinski BethAnne K	Delta 00682909856812, Dallas, T		07/29/2019		Invoiced	A	30.00
	1					Beth's C/C00001	07/27/2019	30.00			
	07/22/2019	4704	SLATIBET000	Slatinski BethAnne K	Delta 00682907004566, Dallas, T		07/29/2019		Invoiced	A	30.00
	1					Beth's C/C00001	07/27/2019	30.00			

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Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX7648		continued...									
	07/22/2019	4705	SLATIBET000	Slatinski BethAnne K	Gaylord Texan Front De, 866-435		07/29/2019		Invoiced	A	805.20
	1					Beth's C/C00001	07/27/2019	805.20			
	07/22/2019	4706	SLATIBET000	Slatinski BethAnne K	Gaylord Texan Front De, 866-435		07/29/2019		Invoiced	A	43.94
	1					Beth's C/C00001	07/27/2019	43.94			
	07/22/2019	4707	SLATIBET000	Slatinski BethAnne K	Gaylord Texan Front De, 866-435		07/29/2019		Invoiced	A	1,023.50
	1					Beth's C/C00001	07/27/2019	1,023.50			
	07/22/2019	4708	SLATIBET000	Slatinski BethAnne K	Gaylord Texan Front De, 866-435		07/29/2019		Invoiced	A	1,023.50
	1					Beth's C/C00001	07/27/2019	1,023.50			
	07/22/2019	4709	SLATIBET000	Slatinski BethAnne K	Quality Logo Products, 86631256	QUALITY 000	07/29/2019		Invoiced	A	643.48
	2	Coalition Pens and Sticky Note Pads 12f			7902000001	Beth's C/C00002	07/27/2019	643.48			
	07/19/2019	4697	SLATIBET000	Slatinski BethAnne K	Gaylord Texan F&b, 866-435-7627		07/29/2019		Invoiced	A	42.22
	1					Beth's C/C00001	07/27/2019	42.22			
	07/19/2019	4698	SLATIBET000	Slatinski BethAnne K	Whataburger 460 Q26, Grapevine,		07/29/2019		Invoiced	A	26.92
	1					Beth's C/C00001	07/27/2019	26.92			
	07/18/2019	4693	SLATIBET000	Slatinski BethAnne K	Gaylord Texan F&b, 866-435-7627		07/29/2019		Invoiced	A	38.65
	1					Beth's C/C00001	07/27/2019	38.65			
	07/18/2019	4694	SLATIBET000	Slatinski BethAnne K	Hotelscom8080834306018, Hotels.		07/29/2019		Invoiced	A	360.47
	1					Beth's C/C00001	07/27/2019	360.47			
	07/18/2019	4695	SLATIBET000	Slatinski BethAnne K	Sonic #4638, Murphy, TX, 75094,		07/29/2019		Invoiced	A	26.49
	1					Beth's C/C00001	07/27/2019	26.49			
	07/18/2019	4696	SLATIBET000	Slatinski BethAnne K	Lucys Lot, Grapevine, TX, 76051		07/29/2019		Invoiced	A	50.03
	1					Beth's C/C00001	07/27/2019	50.03			
	07/17/2019	4688	SLATIBET000	Slatinski BethAnne K	Banners.Com, 3209656226, MN, 56		07/29/2019		Invoiced	A	186.08
	2	Banners (Billboard design) 12a (Vendor Banners			7902000000	Beth's C/C00003	07/27/2019	186.08			
	07/17/2019	4689	SLATIBET000	Slatinski BethAnne K	Local Diner Coppell, Coppell, T		07/29/2019		Invoiced	A	44.33
	1					Beth's C/C00001	07/27/2019	44.33			
	07/17/2019	4690	SLATIBET000	Slatinski BethAnne K	Gaylord Palms Hotel Fl, 866-435		07/29/2019		Invoiced	A	262.21
	1					Beth's C/C00001	07/27/2019	262.21			
	07/17/2019	4691	SLATIBET000	Slatinski BethAnne K	Texas Spice Omni Dcch, Dallas,		07/29/2019		Invoiced	A	80.36
	1					Beth's C/C00001	07/27/2019	80.36			
	07/17/2019	4692	SLATIBET000	Slatinski BethAnne K	Twisted Root Burger -, Coppell,		07/29/2019		Invoiced	A	49.78
	1					Beth's C/C00001	07/27/2019	49.78			
	07/16/2019	4686	SLATIBET000	Slatinski BethAnne K	Gaylord Texan F&b, 866-435-7627		07/29/2019		Invoiced	A	79.95
	1					Beth's C/C00001	07/27/2019	79.95			
	07/16/2019	4687	SLATIBET000	Slatinski BethAnne K	Tst Cavalli Pizza Dal, Dallas,		07/29/2019		Invoiced	A	67.13
	1					Beth's C/C00001	07/27/2019	67.13			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX7648	continued...										
	07/15/2019	4683	SLATIBET000	Slatinski BethAnne K	Delta 00682909775940, Intl Fall		07/29/2019		Invoiced	A	30.00
	1					Beth's C/C00001	07/27/2019	30.00			
	07/15/2019	4684	SLATIBET000	Slatinski BethAnne K	Delta 00682906923952, Intl Fall		07/29/2019		Invoiced	A	30.00
	1					Beth's C/C00001	07/27/2019	30.00			
	07/15/2019	4685	SLATIBET000	Slatinski BethAnne K	Delta 00682904068000, Intl Fall		07/29/2019		Invoiced	A	30.00
	1					Beth's C/C00001	07/27/2019	30.00			
	07/05/2019	4682	SLATIBET000	Slatinski BethAnne K	Amzn Mktp Us*mhln72tl2, Amzn.Co	AMAZON B000	07/29/2019		Invoiced	A	463.24
	1					Beth's C/C00004	07/27/2019	463.24			
	07/02/2019	4638	SLATIBET000	Slatinski BethAnne K	Copper Horse Restauran, Belgrad		07/03/2019		Invoiced	A	56.40
	1					Beth's C/C00000	07/17/2019	56.40			
	06/28/2019	4632	SLATIBET000	Slatinski BethAnne K	Gallatin Riverhouse Gr, Gallati		07/03/2019		Invoiced	A	64.08
	1					Beth's C/C00000	07/17/2019	64.08			
	06/28/2019	4633	SLATIBET000	Slatinski BethAnne K	Choppers Grub And Pub, Big Sky,		07/03/2019		Invoiced	A	44.36
	1					Beth's C/C00000	07/17/2019	44.36			
	06/28/2019	4634	SLATIBET000	Slatinski BethAnne K	Delta, Bozeman, MT, 30354-1989,		07/03/2019		Invoiced	A	30.00
	1					Beth's C/C00000	07/17/2019	30.00			
	06/28/2019	4635	SLATIBET000	Slatinski BethAnne K	Conoco - Thriftway Ss, Bozeman,		07/03/2019		Invoiced	A	18.63
	1					Beth's C/C00000	07/17/2019	18.63			
	06/28/2019	4636	SLATIBET000	Slatinski BethAnne K	Delta, Bozeman, MT, 30354-1989,		07/03/2019		Invoiced	A	30.00
	1					Beth's C/C00000	07/17/2019	30.00			
	06/28/2019	4637	SLATIBET000	Slatinski BethAnne K	Delta, Bozeman, MT, 30354-1989,		07/03/2019		Invoiced	A	30.00
	1					Beth's C/C00000	07/17/2019	30.00			
											36 transaction(s) for XXXXXXXXXXXX7648. Total Amount ==>> 6,386.65
XXXXXXXXXXXX2348	07/17/2019	4710	AMDAHRAC000	Amdahl Rachel J	Minnesota Community Ed, 6512570		07/29/2019		Invoiced	A	449.00
	2	conference fee			5002000000	Rachel's C/C00000	07/27/2019	449.00			
XXXXXXXXXXXX2355	07/02/2019	4639	JORGELOR000	Jorgenson Lori R	Dispute: Dmi* Dell Higher Ed		07/03/2019		Invoiced	A	-1,588.13
	1	FY19 Refund Dell charged wrong c/c for order				Lori's C/C00000	07/27/2019	-1,588.13			
XXXXXXXXXXXX2606	07/22/2019	4665	HOLT THO000	Holt Thomas T	State Supply, 6517745985, MN, 5	STATE SU000	07/29/2019		Invoiced	A	995.42
	2	2 Goose next faucets for art room			8102000015	Tom's C/C00000	07/27/2019	521.84			
	3	2 Vandal-resistant push, self closing faucets			8102000015	Tom's C/C00000	07/27/2019	473.58			
	07/19/2019	4664	HOLT THO000	Holt Thomas T	Jacks Small Engines &, 410-6926	JACK'S S000	07/29/2019		Invoiced	A	50.94
	1	Belt for old zero turn mower				Tom's C/C00001	07/27/2019	50.94			
	07/18/2019	4663	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019		Invoiced	A	47.84
	2	FHS blanket			8102000009	Tom's C/C00002	07/27/2019	47.84			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount			
XXXXXXXXXXXX2606	continued...										
	07/16/2019	4662	HOLT	THO000	Holt Thomas T	Oreilly Auto #3901, Internation	O'REILLY000	07/29/2019	Invoiced	A	184.79
	2	Transportation			8102000011	Tom's C/C00003	07/27/2019	184.79			
	07/15/2019	4660	HOLT	THO000	Holt Thomas T	Jacks Small Engines &, 410-6926	JACK'S S000	07/29/2019	Invoiced	A	41.62
	1	intake Valve for old Zero turn Toro				Tom's C/C00001	07/27/2019	41.62			
	07/15/2019	4661	HOLT	THO000	Holt Thomas T	Acme Tools Bemidji, Bemidji, MN	ACME TOO000	07/29/2019	Invoiced	A	269.00
	2	Drill and driver set for FHS			8102000007	Tom's C/C00004	07/27/2019	269.00			
	07/11/2019	4658	HOLT	THO000	Holt Thomas T	Jacks Small Engines &, 410-6926	JACK'S S000	07/29/2019	Invoiced	A	126.25
	1	Zero turn mower motor rebuild kit				Tom's C/C00001	07/27/2019	126.25			
	07/11/2019	4659	HOLT	THO000	Holt Thomas T	Pats Small Engine Plus, 7634131	PAT'S SM000	07/29/2019	Invoiced	A	41.15
	1	Zero turn mower parts				Tom's C/C00005	07/27/2019	41.15			
	07/10/2019	4657	HOLT	THO000	Holt Thomas T	State Supply, 6517745985, MN, 5	STATE SU000	07/29/2019	Invoiced	A	63.30
	1	gasket Braid cord				Tom's C/C00006	07/27/2019	63.30			
	07/09/2019	4656	HOLT	THO000	Holt Thomas T	Masms, Cold Spring, MN, 56320,		07/29/2019	Invoiced	A	540.00
	1	Masms conference and hotel				Tom's C/C00007	07/27/2019	540.00			
	06/28/2019	4627	HOLT	THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/03/2019	Invoiced	A	-25.25
	1	FHS parts				Tom's C/C00000	07/17/2019	-25.25			
	06/28/2019	4628	HOLT	THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/03/2019	Invoiced	A	23.63
	1	FHS misc. parts				Tom's C/C00000	07/17/2019	23.63			
	06/28/2019	4629	HOLT	THO000	Holt Thomas T	Pats Small Engine Plus, 7634131		07/03/2019	Invoiced	A	314.97
	1	p.o. # 8101900147 Parts for older toro z turn				Tom's C/C00001	07/17/2019	314.97			
	06/28/2019	4630	HOLT	THO000	Holt Thomas T	Dalco Enterprises, 6512516657,	DALCO 000	07/03/2019	Invoiced	A	199.28
	1	p.o. # 8101900145				Tom's C/C00002	07/17/2019	199.28			
	06/28/2019	4631	HOLT	THO000	Holt Thomas T	Dalco Enterprises, 6512516657,	DALCO 000	07/03/2019	Invoiced	A	45.32
	1	p.o.#8101900143				Tom's C/C00002	07/17/2019	45.32			
	15 transaction(s) for XXXXXXXXXXXX2606. Total Amount ==>>										2,918.26
XXXXXXXXXXXX8863	07/26/2019	4716	HOLT	THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019	Invoiced	A	12.67
	2	FHS blanket			8102000009	Cust's C/C00000	07/27/2019	12.67			
	07/26/2019	4717	HOLT	THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019	Invoiced	A	47.84
	2	FES blanket			8102000009	Cust's C/C00001	07/27/2019	47.84			
	07/26/2019	4718	HOLT	THO000	Holt Thomas T	Northern Lumber Yard I, Intl Fa	NORTHERN005	07/29/2019	Invoiced	A	19.99
	1	Hammer drill bit				Cust's C/C00002	07/27/2019	19.99			
	07/25/2019	4715	HOLT	THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019	Invoiced	A	54.97
	2	FHS blanket			8102000009	Cust's C/C00003	07/27/2019	54.97			
	07/22/2019	4677	HOLT	THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019	Invoiced	A	28.55
	2	FHS blanket			8102000009	Cust's C/C00004	07/27/2019	28.55			

Card Number	Tran Date	Tran ID	Used By	Name	Where Used	Purch Vendor	Imp Date	Post Date	Status	App	Amount	
	Line	Description			PO Number	Invoice Number	Invoice Dt	Amount				
XXXXXXXXXXXX8863	continued...											
	07/19/2019	4676	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019		Invoiced	A	143.08	
	2	FHS blanket			8102000009	Cust's C/C00005	07/27/2019	143.08				
	07/16/2019	4675	HOLT THO000	Holt Thomas T	Pelland Welding, International,	PELLAND 001	07/29/2019		Invoiced	A	112.78	
	1	Metal for FHS roof Ladder				Cust's C/C00006	07/27/2019	112.78				
	07/15/2019	4671	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019		Invoiced	A	29.89	
	2	FHS blanket			8102000009	Cust's C/C00007	07/27/2019	29.89				
	07/15/2019	4672	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019		Invoiced	A	66.59	
	2	FES blanket			8102000009	Cust's C/C00008	07/27/2019	66.59				
	07/15/2019	4673	HOLT THO000	Holt Thomas T	Falls Lumber, International, MN	FALLS LU000	07/29/2019		Invoiced	A	16.99	
	1	Rebar for ladder fhs				Cust's C/C00009	07/27/2019	16.99				
	07/15/2019	4674	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019		Invoiced	A	87.94	
	2	FES blanket			8102000009	Cust's C/C00010	07/27/2019	87.94				
	07/10/2019	4670	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019		Invoiced	A	9.61	
	2	FES blanket			8102000009	Cust's C/C00011	07/27/2019	9.61				
	07/09/2019	4669	HOLT THO000	Holt Thomas T	Oreilly Auto #3901, Internation	O'REILLY000	07/29/2019		Invoiced	A	2.71	
	2	Transportation			8102000011	Cust's C/C00012	07/27/2019	2.71				
	07/04/2019	4668	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019		Invoiced	A	40.28	
	2	FHS blanket			8102000009	Cust's C/C00013	07/27/2019	40.28				
	07/03/2019	4666	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019		Invoiced	A	23.02	
	2	FHS blanket			8102000009	Cust's C/C00014	07/27/2019	23.02				
	07/03/2019	4667	HOLT THO000	Holt Thomas T	Menards Intl Falls, Intl Falls	MENARDS 000	07/29/2019		Invoiced	A	18.95	
	2	FHS blanket			8102000009	Cust's C/C00015	07/27/2019	18.95				
											16 transaction(s) for XXXXXXXXXXXX8863. Total Amount ==>>	715.86
											93 transaction(s). Total Amount ==>>	17,546.68

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

2018-2019 INVESTMENT SUMMARY REPORT

As of 06/30/2019

ARENA BOND ACCOUNT								
BANK	AMOUNT	ACCRUE DATE	INVEST DATE	MATURE DATE	INTEREST RATE	ESTIMATED INTEREST	Actual Interest Earned 06/30/2019	Transaction Id
MN Trust BOND	850,000.00	6/30/2018	6/25/2018	7/25/2018	2.02%	\$ 1,411.24	\$ 1,411.24	256348
MN Trust BOND	500,000.00		7/25/2018	8/24/2018	2.05%	\$ 842.48	\$ 842.48	257995
MN Trust BOND	500,000.00		8/24/2018	9/25/2018	2.06%	\$ 903.02	\$ 903.02	259995
MN Trust BOND	500,000.00		9/25/2018	10/25/2018	2.12%	\$ 871.24	\$ 871.24	261738
MN Trust BOND	500,000.00		10/25/2018	11/26/2018	2.12%	\$ 968.78	\$ 968.78	262769
MN Trust BOND	500,000.00		11/26/2018	12/26/2018	2.23%	\$ 916.45	\$ 916.45	263569
MN Trust BOND	500,000.00		12/26/2018	1/25/2019	2.30%	\$ 987.54	\$ 987.54	264377
MN Trust BOND	500,000.00		1/25/2019	2/25/2019	2.53%	\$ 1,074.39	\$ 1,074.39	265284
MN Trust BOND	500,000.00		2/25/2019	3/25/2019	2.53%	\$ 940.42	\$ 940.42	266287
MN Trust BOND	500,000.00		3/25/2019	4/25/2019	2.47%	\$ 1,048.91	\$ 1,048.91	267873

DISTRICT INVESTMENTS:

SHORT TERM INVESTMENTS	AMOUNT	ACCRUE DATE	INVEST DATE	MATURE DATE	INTEREST RATE	ESTIMATED INTEREST	ACTUAL INTEREST EARNED	ACCRUED INTEREST 06/30/2019	REFERENCE #
MN Trust	\$ 425,000.00		7/25/2018	8/24/2018	2.05%	\$ 716.10	\$ 716.10		257994
MN Trust	\$ 425,000.00		8/24/2018	9/25/2018	2.06%	\$ 767.56	\$ 767.56		259994
MN Trust	\$ 425,000.00		9/25/2018	10/25/2018	2.12%	\$ 740.55	\$ 740.55		261737
MN Trust	\$ 425,000.00		10/25/2018	11/26/2018	2.21%	\$ 823.46	\$ 823.46		262768
MN Trust	\$ 425,000.00		11/26/2018	12/26/2018	2.23%	\$ 780.49	\$ 780.49		263568
MN Trust	\$ 425,000.00		12/26/2018	1/25/2019	2.40%	\$ 839.41	\$ 839.41		264376
MN Trust	\$ 425,000.00		1/25/2019	2/25/2019	2.53%	\$ 913.23	\$ 913.23		265283
MN Trust	\$ 957,909.00		3/25/2019	4/25/2019	2.47%	\$ 2,009.51	\$ 2,009.51		267872
MN Trust	\$ 959,000.00		4/25/2019	5/24/2019	2.41%	\$ 1,836.29	\$ 1,836.29		269015
MN Trust	\$ 960,000.00		5/25/2019	6/25/2019	2.36%	\$ 1,986.29	\$ 1,986.29		270172
MN Trust	\$ 961,000.00	6/30/2019	6/25/2019	7/25/2019	2.26%	\$ 1,785.09		\$ 297.52	273198

Certificate of Deposits:	Amount	Accrue Date	Invest Date	Mature Date	Interest Rate	Estimated Interest	Actual Interest Earned	Accrued Interest 06/30/2019	REFERENCE #
MN Trust CD (Sonabank)	\$ 199,000.00		12/12/2017	12/12/2018		\$ 3,169.08	\$ 3,169.08		249195
MN Trust CD (Capital Bank)	\$ 101,000.00		12/12/2017	12/12/2018		\$ 1,575.60	\$ 1,575.60		249196
MN Trust CD 24635	\$ 200,000.00	6/30/2019	7/23/2018	7/22/2019	2.35%	\$ 4,687.12		\$ 4,403.84	257853

Description: SBAA Acct. Receipt/Disbursement Summary Rpt - Receipts/Disbursements

Account	Description	Jul. 1, 2018 Beginning Balance	Posted SBAA Receipts	Posted SBAA Disbursements	Jun. 30, 2019 Ending Balance
20 L 001 71	Robotics/Robotics	-7,661.83	-5,000.00	9,029.69	-3,632.14
20 L 001 74	Football/Cheerleaders Football	-3,152.12	-2,030.00	3,492.76	-1,689.36
20 L 001 76	Cheerleader FTB/Cheerleaders	-770.00	0.00	770.00	0.00
20 L 001 77	Cheerleader HCK/Cheerleaders Hockey	-1,756.38	-746.00	233.99	-2,268.39
20 L 001 78	Cheerleader BSK/Cheerleaders Basketball	-1,520.89	-500.00	2,020.89	0.00
20 L 001 79	MHS/MN Honor Society (MHS)	-618.00	-863.00	572.56	-908.44
20 L 001 80	Prom/Prom	-7,822.12	-5,409.51	8,313.27	-4,918.36
20 L 001 82	Student Council/Student Council	-6,369.26	-16,217.86	15,203.92	-7,383.20
20 L 001 85	Interest/Interest	-2,863.23	-2,835.79	3,772.76	-1,926.26
Total Liability Accounts:		-32,533.83	-33,602.16	43,409.84	-22,726.15
Total Liability Accounts:		-32,533.83	-33,602.16	43,409.84	-22,726.15
Grand Total:		-32,533.83	-33,602.16	43,409.84	-22,726.15

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

Description: SBAA Account Ledger Report - Student Activity Rpt F2019

Account		Account Description	Jul. 1, 2018 Beginning Balance	Posted SBAA Cash Receipts	Posted SBAA Check Requests	Posted SBAA Journal Entry	Posted SBAA Fee Management	Jun. 30, 2019 Ending Balance
20	L 001 71	Robotics/Robotics	7,661.83CR	5,000.00CR	6,253.52	2,776.17	0.00	3,632.14CR
	01/02/2019	CR SBA Cash Receipt 7351, ROBOTICS DONATION BOISE		5,000.00CR				
	09/14/2018	AP SBA Check Nbr 3076, FY18 Robotics Expenses pd out of District			203.47			
	11/14/2018	AP SBA Check Nbr 3086, TEAM ROBOTICS REGISTRATION - FRC VETERAN TEAM (THE CHILLBOTS#5998)			5,000.00			
	11/20/2018	AP SBA Check Nbr 3088, 2018-2019 NORTHERN ROBOTICS CONFERENCE FEE			250.00			
	01/22/2019	AP SBA Check Nbr 3100, PARTS FOR ROBOTICS TEAM (SEE SALES SLIP)			179.64			
	01/31/2019	AP SBA Check Nbr 3101, 1" EXTRUSION LIFT KIT (REF #30086)			260.00			
	01/31/2019	AP SBA Check Nbr 3101, SHIPPING/HANDLING			18.46			
	01/31/2019	AP SBA Check Nbr 3102, ROBOTICS BLANKET PO FOR SUPPLIES			281.96			
	02/12/2019	AP SBA Check Nbr 3105, ROBOTICS SUPPLIES (POLYCARBONATE SHEET)			59.99			

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Account				Account Description	Jul. 1, 2018 Beginning Balance	Posted SBAA Cash Receipts	Posted SBAA Check Requests	Posted SBAA Journal Entry	Posted SBAA Fee Management	Jun. 30, 2019 Ending Balance
Post Date	Source	Sub Source	Description							
20 L	001	74	Football/Cheerleaders Football	3,152.12CR	1,260.00CR	3,492.76	770.00CR	0.00		1,689.36CR
10/17/2018	CR		SBA Cash Receipt 7119, FOOTBALL MINI CHEERLEADERS		540.00CR					
10/17/2018	CR		SBA Cash Receipt 7119, FOOTBALL MINI CHEERLEADERS		720.00CR					
10/17/2018	AP		SBA Check Nbr 3083, FOOTBALL MINI-CHEER SWEATSHIRTS			581.00				
10/17/2018	AP		SBA VOID Check Nbr 3083, FOOTBALL MINI-CHEER SWEATSHIRTS			581.00CR				
10/17/2018	AP		SBA Check Nbr 3084, FOOTBALL MINI-CHEER SWEATSHIRTS			581.00				
02/07/2019	AP		SBA Check Nbr 3104, FOOTBALL CHEER UNIFORMS (SEE ATTACHED)			1,559.88				
02/07/2019	AP		SBA Check Nbr 3104, FOOTBALL CHEER UNIFORMS CUSTOM RHINESTONE			216.00				
02/07/2019	AP		SBA Check Nbr 3104, FOOTBALL CHEER UNIFORMS TWILL LETTERING			360.00				
02/07/2019	AP		SBA Check Nbr 3104, FOOTBALL CHEER UNIFORMS BODYLINER			599.88				
02/07/2019	AP		SBA Check Nbr 3104, SHIPPING/HANDLING			176.00				

<u>Account</u>	<u>Account Description</u>	<u>Jul. 1, 2018</u>	<u>Posted SBAA</u>	<u>Posted SBAA</u>	<u>Posted SBAA</u>	<u>Posted SBAA</u>	<u>Jun. 30, 2019</u>		
<u>Post Date</u>	<u>Source</u>	<u>Sub Source</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Check Requests</u>	<u>Journal Entry</u>	<u>Fee Management</u>	<u>Ending Balance</u>
20 L	001	76	Cheerleader FTB/Cheerleaders	770.00CR	0.00	0.00	770.00	0.00	0.00

<u>Account</u>				<u>Jul. 1, 2018</u>	<u>Posted SBAA</u>	<u>Posted SBAA</u>	<u>Posted SBAA</u>	<u>Posted SBAA</u>	<u>Jun. 30, 2019</u>
<u>Account Description</u>				<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Check Requests</u>	<u>Journal Entry</u>	<u>Fee Management</u>	<u>Ending Balance</u>
<u>Post Date</u>	<u>Source</u>	<u>Sub Source</u>	<u>Description</u>						
20 L	001	77	Cheerleader HCK/Cheerleaders H	1,756.38CR	746.00CR	233.99	0.00	0.00	2,268.39CR
12/05/2018	CR		SBA Cash Receipt 7315, HOCKEY CHEER FUNDRAISER (MITTEN SALES)		56.00CR				
12/12/2018	CR		SBA Cash Receipt 7330, HOCKEY CHEER FUNDRAISER		190.00CR				
12/12/2018	CR		SBA Cash Receipt 7330, HOCKEY CHEER FUNDRAISER		375.00CR				
12/18/2018	CR		SBA Cash Receipt 7340, HOCKEY MINICHEERLEADERS		25.00CR				
12/18/2018	CR		SBA Cash Receipt 7340, HOCKEY MINICHEERLEADERS		100.00CR				
12/12/2018	AP		SBA Check Nbr 3094, HOCKEY CHEERLEADER BANNER			100.00			
01/02/2019	AP		SBA Check Nbr 3096, HOCKEY CHEER METALLIC PURPLE & GOLD POMS			119.00			
01/02/2019	AP		SBA Check Nbr 3096, SHIPPING/HANDLING			14.99			

Account		Account Description	Jul. 1, 2018 Beginning Balance	Posted SBAA Cash Receipts	Posted SBAA Check Requests	Posted SBAA Journal Entry	Posted SBAA Fee Management	Jun. 30, 2019 Ending Balance
Post Date	Source	Sub Source	Description					
20 L	001	78	Cheerleader BSK/Cheerleaders B	1,520.89CR	500.00CR	0.00	2,020.89	0.00
08/20/2018	CR		SBA Cash Receipt 6934, BB CHEER FUNDRAISER		500.00CR			
09/26/2018	AP		SBA Check Nbr 3081, BASKETBALL CHEERLEADER UNIFORM PACKAGE (SEE ATTACHED QUOTE)			820.80		
09/28/2018	AP		SBA VOID Check Nbr 3081, BASKETBALL CHEERLEADER UNIFORM PACKAGE (SEE ATTACHED QUOTE)			820.80CR		

Account		Account Description	Jul. 1, 2018 Beginning Balance	Posted SBAA Cash Receipts	Posted SBAA Check Requests	Posted SBAA Journal Entry	Posted SBAA Fee Management	Jun. 30, 2019 Ending Balance
Post Date	Source	Sub Source	Description					
20 L	001	79	MHS/MN Honor Society (MHS)	618.00CR				908.44CR
09/13/2018	CR		SBA Cash Receipt 7064, MHS DUES		40.00CR			
09/13/2018	CR		SBA Cash Receipt 7064, MHS DUES		20.00CR			
10/03/2018	CR		SBA Cash Receipt 7098, MHS MEMBERSHIP DUES		200.00CR			
10/03/2018	CR		SBA Cash Receipt 7098, MHS MEMBERSHIP DUES		60.00CR			
10/11/2018	CR		SBA Cash Receipt 7109, MHS MEMBERSHIP DUES		260.00CR			
10/15/2018	CR		SBA Cash Receipt 7114, MHS FUNDRAISER		108.00CR			
02/07/2019	CR		SBA Cash Receipt 7469, MHS FUND RAISER (ROSE SALES)		23.00CR			
02/08/2019	CR		SBA Cash Receipt 7476, MHS ROSE FUND RAISER		47.00CR			
02/11/2019	CR		SBA Cash Receipt 7480, MHS FUND RAISER (ROSE SALES)		81.00CR			
02/11/2019	CR		SBA Cash Receipt 7480, MHS FUND RAISER (ROSE SALES)		24.00CR			
08/09/2018	AP		SBA Check Nbr 3072, 2018-2019 MHS MASSP FEE			62.50		
10/31/2018	AP		SBA Check Nbr 3085, MHS CONFERENCE FEE			50.00		
02/12/2019	AP		SBA Check Nbr 3106, MHS FUND RAISER (ROSES)			117.56		
04/25/2019	AP		SBA Check Nbr 3117, MHS MEMBER PACKETS			125.00		
04/25/2019	AP		SBA Check Nbr 3117, MHS HONOR CORDS			212.50		
04/25/2019	AP		SBA Check Nbr 3117, SHIPPING/HANDLING			5.00		

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Account		Account Description		Jul. 1, 2018	Posted SBAA	Posted SBAA	Posted SBAA	Posted SBAA	Jun. 30, 2019
				Beginning Balance	Cash Receipts	Check Requests	Journal Entry	Fee Management	Ending Balance
Post Date	Source	Sub Source	Description						
20 L	001	80	Prom/Prom	7,822.12CR	5,409.51CR	2,969.44	5,343.83	0.00	4,918.36CR
09/14/2018	CR		SBA Cash Receipt 7071, Transfer to Prom for donation received from Mens Hockey Tournament		750.00CR				
11/15/2018	CR		SBA Cash Receipt 7257, PROM HALLOWEEN MOVIE FUND RAISER		209.00CR				
11/15/2018	CR		SBA Cash Receipt 7257, PROM HALLOWEEN MOVIE FUND RAISER		75.00CR				
12/10/2018	CR		SBA Cash Receipt 7327, CHRISTMAS MOVIES FOR PROM (FREE WILL DONATION)		272.51CR				
01/02/2019	CR		SBA Cash Receipt 7352, PROM (NEW YEAR'S EVE DINNER TIPS)		402.00CR				
01/02/2019	CR		SBA Cash Receipt 7353, PROM (ELKS NEW YEARS EVE DINNER TIPS)		1.00CR				
01/31/2019	CR		SBA Cash Receipt 7436, PROM DONATION (WENBERG TRANSFER)		150.00CR				
02/05/2019	CR		SBA Cash Receipt 7458, PROM DONATIONS (REED REALTY=\$100 / NORTHERNAIR HOUSEBOATS=\$50)		150.00CR				
02/05/2019	CR		SBA Cash Receipt 7462, PROM DONATION (FRIEND'S GARBAGE)		150.00CR				
02/07/2019	CR		SBA Cash Receipt 7465, PROM DONATIONS: HARMONY BEACH=\$50 / NORTHERN RELIABLE=\$50 / LUCACHICK DENTAL=\$25 / BREMER=\$150 / BOISE=\$100		375.00CR				
02/07/2019	CR		SBA Cash Receipt 7468, PROM DONATIONS: HERZIG DENTAL=\$40 / SHANNON'S=\$50 / SUPER ONE=\$500		590.00CR				
02/11/2019	CR		SBA Cash Receipt 7479, PROM POST-PROM DONATIONS: PROBE TECK LLC=\$30 / NORTH STAR ELECTRIC=\$75 / RL MED CNTR=\$150 / WASHKE'S=\$50		305.00CR				
02/27/2019	CR		SBA Cash Receipt 7510, PROM POST-PROM DONATION (FAMILY CHIROPRACTIC)		50.00CR				
03/13/2019	CR		SBA Cash Receipt 7557, PROM POST-PROM DONATION (NORTHERN LUMBER)		50.00CR				
03/18/2019	CR		SBA Cash Receipt 7573, PROM/POST PROM DONATION (VFW POST 2948)		1,000.00CR				

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Account		Account Description		Jul. 1, 2018	Posted SBAA	Posted SBAA	Posted SBAA	Posted SBAA	Jun. 30, 2019
				Beginning Balance	Cash Receipts	Check Requests	Journal Entry	Fee Management	Ending Balance
Post Date	Source	Sub Source	Description						
20 L	001	80	...continued						
03/19/2019	CR		SBA Cash Receipt 7589, PROM/POST PROM DONATION (UP NORTH BUILDERS)		150.00CR				
03/19/2019	CR		SBA Cash Receipt 7594, PROM/POST-PROM DONATION (ELKS)		50.00CR				
03/21/2019	CR		SBA Cash Receipt 7614, PROM/POST PROM DONATION (BORDERLAND INSURANCE)		50.00CR				
03/28/2019	CR		SBA Cash Receipt 7669, PROM/POST-PROM DONATION (RR VET)		30.00CR				
03/28/2019	CR		SBA Cash Receipt 7676, PROM/POST-PROM DONATION (ROTARY)		500.00CR				
04/17/2019	CR		SBA Cash Receipt 7774, PROM/POST-PROM DONATION (RANIER REC CLUB)		100.00CR				
09/14/2018	AP		SBA Check Nbr 3077, Prom Reimbursement to Dist Super 1			18.70			
02/07/2019	AP		SBA Check Nbr 3103, METALLIC BLUE GOSSAMER (100 YARDS)			199.99			
02/07/2019	AP		SBA Check Nbr 3103, WHITE GOSSAMER (100 YARDS)			145.98			
02/07/2019	AP		SBA Check Nbr 3103, TIARA (SNOWFLAKE)			16.95			
02/07/2019	AP		SBA Check Nbr 3103, CROWN - MEN'S WHITE			39.95			
02/07/2019	AP		SBA Check Nbr 3103, PHOTO PROP KIT (DIAMONDS)			94.99			
02/07/2019	AP		SBA Check Nbr 3103, SHIPPING / HANDLING			64.70			
03/04/2019	AP		SBA Check Nbr 3110, YULE BALL COMPLETE KIT			1,299.99			
03/04/2019	AP		SBA Check Nbr 3110, DIAMOND CURTAIN			99.96			
03/04/2019	AP		SBA Check Nbr 3110, CLEAR ACRYLIC CANDELABRA			155.88			
03/04/2019	AP		SBA Check Nbr 3110, SHIPPING/HANDLING			421.87			
04/04/2019	AP		SBA Check Nbr 3112, POST-PROM SUPPLIES (BLANKET PO)			69.26			
04/05/2019	AP		SBA VOID Check Nbr 3112, POST-PROM SUPPLIES (BLANKET PO)			69.26CR			
04/05/2019	AP		SBA Check Nbr 3113, POST-PROM SUPPLIES (BLANKET PO)			65.98			
04/10/2019	AP		SBA Check Nbr 3115, POST-PROM SUPPLIES			316.54			
04/15/2019	AP		SBA Check Nbr 3116, PROM/POST PROM SUPPLIES BLANET PO			27.96			

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Account		Account Description		Jul. 1, 2018	Posted SBAA	Posted SBAA	Posted SBAA	Posted SBAA	Jun. 30, 2019
				Beginning Balance	Cash Receipts	Check Requests	Journal Entry	Fee Management	Ending Balance
Post Date	Source	Sub Source	Description						
20 L	001	82	Student Council/Student Council	6,369.26CR	16,167.86CR	10,289.30	4,864.62	0.00	7,383.20CR
08/08/2018	CR		SBA Cash Receipt 6850, STU CO NATIONALS		460.00CR				
08/16/2018	CR		SBA Cash Receipt 6907, STUDENT COUNCIL CLOTHING SALES		20.00CR				
08/28/2018	CR		SBA Cash Receipt 6987, STUDENT COUNCIL SHIRTS		205.00CR				
08/28/2018	CR		SBA Cash Receipt 6987, STUDENT COUNCIL SHIRTS		735.00CR				
08/28/2018	CR		SBA Cash Receipt 6990, STUDENT COUNCIL CLOTHING SALES		215.00CR				
08/28/2018	CR		SBA Cash Receipt 6990, STUDENT COUNCIL CLOTHING SALES		101.00CR				
09/04/2018	CR		SBA Cash Receipt 7073, STU CO LOCKER ORGANIZER		20.00CR				
09/10/2018	CR		SBA Cash Receipt 7048, STUDENT COUNCIL CLOTHING SALES		20.00CR				
09/14/2018	CR		SBA Cash Receipt 7071, Transfer to Student Council from FHS PBIS for homecoming items purchased w/PBIS tickets		43.00CR				
09/19/2018	CR		SBA Cash Receipt 7080, STUDENT COUNCIL HOMECOMING TICKET SALES		20.00CR				
09/19/2018	CR		SBA Cash Receipt 7080, STUDENT COUNCIL HOMECOMING TICKET SALES		340.00CR				
09/19/2018	CR		SBA Cash Receipt 7082, HOMECOMING TICKET SALES		490.00CR				
09/19/2018	CR		SBA Cash Receipt 7082, HOMECOMING TICKET SALES		85.00CR				
09/21/2018	CR		SBA Cash Receipt 7084, HOMECOMING TICKET SALES		325.00CR				
09/21/2018	CR		SBA Cash Receipt 7084, HOMECOMING TICKET SALES		60.00CR				
09/21/2018	CR		SBA Cash Receipt 7085, HOMECOMING TICKET SALES		355.00CR				
09/21/2018	CR		SBA Cash Receipt 7085, HOMECOMING TICKET SALES		35.00CR				
09/25/2018	CR		SBA Cash Receipt 7086, HOMECOMING TICKET SALES		851.00CR				
09/25/2018	CR		SBA Cash Receipt 7086, HOMECOMING TICKET SALES		75.00CR				

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Account		Account Description		Jul. 1, 2018	Posted SBAA	Posted SBAA	Posted SBAA	Posted SBAA	Jun. 30, 2019
				Beginning Balance	Cash Receipts	Check Requests	Journal Entry	Fee Management	Ending Balance
Post Date	Source	Sub Source	Description						
20 L	001	82	...continued						
			SALES						
11/13/2018	CR		SBA Cash Receipt 7241, STUDENT COUNCIL CONFERENCE FEES		960.00CR				
11/14/2018	CR		SBA Cash Receipt 7248, STUDENT COUNCIL PIE FUND RAISER		87.00CR				
11/14/2018	CR		SBA Cash Receipt 7248, STUDENT COUNCIL PIE FUND RAISER		2,191.00CR				
11/14/2018	CR		SBA Cash Receipt 7252, STUDENT COUNCIL PIE FUND RAISER		13.00CR				
11/14/2018	CR		SBA Cash Receipt 7252, STUDENT COUNCIL PIE FUND RAISER		299.00CR				
11/21/2018	CR		SBA Cash Receipt 7279, STUDENT COUNCIL PIE FUND RAISER		18.00CR				
11/28/2018	CR		SBA Cash Receipt 7288, STUDENT COUNCIL NED MEETING		144.00CR				
12/04/2018	CR		SBA Cash Receipt 7301, STUDENT COUNCIL FUNDRAISER (PARENTS NIGHT OUT)		135.00CR				
12/04/2018	CR		SBA Cash Receipt 7302, STUDENT COUNCIL BB CONCESSIONS		454.00CR				
12/07/2018	CR		SBA Cash Receipt 7322, STUDENT COUNCIL BASKETBALL CONCESSION		542.75CR				
12/07/2018	CR		SBA Cash Receipt 7324, STUDENT COUNCIL CLOTHING SALES		25.00CR				
12/10/2018	CR		SBA Cash Receipt 7326, STUDENT COUNCIL BASKETBALL CONCESSIONS		1,203.50CR				
12/12/2018	CR		SBA Cash Receipt 7331, STUDENT COUNCIL BASKETBALL CONCESSIONS		442.00CR				
12/17/2018	CR		SBA Cash Receipt 7338, STUDENT COUNCIL CANDY GRAMS		25.00CR				
12/18/2018	CR		SBA Cash Receipt 7341, STUDENT COUNCIL BB CONCESSIONS		752.51CR				
12/21/2018	CR		SBA Cash Receipt 7346, STUDENT COUNCIL CANDYGRAMS		61.95CR				
12/21/2018	CR		SBA Cash Receipt 7347, STUDENT COUNCIL BB CONCESSIONS		468.00CR				
01/07/2019	CR		SBA Cash Receipt 7367, STUDENT COUNCIL BB CONCESSIONS		524.75CR				

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Account		Account Description		Jul. 1, 2018	Posted SBAA	Posted SBAA	Posted SBAA	Posted SBAA	Jun. 30, 2019
				Beginning Balance	Cash Receipts	Check Requests	Journal Entry	Fee Management	Ending Balance
Post Date	Source	Sub Source	Description						
20 L	001	82	...continued						
01/08/2019	CR		SBA Cash Receipt 7368, STUDENT COUNCIL BB CONCESSIONS		609.30CR				
01/11/2019	CR		SBA Cash Receipt 7371, STUDENT COUNCIL BB CONCESSIONS		407.25CR				
01/22/2019	CR		SBA Cash Receipt 7394, STUDENT COUNCIL FUNDRAISER		26.00CR				
01/25/2019	CR		SBA Cash Receipt 7425, STUDENT COUNCIL POP REIMBURSEMENT		45.00CR				
01/31/2019	CR		SBA Cash Receipt 7437, STUDENT COUNCIL NED REIMBURSEMENT		916.60CR				
02/19/2019	CR		SBA Cash Receipt 7490, STUDENT COUNCIL BABYSITTING CLASS		80.00CR				
02/27/2019	CR		SBA Cash Receipt 7509, STUDENT COUNCIL STORE AND CANDY GRAMS		50.00CR				
02/27/2019	CR		SBA Cash Receipt 7509, STUDENT COUNCIL COUNCIL STORE AND CANDY GRAMS		10.00CR				
04/10/2019	CR		SBA Cash Receipt 7752, STUDENT COUNCIL CONFERENCE FEES		80.00CR				
05/15/2019	CR		SBA Cash Receipt 7902, STUDENT COUNCIL PENNIES FOR PATIENTS		190.00CR				
06/05/2019	CR		SBA Cash Receipt 8005, BASKETBALL CONCESSIONS		952.25CR				
08/09/2018	AP		SBA Check Nbr 3072, 2018-2019 STUDENT COUNCIL MASSP/MASCA FEES			77.50			
08/16/2018	AP		SBA Check Nbr 3073, STU CO NATL CONFERENCE FEE - GRACE GILBERT			860.00			
09/11/2018	AP		SBA Check Nbr 3074, STUDENT COUNCIL HOMECOMING DANCE DJ 9/22/18			600.00			
09/14/2018	AP		SBA Check Nbr 3075, Student Council A/P Due to Dist CCard			1,208.43			
09/17/2018	AP		SBA Check Nbr 3078, Reimbursement to Dist for Fitness Factory Pur			1,080.00			
09/19/2018	AP		SBA Check Nbr 3079, MUSTACHE STICKER ROLL			13.38			
09/19/2018	AP		SBA Check Nbr 3079, TISSUE FLOWER DECORATION (GOLD)			31.96			
09/19/2018	AP		SBA Check Nbr 3079, SHIPPING/HANDLING			9.70			
09/25/2018	AP		SBA Check Nbr 3080, 2018 HOMECOMING DANCE			250.00			

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Account		Account Description	Jul. 1, 2018 Beginning Balance	Posted SBAA Cash Receipts	Posted SBAA Check Requests	Posted SBAA Journal Entry	Posted SBAA Fee Management	Jun. 30, 2019 Ending Balance
Post Date	Source	Sub Source	Description					
20 L	001	82	...continued					
			ROOM RENTAL					
10/03/2018	AP		SBA Check Nbr 3082, BLANKET PO FOR POP/WATER FOR BB CONCESSIONS		80.00			
10/31/2018	AP		SBA Check Nbr 3085, STUDENT COUNCIL CONFERENCE FEES		750.00			
11/14/2018	AP		SBA Check Nbr 3087, STUDENT COUNCIL PIE FUND RAISER-ATTACHED INV.		1,638.00			
11/20/2018	AP		SBA Check Nbr 3089, STUDENT COUNCIL PIE FUND RAISER		153.00			
12/05/2018	AP		SBA Check Nbr 3090, BLANKET PO FOR PIZZA FOR BB CONCESSIONS		75.98			
12/10/2018	AP		SBA Check Nbr 3091, BLANKET PO FOR PIZZA FOR BB CONCESSIONS		75.98			
12/10/2018	AP		SBA Check Nbr 3092, BLANKET PO FOR POP/WATER FOR BB CONCESSIONS		1,372.00			
12/11/2018	AP		SBA Check Nbr 3093, BLANKET PO FOR PIZZA FOR BB CONCESSIONS		172.96			
12/17/2018	AP		SBA Check Nbr 3095, BLANKET PO FOR PIZZA FOR BB CONCESSIONS		68.98			
01/03/2019	AP		SBA Check Nbr 3097, BLANKET PO FOR POP/WATER FOR BB CONCESSIONS		85.50			
01/03/2019	AP		SBA Check Nbr 3098, BLANKET PO FOR PIZZA FOR BB CONCESSIONS		92.97			
01/14/2019	AP		SBA Check Nbr 3099, BLANKET PO FOR PIZZA FOR BB CONCESSIONS		160.96			
02/27/2019	AP		SBA Check Nbr 3107, LUNCH FOR 8 STUDENTS AT NED MEETING (8x\$9)		72.00			
02/27/2019	AP		SBA Check Nbr 3108, MASC STATE PROJECT		575.00			
02/27/2019	AP		SBA Check Nbr 3109, STUDENT COUNCIL CONFERENCE FEE FOR STATE		170.00			
04/04/2019	AP		SBA Check Nbr 3111, BLANKET PO FOR FOOD AND BEVERAGES FOR EVENTS		200.00			
04/08/2019	AP		SBA Check Nbr 3114, STUDENT COUNCIL LOCKER ORGANIZERS		225.00			
05/15/2019	AP		SBA Check Nbr 3120, PENNIES FOR PATIENTS DONATION - STUDENT COUNCIL		190.00			

Account		Account Description	Jul. 1, 2018 Beginning Balance	Posted SBAA Cash Receipts	Posted SBAA Check Requests	Posted SBAA Journal Entry	Posted SBAA Fee Management	Jun. 30, 2019 Ending Balance
Post Date	Source	Sub Source	Description					
20 L	001	85	Interest/Interest	2,863.23CR	2,833.79CR	3,746.76	24.00	1,926.26CR
01/30/2019	CR		SBA Cash Receipt 8013, FES Pennies for Patients (3 deposits) \$17.00; 2797.44, 19.35		2,833.79CR		0.00	
04/30/2019	AP		SBA Check Nbr 3118, Relay for Recess			3,746.76		
04/30/2019	AP		SBA VOID Check Nbr 3118, Relay for Recess			3,746.76CR		
04/30/2019	AP		SBA Check Nbr 3119, Relay for Recess			3,746.76		
Total Liability Accounts:				32,533.83CR	32,780.16CR	27,558.33	15,029.51	22,726.15CR

<u>Account</u>	<u>Account Description</u>	<u>Jul. 1, 2018</u>	<u>Posted SBAA</u>	<u>Posted SBAA</u>	<u>Posted SBAA</u>	<u>Posted SBAA</u>	<u>Jun. 30, 2019</u>
<u>Post Date</u>	<u>Source</u> <u>Sub Source</u> <u>Description</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Check Requests</u>	<u>Journal Entry</u>	<u>Fee Management</u>	<u>Ending Balance</u>
	Total Liability Accounts:	32,533.83CR	32,780.16CR	27,558.33	15,029.51	0.00	22,726.15CR
	Grand Total:	32,533.83CR	32,780.16CR	27,558.33	15,029.51	0.00	22,726.15CR

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

2018 - 2019 Bank Wires

Bank Outgoing	Bank Incoming	Amount	Date of Wire	Reason
MN Trust Bond Acct	Bremer Savings	\$ 800,000.00	3/25/2019	Arena project payments

August 2nd, 2019

Dear ISD#361 school board members:

Please let it be noted that I respectfully request the 2019-2020 school year off from driving school bus. We want to someone in our family is available for any before & after school needs of the two foregin exchange students my family has welcomed into our home for the 2019-2020 school year.

Thank you!

Sincerely,

Tom Fuller

A handwritten signature in black ink that reads "Tom Fuller". The signature is written in a cursive style with a long, sweeping tail on the "l" at the end.

MASTER CONTRACT AGREEMENT

This Master Contract Agreement, herein "Agreement" is made effective August 1, 2019, between US Foods, herein "Vendor", having its principal office located at 4601 32nd Avenue South, Grand Forks, ND 58201, and the International Falls School District #361, herein "ISD #361", whose principal office is located at 1515 11th Street, International Falls, MN 56649. That for and in consideration of the mutual covenants and agreements herein set forth, ISD #361 and the Vendor hereby agree as follows:

ARTICLE 1. TERM

The products to be provided and the services to be performed under this Agreement shall commence on August 1, 2019, and will expire on June 30, 2020. There will be an optional yearly renewal for a period lasting no longer than three (3) additional one-year terms, based on successful performance. Each additional contract extension will run on the fiscal year, July 1 through June 30 of the following year.

ARTICLE 2. STATEMENT OF WORK

The Vendor agrees to provide all necessary product and services in accordance with ISD #361's Request for Proposal (RFP) #20.4 - School Nutrition Program: Food, Supplies & Distribution Services, attached hereto as Appendix A and incorporated herein by reference, and the Vendor's response thereto, incorporated in its entirety by reference, excerpts of forms, of which are attached hereto as Appendix B, and as further specified.

ARTICLE 3. GENERAL CONDITIONS

- 3.1 **Accuracy of Work.** The Vendor shall be responsible for the accuracy of the work and any error and/or omission made by the Vendor in any phase of the work under this Agreement.
- 3.2 **Additional Work.** If the Vendor is asked by ISD #361 to perform work beyond the scope of this Agreement for which payment is desired, Vendor shall notify ISD #361 in writing, state that the work is considered outside the scope of work of this Agreement, give a proposed cost for the additional work, and obtain the approval in writing for which the Vendor is to be paid. ISD #361 shall in no way be held liable for any work performed under this section which has not first been approved in writing.
- 3.3 **Successor and Assigns.** ISD #361 and the Vendor each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither ISD #361 nor the Vendor shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers of ISD #361, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.
- 3.4 **Termination.** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, ISD #361 reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever ISD #361 determines that such termination is in the best interest of the district. ISD #361 will give notice of termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective, giving thirty (30) calendar days' written notice to the Vendor. ISD #361 will only be required to pay the Vendor for good and services delivered prior to the termination and not otherwise returned in accordance with the Vendor's return policy. If ISD #361 has paid the Vendor for good and services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). Termination shall occur immediately upon any one of the following events with the awarded vendor(s):

- 3.4.1 Voluntary or involuntary bankruptcy or insolvency;

- 3.4.2 Failure to remedy a material breach to the terms and conditions of this solicitation;
- 3.4.3 Receipt of written information from any authorized agency finding activities the Vendor(s) engaged in pursuant to this solicitation to be in violation of the law.
- 3.5 **Rights and Obligations Upon Termination.** Termination of this Agreement shall not release the Vendor from the obligation to make payment of all amounts due and payable. Upon termination of this Agreement, regardless of cause, the Vendor will refrain from any activity which will create a negative relationship. Failure to comply with the terms and conditions of this agreement by either party, when the failure is deemed by the other party to be the result of willful and wanton negligence, may result in civil action against the first party. The Vendor will provide the warranty and product support, as specified in this contract, in the Vendor's proposal or as specified by the manufacturer, whichever is greater, on all services purchased by participating agencies during the term of this Agreement. Furthermore, any website references and/or email accounts, created by either the Vendor or ISD #361 shall be terminated within 48 hours of the termination of this Agreement.
- 3.6 **Governing Laws.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.
- 3.7 **Governing Venue.** The resulting contract award shall be deemed to have been made and performed in Koochiching County, Minnesota. For the purpose of venue, all legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Koochiching County, Minnesota.
- 3.8 **Modification.** This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, other than by written amendment signed by the parties hereto.
- 3.9 **Sole Agreement.** This Agreement constitutes the sole agreement between the Vendor and ISD #361. No representations oral or written not incorporated herein shall be binding on the Vendor or #361.
- 3.10 **Controlling Provisions.** In the event of a conflict between the provisions of this Agreement and those of any other document or any other instrument referred to in this Agreement or executed in connection with this Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

US Foods

DocuSigned by:

 21976698042940F...
 Authorized Signature

Gary Nissen VP National Sales
 Name/Title (Print)

July 16, 2019 | 2:20 PM PDT
 Date

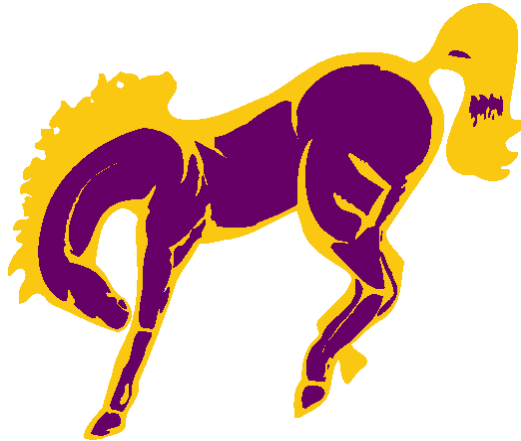
International Falls School District #361


 Authorized Signature

Kevin Grover / Superintendent
 Name/Title (Print)

7-16-19
 Date

Proposals Requested by the:
International Falls Public Schools
ISD #361



**RFP 20.4 – School Nutrition Program:
Food, Supplies and Distribution
Services**

Due: 2:00 p.m. CT on Wednesday, July 10, 2019

**Vendors/Vendors will submit questions and proposals online via
Public Purchase (www.publicpurchase.com)**

RFP Facilitator:

Lisa Truax | Bid & Contract Facilitator
Cooperative Purchasing Connection
218.737.6535 | ltruax@lcsc.org
www.purchasingconnection.org

**Published in:
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RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

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RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

I. Instructions to Vendors

International Falls School District, ISD #361, herein “School Food Authority” or “SFA” is requesting food products, supplies and distribution services that meet or exceed the standards set forth in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) for their respective child nutrition programs.

The resulting “Prime Vendor” must be able to purchase, receive and/or store commercial food products, related food service goods, handling of USDA Foods such as Brown Box and Net Off Invoice (NOI). In return, the Prime Vendor in turn sells, delivers and bills the SFA for the goods and/or services provided.

The SFA intends to purchase more than 85% or more of its purchases through the Prime Vendor which will agree to provide all products and services in this solicitation with the exception of fresh bread, fluid milk, and dishwashing fluid. The SFA operates two (2) serving operations within the district. See Exhibit A for details of each site.

The SFA has requested that the Cooperative Purchasing Connection, a joint powers group of eight (8) educational service units/cooperatives facilitate the competitive solicitation on their behalf. In Minnesota, the service cooperatives, organized pursuant to Minnesota Statute 123A.21, are public, nonprofit cooperatives designed to provide a variety of services to their participating agencies including, but not limited to, cooperative purchasing services.

II. Solicitation Procedures

A. Responding Vendor Qualifications

All proposals must contain answers, responses and/or documentation to the information requested. Any Vendor failing to provide the required information/documentation may be considered non-responsive.

Vendors must demonstrate their ability, capacity and available resources to provide the requested products and/or services to participating agencies. Vendors are required to communicate and demonstrate within their response that they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining and/or supporting the product lines of products, equipment, services or software offered. The SFA reserves the right to accept or reject Vendors failing to demonstrate their abilities or capacity solely based on information provided in the bid response and/or its own investigation of the company.

B. RFP Submission

Public Purchase: All solicitations can be found on a web-based system called Public Purchase, linked to the Cooperative Purchasing Connection. Public Purchase is an easy-to-use platform that provides vendors with automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit your organization’s solicitation response. All changes, updates, uploads, and downloads are time stamped and logged as part of the RFP process.

Submission of Proposals: It is the responsibility of the Vendor to be certain that the proposal being submitted has been uploaded to Public Purchase by the due date and time, as described in the Technical Specifications. All proposals MUST be submitted electronically via Public Purchase. If any issues occur during submission, vendors should contact Public Purchase at support@publicpurchase.com or utilize

RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

the chat function within Public Purchase for immediate technical support. If the data in the submission is password protected, the password must be provided with the proposal. Oral or hardcopy proposals are invalid and will not receive consideration.

Interpretations: Requests for additional information, including Instructions to Vendors or Technical Specifications shall be asked via the Public Purchase platform for all participating Vendors to see. The SFA and CPC will respond accordingly via Public Purchase to all questions and/or by issuing an addenda.

C. RFP Particulars

Addenda: Addenda are written instruments issued by the SFA and CPC, which modify or interpret the RFP documents by additions, deletions, clarification, or corrections. All addenda issued by the SFA shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically upon the SFA's response via the Public Purchase platform. Addenda are logged and tracked within the Public Purchase system. If such confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections and changes. No answers to questions or addenda will be issued later than five (5) business days prior to the due date and time of the proposal, except an addendum withdrawing the proposal or one which includes postponement of the date of receipt of proposals.

Correction of RFP Documents: Upon examination of the RFP documents, Vendors shall promptly notify the RFP Facilitator of any ambiguity, inconsistency or error, which they may discover. Any notification of ambiguity, corrections and/or requests for interpretation must be submitted, via the Public Purchase platform, no later than ten (10) business days prior to the RFP opening. Interpretations, corrections, and changes to the documents will be made either by answers or an addendum. Such addenda will be sent to Vendors via the Public Purchase platform. All changes are logged and tracked automatically by the Public Purchase system. If such confirmation is not received, the Vendor may be deemed non-responsive. Interpretations, corrections, or changes made in any other manner will not be binding, and Vendors shall not rely upon such interpretations, corrections and changes.

Late Submissions: Proposals will not be allowed to be submitted and/or uploaded after the RFP due date and time set by the SFA.

Modifications or Withdrawal of a Proposal: A proposal may not be modified, withdrawn or cancelled by the Vendor for a period of one hundred-twenty (120) days following the due date and time of the proposal, as each responder so agrees in submitting a proposal. Prior to the due date and time of the proposals, any proposal submitted may be modified or withdrawn within the Public Purchase system. Withdrawn proposals may be resubmitted online via Public Purchase up to the due date and time designated for the proposal provided that they are fully in conformance with these Instructions to Vendors.

Opening of Proposals: The properly identified proposals which have been submitted on time will be opened after the RFP due date and time. A summary of the proposals will be made available for public inspection during normal business hours.

RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

D. Solicitation Evaluation

All qualified proposals will be reviewed by the SFA. The SFA will select the proposal(s) which best fulfills the requirements and represents the best value to the SFA. No single factor will determine the final award decision.

Proposals will be evaluated using a three (3)-step process:

1. Initial Review – The SFA shall perform an initial responsiveness review to determine compliance of the solicitation requirements. Vendors that do not meet the solicitation requirements shall be deemed non-responsive and/or non-responsible to this solicitation and will receive no further consideration.
2. Proposal Content – All proposals that meet initial review guidelines will be evaluated on their technical response based on the criteria shown below.
3. Cost Proposals – All proposals that meet the technical requirements will be evaluated for price. The cost proposal will not be conducted until after the technical evaluation has been completed. A 560-point scale will be used to create the evaluation and recommendation.

Evaluation Criteria	
Technical Evaluation	170
Pricing Evaluation	390
Market Baskets – 85%	
Non Market Baskets – 15%	
Total Evaluation	560

Rejection of Any or All Proposals: The SFA reserves the right to award the entire contract to one vendor, to award multiple contracts, or to reject any or all proposals.

Binding Contract: A response to this solicitation is an offer to contract with the SFA based upon the terms, conditions, scope of work, and specifications contained in this request. The vendor acknowledges that the contract offer and award binds the vendor(s) to all terms and conditions stated in the proposal until a contract has been signed by both parties.

E. Contract Award

Contract Development: Following the final evaluations, the SFA will develop a contract with the most highly qualified Vendor. If a satisfactory contract cannot be developed with the most highly qualified Vendor, the second most qualified Vendor may then be approached to develop a contract.

III. General Terms and Conditions

The terms and conditions are intended to indicate the minimum requirements for the submission of a response.

Alcoholic Beverages, Illicit Drugs, Smoking, and Weapons: an awarded vendor shall not permit its personnel or any subcontractor or delivery personnel to possess upon school property any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. Alcoholic beverages, illicit/non-prescribed drugs, tobacco products, and weapons are not allowed on school property at any time. Any vendor-related actions involving, or possession of, any of the aforementioned items while on school property may cause a cancellation of any award/agreement, at no cost to the SFA. Criminal charges may apply.

RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

Assignment: Any contract awarded under the conditions of this RFP shall be for the use the SFA.

Audit: In accordance with applicable law, the vendor will agree that a member(s) of the SFA's purchasing team may audit their records to establish that total compliance of the agreement is met. The SFA will give at least five (5) days' notice of an audit. The audit will be conducted at a reasonable place and time.

Awarded Vendor(s): The company or companies chosen by the SFA to provide goods and/or services to the SFA through the RFP process.

Biosecurity: Proposer must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.

Byrd Anti-Lobbying Amendment: If a project, as a result of this RFP, is in excess of \$100,000, the awarded vendor(s) certify that it will not, and has not, used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor(s) will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Vendor(s) will ensure compliance herewith by Seller's subcontractors.

Buy American: Vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act – 7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American – (1) Definition of domestic commodity or product. In this paragraph, the term “domestic commodity or product” means (i) An agricultural commodity that is produced in the United States; and (ii) A food that is processed in the United States substantially (at least 51%) using agricultural commodities that are produced in the United States.

A school participating in the NSLP and SBP through federal regulations are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Foods purchased for the Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

1. The product is not produced or manufactured in the United States in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
2. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

All products that are normally purchased by a Vendor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. The vendor shall outline their procedures to notify a participating school when products are purchased as non-domestic.

1. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the school.
2. Any non-domestic product delivered to a participating school, without the prior, written approval of the Food Service Director, will be rejected.

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The vendor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act (42 U.S.C. 1875(h)) Clean Air and Water Certification. A vendor certifies that none of the facilities it uses to produce goods provided under this solicitation are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor will immediately notify the SFA of the receipt of any communication indicating that any of the Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

Confidential Information: The SFA is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the vendor submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the vendor submitting the proposal to be trade secret data must be clearly marked "proprietary and confidential." Should a challenge occur to said vendor's designation of data as "proprietary and confidential," the vendor shall indemnify and hold the SFA and CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. The SFA make no representations to any vendor regarding their designation of data as "proprietary and confidential."

Contract Management: The SFA will communicate with vendor, if necessary, to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and other vendor issues.

Criminal Background Check: Criminal background checks must be conducted on any personnel accessing SFA or school district property. No one with a history of child abuse or sexual assault will be allowed to access any school property. A letter or statement verifying that all personnel meet this standard must be included with the proposal. At the discretion of each SFA, criminal background check reports may be required for all personnel accessing participating SFAs' property.

Debarment or Suspension: If within the past five (5) years, any vendors that have been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state, or local government, the vendor must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the debarment or suspension, the duration of the debarment or suspension, and the relevant circumstances relating to the debarment or suspension. Any failure to supply such a letter or to not disclose in the letter all the pertinent information may result in the cancellation of any resulting contract.

Defects: All products must be 100% guaranteed. Any product which is received damaged, found to be defective, or does not perform to the end users' expectations must be replaced at the vendor's expense including all shipping/delivery charges. If a participating agency receives product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

Escalation/De-Escalation Clause: If during the performance of this contract, the price of goods significantly increases, through no fault of the Vendor, the price for food under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 10

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percent experienced by the vendor from the date of the contract signing. Such price increases shall be documented through quotes, invoices or receipts. Where the delivery of food under this agreement is delayed, through no fault of the vendor, because of the shortage or unavailability of food, vendor shall not be liable for any additional costs or damages associated with such delays.

Federal Requirements: The vendor agrees, when working on any federally assisted project with more than \$2,000.00 in labor costs for the construction, alteration, and/or repair, including painting and decorating, or a public building or public work, to comply with the Contract Work Hours and Safety Standards Act (40 USC) 3701 et seq.) and all applicable sections of the act and the Department of Labor’s supplemental regulations (29 CFR Parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (40 USC 3141), the Copeland “Anti-Kickback” Act (40 USC 3145 and USC 874) as supplemented in the Department of Labor regulation (29 CFR Part 3), and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375 (Labor Regulations (41 CFR Part 60)).

In such projects, the vendor agrees to post wage rates at the work site and submit a copy of their payroll to the participating SFA for their files. In addition, to comply with the Copeland Act, the vendor must submit weekly payroll records to the participating agency. The vendor must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to participating SFAs that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the vendor. In projects that are not federally funded, the vendor must agree to meet any federal, state, or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this solicitation. The vendor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Federal Uniform Guidance: By entering into a contract, the vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq.

Food Laws: Vendor shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect the vendor’s facilities and vehicles. The vendor must have documented their company’s compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs), and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

Force Majeure: Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party’s performance of this contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; war; riots; strikes;

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mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

Hazard Analysis and Critical Control Point (HACCP): HACCP compliance is required of all Vendors. Vendors must include a copy of their most recent score with their proposal. The SFA, at their discretion, may request a copy of the vendor's HACCP plan. The vendor selected as result of this solicitation will be required to provide the SFA with such documentation as they may require demonstrating vendor compliance with HACCP.

Insurance: The vendor shall purchase, maintain and provide certification from insurer(s) for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workers' compensation, unemployment, and other insurance coverage required by and applicable to Minnesota state statutes and federal laws where proposed products and services will be offered and provided. Vendor(s) shall provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying the SFA as a "Certificate Holder". Should any required insurance be cancelled before the expiration date, the issuing company will send immediate notice to the SFA. Vendors shall provide a statement of insurance from the issuing company or their authorized agent with their proposal. Vendor shall meet the following requirements:

1. Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate
2. Automobile Liability: \$1,000,000 each accident
3. Workers Compensation: \$100,000

Minority and Women Owned Business: The SFAs intent is to undertake every effort to increase opportunity for utilization of minority and women owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the vendor agrees to use their best effort to carry out this intent and ensure that minority and women owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. It is the desire of the SFA to promote wherever possible equitable opportunities for minority and women owned business to participate in the services associated with this solicitation.

Negotiations: By submission of a proposal, Vendor agrees that during the period following issuance of the proposal and prior to notification of intent and/or award of the contract, Vendor will not discuss this procurement with any party except the RFP Facilitator.

The SFA reserves the right to reject any and all proposals and to cancel this solicitation if it is in the best interest of the SFA. The SFA shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of vendor's response to this solicitation.

RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

The SFA reserves the right, at any time after opening and prior to award, to request from any vendor clarification, address technical questions, make site visits, review past performance or to seek or provide other information regarding vendor's proposal. The SFA will not consider information received if the information materially alters the content of the proposal or alters the type of goods and services the vendor is proposing to the SFA. An individual authorized to legally bind the vendor shall sign responses to any request for clarification.

Issuance of this RFP in no way constitutes a commitment by the SFA to award any contract or agreement. This RFP is designed to provide the vendor with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

1. Vendor fails to deliver the proposal by the due date and time.
2. Vendor fails to respond to the SFA's request for information, documents, or references within the time specified.
3. Vendor's response limits the rights of the SFA.
4. Vendor's response materially changes a product or service requirement.
5. Vendor fails to include information necessary to substantiate that it will be able to meet a product or service requirement.
6. Vendor provides misleading or inaccurate responses.
7. Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
8. Vendor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or other item requested in this RFP.

Non-Collusion Statement: Vendor must certify that this response is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. The vendor understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. The vendor agrees to abide by all conditions of the RFP and certify that they are authorized to sign for this response on behalf of the vendor. The vendor must comply with USDA Federal Regulations regarding the procurement for Child Nutrition Programs – 7 CFR Part 3015 to CFR Parts 3016 and 3019.

Ordering: All orders will be executed by the SFA, directly, with the vendor. The vendor will provide products and/or services directly to the SFA and invoice the SFA directly. The vendor may offer a variety of options for the SFA to place orders. The vendor will make all deliveries of products and services.

Payment Method: Payment will be made directly to a selected Prime Vendor within 30 days of invoice or per invoice terms mutually agreed upon.

Protests: All protests pertaining to the specifications of the solicitation must be delivered in writing and physically received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day prior to the opening of proposals. Other protests shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of the SFA and CPC, not later than three (3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Vendors may protest only deviations from laws, rules,

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regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

Qualifications of Vendors: The SFA may, as deemed necessary, make investigations to determine the ability, competence, and responsibility of the vendor. The vendor shall furnish any and all information and data for this purpose. The SFA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor of the specifications. The ability, competence and responsibility with the vendor will be considered in offering an award. References indicating a history of reliability with participating agencies or lack thereof will also be considered in offering an award.

The vendor must be deemed qualified, in the judgment of the SFA, to perform as required herein. The SFA reserves the right to reject any proposal if a vendor fails to meet one of the following:

1. **Product Line.** It must be clearly evident that the vendor is capable of delivering promptly all items in the market baskets and acquiring on short notice any peripheral items that might be required.
2. **Capacity.** The vendor must clearly demonstrate that they have the capacity, physically and financially, to supply items in economical quantities as required. The vendor must pick up and distribute commodities to individual school sites as needed. The vendor must use climate-controlled trucks.
3. **Reliability.** The vendor must have verifiable record of service, particularly with respect to delivering items on a regularly scheduled basis at favorable prices. The vendor must have demonstrable order fill rate of at least 95%, based upon shipment of exact products as ordered. The vendor must have a written HACCP plan.
4. **Technology.** The vendor must have web based online ordering capabilities. The vendor must be capable of providing various reports that can be accessed by the SFA that show what the district is buying and the price paid, for all locations, sorted in various manners for all periods under the contract. The vendor must be capable of electronic invoicing. The vendor must have the capability to send the Minnesota Department of Education (MDE) a Monthly Commodity Summary Report for the Minnesota Net Off Invoice (NOI) program.
5. **Service History.** The vendor must have a history of serving its K-12 customers at a high level of service. The vendor must be the Prime Vendor for other current SFAs, or a joint purchasing group of school districts, with a total contract value of at least \$1,000,000 annually within the past five (5) fiscal years.

Recalls: Vendor shall be expected to voluntarily comply with all federal, state and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA site(s) in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.

Record Retention and Access Clause: The vendor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the participating agencies throughout the term of the contract for a period of at least three (3) years following the date of final payment or

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completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The vendor shall permit the Auditor of the State of Minnesota or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronics or optically stored and created records or other records of the vendor relating to orders, invoices or payments or any other documentation or materials pertaining to the contract, wherever such records may be located during normal business hours. The vendor shall not impose a charge for audit or examination of the Vendor's books and records. If an audit discloses incorrect billings or improprieties, the State, and/or the participating agency reserve the right to charge the vendor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

Risk of Loss: Regardless of F.O.B., the vendor agrees to bear all risks of loss, injury, destruction of goods and materials ordered herein which occur prior to delivery, and such loss, or destruction shall not release the vendor from any obligation hereunder.

Safety Standards: All items supplied in this solicitation will comply with all current applicable Occupational Safety and Health Standards (OSHA), American National Standards Institute (ANSI), Environmental Protection Agency (EPA), National Fire Protection Association Standards (NFPA), Hazard Analysis and Critical Control Points (HACCP) and the United States Department of Agriculture (USDA).

Sales Tax: Sales tax shall not be included in the prices quoted on the proposal form.

Severability: The invalidity, in whole or in part, of any provision of this solicitation shall not void or affect the validity of any other provision of this solicitation.

Termination for Cause or Convenience: In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, the SFA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the SFA determines that such termination is in the best interest of the SFA. The SFA will give notice of termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective, giving 30 calendar days' written notice to the vendor. The SFA will only be required to pay the vendor for goods and services delivered prior to the termination and not otherwise returned in accordance with the vendors' return policy. If the SFA has paid the vendor for goods and services not yet provided as of the date of termination, the vendor shall immediately refund such payment(s).

USDA Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (state

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or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

3. mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
4. fax: (202) 690-7442; or
5. email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Vendor: A Vendor has notified the SFA of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

IV. Technical Specifications

- A. **Purpose Statement/Objective:** The SFA is seeking to collaborate with an experienced vendor, equipped with the necessary resources and capabilities to serve as a Prime Vendor. The SFA is seeking a full service provider to supply a minimum of 85% of their food service products. Vendors shall have established a cost plus fixed fee proposal on the resulting SFA market baskets and non-market basket items. The cost plus fixed fee may be submitted for an entire catalog or for specific product categories or manufacturer categories.
- B. **Scope of Work:** CPC, at the request of the SFA, will facilitate the competitive solicitation process to secure competitive proposals for food and distribution services for the SFA's school nutrition program. Upon review, analysis, and evaluation of the qualified vendors, the SFA is seeking to collaborate with a qualified vendor's proposal that will provide:
 1. **Market Baskets.** Provide competitive pricing on a list of highly purchased items. The expectation is that vendors will work with their network of brokers and/or manufacturers of these products to obtain a product allowance that will remain in effect for the duration of the contract term. It is also required that the pricing on the items contained in the market baskets will remain fixed for the contract period, with the exception of fresh dairy, fresh protein and fresh produce items that can change monthly or weekly. The SFA and the vendor will agree upon any price changes, noting the fact that the vendor's landed cost has changed. Furthermore, due to the high volume of these items, it is expected that the vendor will be more aggressive in setting the fixed fee. The fixed fee will remain locked for the duration of the entire contract term.
 - a. If a manufacturer providing a product with fixed pricing declares an "Act of God," which has caused a shortage of the product being packaged, the vendor may, with the SFA's approval, adjust the price of the product to the extent their cost has changed for the remainder of the contract period. The vendor must provide the SFA with an "Act of God" statement from the manufacturer when requesting the price change.

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2. **Non-Market Basket.** Provide pricing on the balance of items purchased by the SFA. Vendors must provide quoted pricing for these items. USDA requires SFAs to compare pricing on all items that will be purchased by entities responding to the solicitation. It is also required that the fixed fee established in response to this solicitation will also apply to the non-market basket items.

The SFA intends to award this RFP to a single vendor based on product pricing and other pre-determined factors that can be of benefit to the SFA. When responding, identify the proposed manufacturer/brand.

The SFA encourages providers of all manufacturers/brands to respond, providing the following criteria are met:

1. Pricing discounts offered on a full range of quality products and supplies.
2. Training and educational support, when applicable.
3. Delivery on a weekly basis.
4. Guaranteed pricing discounts firm for the duration of the contract term.

Vendors who meet any or all of the food, supplies and distribution service mentioned above, must complete the provided documents in their indicated format to be considered as a qualified Vendor.

- C. **Quantity History:** Historically, from July 1, 2014, through June 30, 2018, the SFA has purchased over \$1 million dollars in food product, supplies, distribution services, fresh bread and commodities. All quantities or dollar values listed within this solicitation are estimates. The SFA, to the best of its ability, provided estimates to the vendor for products and related services it intends on ordering. The total purchasing estimates are based on usage from the 2018-2019 school year.

From experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting a response, the vendor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially from the estimates/historical values provided in this solicitation.

D. RFP Timeline:

Date/Time	Event
June 12, 2019	Publication of RFP 20.4 – School Nutrition Program: Food Supplies and Distribution Services
June 28, 2019 at 2:00 p.m. CT	Deadline for Vendors to Submit Questions
July 10, 2019 at 2:00 p.m. CT	Deadline for RFP Submission
July 15, 2019	Contact Awarded Vendor/Award Made
July 22 – July 31, 2019	Implementation/SFA Onboarding
August 1, 2019	Initial Start of Contract Term

- E. **RFP Submission:** Responses from vendors shall be submitted electronically via Public Purchase (www.publicpurchase.com) with an account linked to Cooperative Purchasing Connection. If any

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issues are encountered, vendors should contact support@publicpurchase.com. For immediate assistance use the Public Purchase chat function to solve any technical issues.

For RFP 20.4 – School Nutrition Program: Food Supplies and Distribution Services, your submission must reflect the following submitted and correctly labeled documents. Failure to submit the required documents in their completion or in the correct format may result in being considered as non-responsive. Any documents with inserted images of completed documents will not be accepted.

Document Title	How to be Submitted
Pricing Schedule – Name of Company	Submit as an Excel document
Questionnaire – Name of Company	Submit as a Word document
Vendor Forms & Signatures – Name of Company Addendum Acknowledgement Contract Offer & Award USDA Lobbying Certification USDA Debarment and Suspension Solicitation Checklist	Printed, signed, and scanned, submit as PDF. <i>*Signature Required</i>
Certificate of Insurance – Name of Company	Submit as PDF
Criminal Background Check Statement – Name of Company	Submit as PDF; created by Vendor
Fuel Surcharge Sliding Scale – Name of Company	Submit as PDF; created by Vendor
Hazard Analysis and Critical Control Point (HACCP) Score – Name of Company	Submit as PDF; created by Vendor

F. Notification of Intent to Award: RFP award notification will be made by Monday, July 15, 2019. The actual award is subject to approval by the International Falls Public School, School Board.

G. Contract Term: The term of the contract resulting from this RFP will be from August 1, 2019, through June 30, 2020. There will be an optional yearly renewal for a period lasting no longer than three (3) additional one-year terms, based on successful performance. Each additional contract extension will run on the fiscal year, July 1 through June 30 of the following year. The SFA has established a set of performance criteria that will be used in the vendor's annual evaluation. Performance criteria will include:

1. Contract start-up and communication
2. Vendor responsiveness with SFA
3. Customer service, quality, and delivery

H. Reports Required of the Vendor:

1. Ability to clearly demonstrate its capability to provide accurate, reliable and timely reports in terms of invoice, statement credits, and utilization reports to the SFA. All reports must be available in MS Excel format that allows for easy manipulation of the data.
2. Quarterly usage/velocity report for the SFA. A report that is configured to reflect all volume into a single line item as well as items purchased by each SFA site. The report, when requested, shall be submitted to the SFA within five (5) business days. Review of products by the SFA and the vendor shall result in conversations in aggregating similar product to increase volume purchasing.
3. Annual usage/velocity report for the SFA. A report that is configured to reflect all volume into a single line item as well as items purchased by each SFA site. The report, when requested, shall be submitted to the SFA within five (5) business days. Review of products by the SFA and the

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vendor shall result in conversations in aggregating similar product to increase volume purchasing.

4. Failure to provide the SFA their requested report(s) will result in the assessment of a penalty charge to the vendor or loss of the bid bond, whichever is greater.

I. Specific Terms and Conditions:

1. Vendor must have access to a full inventory of the awarded product line(s).
2. Vendor must respond to the SFA within 24 hours with an efficient response on any questions, issues, and/or concerns.
3. Vendor must maintain a minimum monthly average fill rate of 95% or above. Items that are reordered, backordered, or partially filled are not considered filled items when calculating this service level.
4. Definitions:
 - a. Distribution Fixed Fee. For this solicitation, the fixed distribution fee is defined as the cost charged by the distributor to the SFA for obtaining, storing, processing, handling and delivering the products purchased plus overhead and profit. *Note, the USDA does not allow percent fee amounts. Fixed fees must be of monetary value. The fixed fee can change from market basket to market basket, however, the fixed fee must remain constant for all products listed in the market basket.
 - b. Landed Cost. For the purpose of this solicitation, landed cost is defined as the net cost to the distributor that includes discounts, rebates, other credits, inbound freight to vendors' distribution facility.
 - c. Private Label. Products and services that are typically manufactured or provided by one (1) company for offer under another company's brand.

J. Product and/or Category Terms and Conditions.

1. Food and Food Service Supplies
 - a. All products, supplies and equipment that can be purchased must be new, and not have been previously used, and must be current and actively marketed products by the manufacturer.
 - b. Product Categories may include, but not limited to:
 - i. Beverages
 - ii. Dairy
 - iii. Disposables
 - iv. Dry and Canned Grocery
 - v. Fresh Protein
 - vi. Frozen
 - vii. Produce
 - c. Buy American. Food products must be processed in the United States to the maximum extent possible. Food products purchased with federal funding for student nutrition must be of domestic origin unless the product is not produced or manufactured in the United States in sufficient and reasonable available quantities or a satisfactory quality, and competitive solicitations reveal the cost of the U.S. product is significantly higher than foreign product.
 - i. All product must have country of origin listed on all labeling.
 - d. USDA Grade. All items shall be top USDA Grades unless otherwise noted. In the event these products are packed as "Private Label" items, the vendor shall note the grade level that their labels indicate. Minimum standards of CN labeling equivalencies, identity, fill container, drained weight, etc. are part of the product specification. These standards are

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specifically covered in federal and/or state regulations. Any supplier who violates these standards is in violation of their contract with the SFA, as well as, federal and/or state laws.

- e. CN Labels and Product Formulation Statements. Vendors must include all CN labels and product formulation statements for all K-12 items listed in the market basket by the contract start date.
 - i. Vendors will provide a repository of CN labels and product formulation statements.
 - ii. The vendor will have 24-hours to produce a proper CN label or product formulation sheet when requested by the SFA.
 - iii. Manufacturers claiming proprietary information on product formulations must state so in formal writing on manufacturer letterhead. Documentation is required for all product purchased through the NSLP and SBP.
2. Dairy, Food and Produce Performance Requirements.
- a. All produce and dairy products shall comply in all respects to all standards and regulations established by federal, state and/or local laws, codes, and regulations governing and controlling the public consumption of these products.
 - b. Vendors, to be considered for evaluation must submit a response to a minimum of 90% of the market basket items, per market basket category (i.e. beverage, dairy).
 - c. All product proposed must be equal to or better than the quality specified.
 - d. Fresh Fruit and Vegetables. Coatings may be applied to fresh fruit for protection of the fruit only if the coating is applied in the minimum amount required to accomplish the intended effect and if the coating meets all Federal FDA standards.
 - i. All fruit and vegetables are to be handled and packaged under sanitary conditions. Distributors may make additional nuts, fruits and vegetables available according to growing seasons, or to meet special needs.
 - ii. Provide a seasonal listing of fresh, domestically grown produce, to the SFA; allowing for the purchase of domestically grown produce helping the SFA meet Buy American requirements.
 - e. Processed Fruit and Vegetables. All vegetables and fruit, including mixed product, shall be prepared from clean, sound and properly-matured products which are fresh, fresh brined, or frozen prior to processing. The quality for each individual product shall be equivalent to U.S. Grade A, if frozen, or U.S. No. 1 or better, if fresh, except sweet peas and yellow corn, if frozen, shall be equivalent to U.S. Grade B or better for maturity.
 - f. The United States Department of Agriculture (USDA) through its Agricultural Marketing Service (AMS) develops and maintains the Institutional Meat Purchase Specifications (IMPS) for meat and meat products. The complete IMPS currently include eleven documents addressing meat handling, refrigeration and packaging; code referenced descriptions for beef, lamb, veal, pork, goat, variety meats, sausages and cooked meat products; and quality assurance provisions recommended for use by any quality control activity. The vendor must comply with these standards for meat product supplied under this RFP.
3. Pricing
- a. **Provide pricing for the week of June 24, 2019 with your proposal.**
 - b. Pricing Schedule. Vendors must complete the required pricing forms provided by the SFA. Vendors will not be allowed to submit their own pricing format; all responses must be submitted on the provided pricing documents. Moving, rearranging cells/rows/columns, changing headings of rows/columns, adding or deleting

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- cells/rows/columns will render the proposal unqualified and it will be removed from consideration.
- i. Products and Services. Vendor to confirm products are firm for the entire school year, calendar year, or specified period of time.
 - ii. Pack Size. If the proposed product does not match the count, weight, grade, or unit size, indicate such data alongside the price quote corresponding with the item stated in the food catalog listing.
 - iii. Specific brand names may be listed on the pricing schedule. If a distributor does not carry a brand listed, they may substitute another brand of equal or higher grade.
- c. Pricing utilized in response to the RFP will be calculated by taking landed price and adding the fixed fee. The vendor has the option to provide a different fixed fee by service by market basket category, but that fixed fee must be held for the entire market basket.
- d. Pricing Evaluation and Calculations.
- i. Items that are bid upon by at least one qualified vendor, but not by all qualified bidders, will be assigned the highest dollar value bid for that item amongst vendors, plus \$0.25 per unit to the vendor who did not submit pricing on that item. Vendors not offering a product or proposed pricing for an item in the market basket will be evaluated at the highest bid price, plus \$0.25.
 - a) Example: Three (3) vendors have qualified with their proposals. Vendor A proposed a fixed price of \$14.50 for item #4 with a usage of 500 for a total of \$7,250.00 extended price. Vendor B proposes a fixed price of \$13.75 for item #4 with a usage of 500 units for a total of \$6,875.00 and Vendor C does not bid a price. The dollar value of \$14.75 will be entered for Vendor C for a total extended price of \$7,375.00 $((\$14.50+.25) \times 500 = \$8,375.00)$.
 - b) Items that are not bid on by any of the qualified vendors will be thrown out and not included in the calculation of the lowest overall price.
 - ii. Items that are bid, but the pack size does not equate across vendors will be calculated down to an individual unit (i.e. ounce, pound, etc.) for all responses, dependent on how it is listed in the market basket.
 - a) Example: Cost per pound will be used for bulk ground beef and a cost per unit would be used for beef patties.
 - iii. Items using “catch weight” will be determined by using the average weight per case calculation.
 - a) Example: If a product says 10 to 12-pound average, the case will be calculated using an 11-pound case weight for that item.
 - iv. Pricing calculations are necessary to be able to compare the entire pricing proposal fairly. The dollar amount calculated for the item that did not have a proposed amount will be used for no other purpose other than determining the lowest overall price in the pricing proposal process. For evaluation purposes, the calculated amounts entered for evaluation purposes, will be shown in red font/text.
- e. All net member prices must include delivery (i.e. fixed fee).
- f. Manufacturer Allowances. Allowances and pricing deviations (i.e. discounts) must be held firm for the duration of the contract term. Official manufacturer confirmation letters must be maintained on file with the selected Prime Vendor for audit purposes.
- i. Allowances intended for the end user, such as, promotional allowances, billbacks, or other purchasing incentives MUST accrue to the benefit of the SFA. Evidence of

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- such discounts or allowances will be available for audit upon request. A vendor's invoice costs shall reflect proposal and/or promotional allowances, e.g., one free with 10, or proposal allowances, the benefits of which shall accrue to the SFA. Self-funded allowances will be expected to be on-going.
- ii. In the narrative section, explain any volume discounts or allowances which are from monies other than manufacturers allowances. Record all allowances, source of allowances, and Allowance Good Thru Dates
- g. **Fixed Fee.** Vendors will have proved cost plus fixed fee pricing on all market basket items. All other items in the non-market basket will be priced at the landed cost plus established fixed fee.
 - i. Fixed fee for broken cases shall be pro-rated based on the number of units ordered from the full case. The SFA will keep broken case orders to a minimum; broken case orders shall consist largely of seasonings, condiments, fresh produce, and some non-food products. To arrive at the price for broken cases, the Prime Vendor shall divide the number of units in a full case into the per-case selling price, including the pro-rated fixed fee.
 - h. Costs should be locked with manufacturers for the greatest extend of time to avoid price increases for contract duration. This date should be recorded in Good Thru Date column on the provided pricing schedule.
 - i. **New Products.** New products and items, pertaining to the scope of this RFP, can be added to the market basket during the course of the contract term with notice to the SFA. New products may not exceed a 10% change in the scope of the RFP resulting in a material change. New products shall meet or exceed all the specifications and requirements established in the contract. The SFA may direct the vendor to remove any items that do not meet the intent or are otherwise in conflict with the contract requirements.
 - j. **Material Change.** The SFA may accept a future claim from the vendor that a new threshold of product performance has been established (i.e. sodium levels as required by USDA). If the participating SFA is satisfied with the evidence presented in support of the claim, appropriate pricing for such new product may be established by applying the same pricing method used by the vendor in their original response. The vendor must be able to verify the pricing calculation.
 - i. When a manufacturer revises its product list to add or delete items that result in revised contract pricing, the vendor shall notify the SFA in writing via email as follows:
 - a) Request is to be submitted on vendor's letterhead and emailed to the SFA;
 - b) It is filed with the SFA at a minimum of 15 calendar days before the effective date of the proposed change;
 - c) It clearly identified the items impacted by the change;
 - d) The change will not produce a higher profit margin than that on the original contract;
 - e) It is accompanied by documentation acceptable to the SFA to warrant the change.
 - f) The SFA reserves the right to accept such change and will confirm disposition in writing. For contract administration purposes, the SFA must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the vendors' contract nor charged to the SFA.
 - k. **Rebates.** Manufacturer rebate coupons and similar promotions must be provided to the SFA. Individual product rebates may either be filed by the SFA or selected Prime Vendor,

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- but will be paid only to the SFA. The selected Prime Vendor will provide the tracking report, if requested.
- I. Substitutions. Substitutions, outs and shortages may be replaced if approved by the SFA. If approved, substitutions will be of same grade or higher.
 - i. Items that are substituted without notification and approval have the right to be refused by the SFA and will not incur any costs associated with a substitution that is not pre-approved.
 - ii. All substitutions will be clearly identified on all delivery receipts and invoices.
 - iii. Shortages or partial fills will be added to the next delivery schedule, if approved by the SFA, unless other arrangements are made with the SFA responsible for food purchases.
 - iv. Substitutions, approved by the SFA or not, count against the vendor's fill rate requirement. See fill rate definition in Appendix D.
 - m. Discontinued products. The SFA must be notified of discontinued products at least 15 days prior to the last day of the products' availability. Discontinued products may or may not be replaced in the market basket at the discretion of the SFA. If a new item is negotiated as a replacement, the "fixed fee" will remain the same as the original item that was in the market basket.
4. Commodity Handling Program. This is a three-part program utilized by the SFA:
- a. Net Off Invoice (NOI). The NOI process allows SFAs to use all or a portion of their USDA entitlement through processed foods. The SFA can use their raw entitled products and can have them further processed into branded finished goods by approved manufacturers. The SFA receives the USDA value in the form of a discount off invoice from the responding distributor. NOI is a simple deviation funded by the USDA with bill backs processed by the manufacturer. More specifically, the manufacturer/processor sells product for sale to anyone. The vendor sells NOI to the SFA with the USDA allocation. The vendor must provide the USDA discount to the SFA and the processor/manufacturer refunds the vendor for the value of the USDA food, after sales verification. Two (2) recordkeeping system, K-12 Foodservice and Processor Link, track the volume of NOI products a SFA is allocated and how much they utilize. It is the responsibility of the SFA to monitor allocated dollars to ensure enough funds are available when purchasing NOI products.
 - b. USDA "Brown Box Commodities". This program will detail the cost of the vendor picking up "Brown Box" commodities at the USDA warehouse in Newport, Minnesota, transporting the product to their warehouse, storage charges (if any) and delivering the products to the SFA.
 - c. Fee for Service. SFAs that have surveyed with Minnesota Department of Education (MDE) for the total number of raw pounds (beef and pork) they would like diverted to processor will receive their diverted products from their distributor. The SFA will only pay for the service it takes to process and deliver the case(s) of finished product. The SFA will pay the Fee for Service price until their pounds are exhausted at the processor. Fee for Service pork and beef products are non-substitutable.
6. Ordering Support, Ancillary Services, Billing and Payments
- a. All products will be ordered by the SFA through a robust, easy to use, online (electronic) order entry system. The online ordering system must clearly identify market basket/bid items.
 - i. Nutritional support must be included by a vendor, whether from an educational consultant (i.e. dedicated educational staff) or registered dietitian with experience in K-12 foodservice.

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- ii. Ordering support includes contact on a schedule acceptable by the SFA.
 - b. Provide separate invoices for all Fresh Fruit and Vegetable Grant purchases.
 - c. Credits will be issued within ten (10) business days of authorization or return date.
 - d. Invoices shall be sent directly to the SFA for payment upon delivery of ordered product.
 - e. Personal purchases and payments will not be allowed under the contract, resulting from this solicitation.
 - f. Vendor shall describe any prompt payment and volume discounts proposed.
 - g. Participating SFAs will pay the vendor according to payment terms and conditions.
7. Audits
- a. Financial Audit. Ability to provide verifiable documentation of all purchases made by the SFA and will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of the SFA and the vendor.
 - i. Failure at an audit means that the cost plus fixed fee could not be verified. Refunds to the SFA must be made. Notification and credit must be instituted to their accounts within 10 business days.
8. Storage, Delivery and Handling Requirements
- a. Vendors' warehouse facilities must ensure frozen foods will be stored at 0°F or below and chilled items stored at 36°F depending on manufacturer's recommendations.
 - b. Delivery temperature of frozen and chilled foods shall be in accordance with the Association of Food and Drug Officials (AFDO) Code as recommended by the Food and Drug Administration (FDA).
 - c. Vendor buildings, fixtures, and other physical facilities used to supply food shall be maintained in a sanitary condition and shall be kept in repair, sufficient to prevent food from becoming adulterated.
 - d. Vendor delivery trucks must be climate controlled to keep food frozen and/or fresh prior to delivery.
 - e. Vendor drivers must be licensed and bonded and have a criminal background screening completed and passed prior to entering a school, paid by the vendor.
 - f. Vendor drivers and delivery personnel will act in a professional manner while on SFA property. Delivery personnel will be dressed in a clean company uniform.
 - g. Vendors must be able to provide twice a week delivery, at a minimum, to each site, unless otherwise agreed upon between the SFA and the vendor (see Exhibit A – Delivery Details).
 - h. Vendor must be able to delivery product between the hours of 6 a.m. and 11:30 a.m. CT on scheduled delivery days. No minimum order quantity is required and no delivery surcharge may be assessed if delivered on a regular scheduled delivery day. No deliveries will be accepted during serving times (11:30 a.m. and 1:00 p.m. CT).
 - i. Deliveries shall be made Monday through Friday, except school holidays or closing days (due to inclement weather). When holidays or closing days fall on a scheduled delivery day, an alternate delivery date and/or time shall be agreed upon by the vendor and the SFA.
 - j. No damaged cases or packages will be accepted by the SFA. Vendor agrees to pay for return shipment on goods that arrive in a defective or non-operable condition.
 - k. All products will be delivered in the original packaging of the manufacturer.
 - l. The SFA need to be notified a minimum of 10 business days of any delivery schedule changes. In the case of weather delays, the vendor needs to notify the SFA as soon as possible with updates on delivery.
 - m. All product shall be "floor set" according to their designated area (i.e. dry storage, refrigerated, frozen).

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- n. All work will be accomplished in conformance with OSHA and HAACP safety requirements, and any additional federal, state or local requirements.
- o. Fuel Adjustments/Delivery Surcharge. Due to the uncertainty of what fuel costs will be during the contract term, the SFA will allow the vendor, within 10 business days of the end of the month to submit a written request to the SFA to have their fuel adjustment/delivery surcharge rate increased or decreased depending on the current cost of fuel. The fuel adjustment surcharge will be a fixed dollar amount and will be applied to each delivery/drop made to the SFA. The SFA reserves the right to accept, negotiate and/or reject the vendor's request. There will be no fuel surcharge if diesel is priced below \$3.00 per gallon.
 - i. Vendors should implement a sliding scale that addresses both a declining and increasing market based on the average Diesel (on highway) in the Midwest furnished by the U.S. Energy Information Administration (EIA) as viewed at <http://www.eia.gov/petroleum/gasdiesel/>
- 9. Verify that all items conform to all applicable federal and state safety requirements, provide proper Safety Data Sheets (SDS) as required by law for all products sold. The SDS literature must be delivered to the participating agency with each shipment of goods.
- 10. Implementation/Onboarding of the SFA
 - a. Vendor must have a comprehensive plan to meet key staff from the SFA; to install, troubleshoot and train staff in the use of online ordering. Such plan should include the determination of an agreeable delivery schedule and requirements, and to provide such other reasonable services (i.e. product conversion) necessary to ensure that the SFA is fully prepared to start school year 2019-2020 with a fully functional school nutrition program. The seamlessness of the implementation will be critically important to the success of the contract, support to the SFA and quantities needed to meet meal requirements.
 - b. **All implementation and onboarding must be completed by August 12, 2019.**

RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

Exhibit A – Delivery Details

School Profile	International Falls Public School, ISD #361 1515 11 th Street International Falls, MN 56649	
Approximate Enrollment	970	
Estimated Annual Spend	\$272,000	
District Contacts:	Stacy Grover Business Manager 218-283-2571 x1194 sgrover@isd361.k12.mn.us	Karla Olson-Line District Nutrition Coordinator 218-283-2571 x1132 kline@isd361.k12.mn.us
	Michelle Hopkins Accounts Payable 218-283-2571 x1181 mhopkins@isd361.k12.mn.us	
School Sites:	Falls Elementary School 1414 15 th Avenue International Falls, MN 56649	Falls High School 1515 11 th Street International Falls, MN 56649
Site Contacts:	Taylor Nelson Head Cook 218-283-2571 x1266 tnelson@isd361.k12.mn.us	Cherie Sweney Head Cook 218-283-2571 x1133 csweney@isd361.k12.mn.us
Average Breakfast Participation	170	81
Average Lunch Participation	296	338
Delivery Frequency:	2x per week	2x per week
Delivery Times:	6 a.m. to 11:30 a.m. CT *8-8:45 a.m. CT is a black out window due to current students unloading and loading of busses.	6 a.m. to 11:30 a.m. CT *8-8:45 a.m. CT is a black out window due to current students unloading and loading of busses.
Delivery Characteristics:	Delivered to receiving area. Driver to unload and place goods inside door. School staff to assist with unloading of cart.	Delivered to receiving area. Driver to unload and place goods inside door. School staff to assist with unloading of cart.
Delivery Concerns:	Limited unloading area. Delivery times must not conflict with start of school day, before/after cafeteria staffing hours, end of school day and serving times.	Limited unloading area. Delivery times must not conflict with start of school day, before/after cafeteria staffing hours, end of school day and serving times.

RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

2019 - 2020 SCHOOL CALENDAR

AUGUST 2019							SEPTEMBER 2019						
Sun	M	T	W	T	F	Sat	Sun	M	T	W	T	F	Sat
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30					
Student Days: 0 Teacher Days: 3							Student Days: 20 Teacher Days: 20						
OCTOBER 2019							NOVEMBER 2019						
Sun	M	T	W	T	F	Sat	Sun	M	T	W	T	F	Sat
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
Student Days: 21 Teacher Days: 21							Student Days: 18 Teacher Days: 19						
DECEMBER 2019							JANUARY 2020						
Sun	M	T	W	T	F	Sat	Sun	M	T	W	T	F	Sat
										1	2	3	4
1	2	3	4	5	6	7	5	6	7	8	9	10	11
8	9	10	11	12	13	14	12	13	14	15	16	17	18
15	16	17	18	19	20	21	19	20	21	22	23	24	25
22	23	24	25	26	27	28	26	27	28	29	30	31	
29	30	31											
Student Days: 15 Teacher Days: 15							Student Days: 20 Teacher Days: 22						
FEBRUARY 2020							MARCH 2020						
Sun	M	T	W	T	F	Sat	Sun	M	T	W	T	F	Sat
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	22	23	24	25	26	27	28
23	24	25	26	27	28	29	29	30	31				
Student Days: 19 Teacher Days: 19							Student Days: 21 Teacher Days: 22						
APRIL 2020							MAY 2020						
Sun	M	T	W	T	F	Sat	Sun	M	T	W	T	F	Sat
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
Student Days: 20 Teacher Days: 20							Student Days: 19 Teacher Days: 20						

August & September

Aug. 27 th :	Teacher Work Day
Aug. 28 th :	All Employee Meeting
	Teacher Work Day
Aug. 29 th :	Teacher Work Day
Sept. 2 nd :	NO SCHOOL - Labor Day
Sept. 3 rd :	First Day of School

October & November

Oct. 17 th -18 th :	NO SCHOOL - MEA Break
TBD	FHS Mid Term Reports
TBD	End of 1st Quarter
Nov 15 th :	NO SCHOOL - Exchange Day
Nov 28 th -29 th :	NO SCHOOL - Thanksgiving Break

December & January

TBD	FHS Mid Term Reports
Dec 23 rd -Jan 1 st :	NO SCHOOL - Winter Break
Jan. 2 nd :	Return from Winter Break
TBD	End of 2nd Quarter / Semester 1
Jan 17 th :	NO SCHOOL - Teacher Work Day
Jan. 20 th :	NO SCHOOL - Teacher Work Day
	Martin Luther King Jr. Day

February & March

Feb. 17 th :	NO SCHOOL - Presidents Day
TBD	FHS Mid Term Reports
TBD	End of 3rd Quarter
March 20 th :	NO SCHOOL - Exchange Day

April & May

April 10 th :	NO SCHOOL - Good Friday
April 13 th :	NO SCHOOL - Spring Break
TBD	FHS Mid Term Reports
May 25 th :	NO SCHOOL - Memorial Day
May 28 th :	LAST DAY OF CLASSES K-11
May 29 th :	Last Day for Teachers
May 31 st :	Graduation Day

GRADUATION: Sunday, May 31st

RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

Exhibit B: Glossary of Terms

Administrative Review (AR)—the periodic oversight of the local SFA operation of the Federal child nutrition programs (CNPs) by the State Agency and/or USDA. It is required by the Richard B. Russell National School Lunch Act. It features both offsite and onsite components, including the review of program documentation and observance of activities to ensure compliance with federal rules and regulations.

Allowance/Deviation—an allowance or pricing deviation is a discount offered by the manufacturer and/or broker of the product. Pricing allowances must remain in effect for the entire contract term (one year). If a manufacturer/broker offers an allowance for a period of time, and that allowance is greater than the allowance offered to the SFA, the temporary allowance will be available to participating SFAs for the time period it is offered.

Bid Documents—the documents that are issued as part of a solicitation for a K-12 school foodservice procurement. Bid documents may include the boilerplate language for the general specifications a district may have; product or service specifications; terms and conditions for the award of a contract; and required forms and certifications to be provided by the Vendor. The term “bid documents” also applies to other procurement methods, including RFPs.

Bid Lists—a list of vendors invited to respond to a procurement solicitation. The bid list is not necessarily a comprehensive list of potential vendors, and unless the SFA has established prequalification criteria for participation, other vendors may respond.

Brand Names—the use of the name of a manufacturer, brand name, or catalog number does not restrict the offer. Brand names are used to indicate the character, quality and/or performance equivalent of the product on which a proposal is submitted. The SFA reserves the right to decide if alternatives to the identified manufacturer and brand are, in fact, equal to that described in the proposal. Any items listing the manufacture or product specific catalog number will be listed with an “or equivalent” statement.

Broker—a manufacturer’s sales representative. Brokers typically represent multiple manufacturers.

Buy American—this provision, as defined in section 12(n) of the National School Lunch Act, requires school to purchase, to the maximum extent practicable, domestic commodities and products. A domestic commodity of product means an agricultural commodity that is processed in the United States, and/or a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. Any entity that purchases food or food products

on behalf of the SFA must follow the same Buy American provisions that the SFA is required to follow.

Child Nutrition Equivalency Label (CN Label)—a standardized food crediting statement on a product label that includes the product identification number assigned by Food and Nutrition Services (FNS). Label must include statements of the product’s contribution toward meal pattern requirements of 7 CFR 210.10 §or §220.8a, whichever is applicable, shall identify the contribution of a specific portion of a meat/meat alternate product toward the meat/meat alternate, bread/bread alternate, and/or vegetable/fruit component of the meal pattern requirements. For juice drinks and juice drink products, the statement shall identify their contribution toward the vegetable/fruit component of the meal pattern requirements, and the approval date.

Child Nutrition Reauthorization (CNR)—the periodic legislative process to extend authorization for the Federal CNPs that are not permanently authorized. The National School Lunch and School Breakfast Programs are permanently authorized. The CNR process is also used as an opportunity to review and amend, as necessary, all provisions of the law. These amendments can result in the establishment of new regulations applied to the operation and administration of all CNPs.

Code of Conduct—a set of rules outlining the responsibilities or, proper practices for, an individual or organization. A SFA must have a code of conduct governing the performance of the officers, employees, or agents engaged in contract awards and administration when the contract is funded in whole or in part by FNS program funds. In addition, this code governs the methods of procurement, establishes the requirement that the SFA perform a cost or price analysis for every procurement (including contract modifications), and determines which contract clauses and certifications are required in the SFA’s contracts.

Commercial Products—items procured by K-12 school meal operations that do not include USDA Foods. Products that include USDA Foods as ingredients, while commercial in nature, are referred to as “commodity processed.”

Conflict of Interest—any action that allows a person to benefit at the expense of the public interest or at the expense of their employer.

Contract Agreement—the agreement between the SFA and the awarded vendor(s) resulting from the solicitation process. The contract agreement is a formal, legally enforceable agreement between a buyer (client) and a seller (vendor) that establishes a legally binding obligation for the seller to furnish goods and/or services and for the buyer to compensate the seller. A contract must clearly and accurately describe the goods, products, and/or services to be delivered or performed and the terms and conditions of the agreement.

RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

In the case of school nutrition programs, a contract is executed by an authorized representative of the SFA and the vendor. It calls for the provisions of the services, materials, supplies, and/or equipment by the vendor in accordance with all conditions and specifications in the solicitation documents/proposal for a price to be paid by the SFA prior to execution.

Cooperative Purchasing Groups—a collection of school districts that, by agreement, aggregate their procurements to increase their buying power and reduce their costs. Co-ops may be administered by a member district, a committee of member districts or a contracted third party.

Cost-plus Fixed Fee Contracts—contracts in which the vendor bids a fee over the cost of goods or services. The fee is a fixed amount, but the base cost may fluctuate depending on market conditions or other considerations. Under current law, vendors may not propose a percentage over the cost of goods or services. In 2016, USDA published a proposed regulation that would prohibit cost-plus contracts.

Cost Index—a price adjustment based on increases or decreases in labor or material costs standards or indexes that are specifically identified in the fixed contract. When using this type of contract, it is important to clearly state that price adjustments should reflect both increases and decreases in the identified index.

Credit—a cost reduction or cash refund. Typically, credits are extended to compensate the purchaser for inferior, unusable product or a product delivered in error.

Damaged Item—refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

Defects—all products must be 100% guaranteed. Any product which is received damaged, found to be defective, or does not perform to the end users' expectations must be replaced at the vendor's expense. If a participating agency receives product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

Delivery—all pricing submitted in this solicitation are to be F.O.B. Destination, Freight Pre-Paid and Allowed. Unless clearly stated otherwise by the Vendor, prices submitted shall include all charges for transportation, packaging, etc., necessary to complete delivery on an F.O.B. Destination basis.

Discount—a reduction in price voluntarily offered by a Vendor.

Distributor—the intermediary between school districts and manufacturers/processors in the food distribution chain. Broad line distributors serve a wide range of foodservice

customers. Specialty distributors focus their efforts on one or two market segments for which they have expanded knowledge, such as K-12 school foodservice.

Distributors Choice—a designation applied to products with standards of identity (SOI) or comprehensive specifications. Vendors may propose any brand of product that meets or exceeds the specifications but must commit to supplying this brand for the life of the contract.

Estimated Quantities—the estimated quantities contained in this RFP are the result of the previous year's velocity report requested by the SFA.

Extended Price—the net member cost of the item plus the fixed fee multiplied by the estimated usage.

Fee-for-service—the additional charge made by a processor or distributor for the additional ingredients or services to be provided over the base cost of the goods or services. In food processing, particularly of USDA Foods, the fee-for-service is the price net of the raw commodity ingredient provided by USDA. In distribution, a vendor may charge a fixed-fee-per-case for storage and/or delivery.

Fill Rate—the percentage of orders items that must be provided in full quantity without substitution or outage.

Food and Nutrition Service (FNS)—an agency within the Office of Food, Nutrition and Consumer Services of the U.S. Department of Agriculture (USDA). FNS has oversight responsibility for the Federal child nutrition programs, including school meal programs and food distribution (USDA Foods).

Forecasting—the process of estimating future quantity needs for procurement. It requires in-depth knowledge of upcoming menus and projecting the number of servings needed for every purchase period. Forecasting is an essential element of effective foodservice purchasing.

Free and Open Competition—means that all suppliers are playing on a level playing field and have the same opportunity to compete. Procurement procedures many never unduly restrict or eliminate competition.

Grade Standards—USDA quality standards and are based on measurable attributes that describe the value and utility of the products. U.S. Grade Standards provide a uniform language for describing the quality and condition for meat, poultry, fresh fruits, and vegetables, in addition to processed fruits and vegetables. While safety inspections are mandatory, the federal government does not require that all food products be graded.

Hazard Analysis Critical Control Point (HACCP)—a plan expected of every Vendor and must be in place by the Vendor and its manufacturers. Vendors may be required to submit documentation verifying that a written HACCP plan is followed.

RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

The Healthy, Hunger-Free Kids Act (HHFKA)—the Child Nutrition Reauthorization bill enacted in 2010. When this report was published in Fall 2016, it was the most recent CNR and established a number of new rules for the Federal school meal programs, including nutrition standards, local school wellness policies, State Agency reviews and more.

Informal Procurements—those made by a simple solicitation, typically by fax or phone. Federal law allows such procurements for purchases with an aggregate value under \$150,000 (the “small purchase threshold”) and “micro purchases”. States usually establish much lower thresholds for informal procurements, so school districts should check with their state agency to confirm what is allowable.

Landed Cost—the total price of a product once it has arrived at a buyer’s door. The landed cost includes the original price of the product, all transportation fees, insurance, handling and payment fees.

Lead Time—the amount of time necessary for the distributor to prepare and deliver the product to the district. Generally, the more lead-time that can be provided to a distributor, the more cost-effective price for the product. A longer lead-time may be necessary for special ordered and fresh products.

Manufacturers/Processors—companies that produce items; in this case, food, beverage, equipment, technology and supplies for the foodservice segment.

Material Change—a change made to a contract after the contract has been awarded that alters the terms and conditions of the contract substantially enough, that, had other Vendors (vendor/bidder) known of these changes in advance, they may have bid differently and more competitively.

Micro Purchases—a new method of procurement for very small (currently less than an annual aggregate of \$10,000) purchases. Micro purchases do not require any formal or informal procurement process. However, USDA policy directs that the principles of fair and open purchasing must still be employed.

National School Lunch Program (NSLP)—the Federal program authorized by the Richard B. Russell National School Lunch Act of 1946.

Net Member Price—this is the landed cost of any item, less any allowance, plus the fixed fee.

Offeror—the entity that responds to a RFP for the purpose of providing a product or service. An offeror is also referred to as a Vendor or Vendor.

Pack Size—with some items, the unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Vendor will be required to respond according to the designated bit unit and state how

the product will be packaged and to provide a cost for the purchased unit.

Pre-bid Conference—a best practice approach to procurement wherein the district meets with potential vendors, individually or as a group, to discuss a pending procurement. These meetings may be used to share information about the requirements of the solicitation and/or to get feedback from potential vendors to help inform the district in drafting the procurement.

Prime Vendor—usually a broad line distributor who provides a range of goods to a school district. The prime vendor is the first option for all purchases that the vendor is able to provide.

Procurement—this is the process used for soliciting goods and services, while purchasing is the act of acquiring the goods and services.

Proprietary Products—proprietary products are manufactured products ordered strictly for a particular program or that are unique to a manufacturer.

Qualified Vendor—a Vendor that has submitted a proposal meeting the due date and time of this RFP and has submitted all of the requested documents in their entirety in their required format(s).

Quarter—defined as the periods from Q1: July 1 through September 30, Q2: October 1 through December 31, Q3: January 1 through March 31, and Q4: April 1 through June 30.

Recalls—the Vendor shall notify the SFA and their participating agencies immediately of any product recalls. The Vendor will issue a credit or comparable substitute for any delivered, recalled product at the agency’s discretion. All costs associated with voluntary and involuntary product recalls shall be borne by the Vendor.

Recipient Agency (RA)—a school or other entity that receives USDA Foods.

Request for Proposal (RFP)—a method of procurement in which factors other than price is considered.

Vendor—also referred to as a vendor/bidder, is a commercial enterprise, public or nonprofit private organization, or individual that enters into a contract agreement with a SFA.

Responsive and Responsible (Vendor/Bidder)—to be considered responsive, a Vendor must submit a response to the RFP that conforms to all material terms and conditions of the solicitation. To be considered responsible, a Vendor must be capable of successfully performing under the terms and conditions of the contract. In order to be awarded a contract, a Vendor must be responsive and responsible.

RFP 20.4 – SCHOOL NUTRITION PROGRAM: FOOD SUPPLIES AND DISTRIBUTION SERVICES

Richard B. Russell National School Lunch Act—the act of Congress that authorized the National School Lunch Program. It includes the legislative requirements for the provision of school lunch and certain other child nutrition programs. The Child Nutrition Act of 1966 is a companion to the Act and authorizes the School Breakfast Program and other child nutrition programs and operations.

Run Number—the production run number is the code that identified the production plant, the date, the shift, and the production line that manufactured the product. This number is not printed on the label but rather stamped on the case at the time the product is manufactured.

Safety Data Sheets (SDS)—documentation providing workers and emergency personnel with procedures for handling or working with a specific substance in a safe manner, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures.

School Breakfast Program (SBP)—was authorized by the Child Nutrition Act of 1966. It parallels the National School Lunch Program in terms of basic requirements.

School Food Authority (SFA)—a legal entity within the Local Education Agency (LEA) with specific responsibilities for administering school-based child nutrition programs.

Single Awards—aggregate or “all-or-none” awards of contracts for multiple food items.

SKUs (Stock Keeping Units)—a system for identifying individual products produced or sold. A SKU identifies the item by manufacturer and product code.

Small Purchases—purchases with a value less than the small purchase threshold. The Federal small purchase threshold is currently \$150,000, but states or local agencies may establish lower limits. Small purchases do not require formal procurement, but still must adhere to the fundamental principles of fair, open and competitive procurement.

Solicitation—the issuance of a procurement request. The terms of a solicitation may be governed by district or state laws or policies with regard to how potential vendors are notified that the district is seeking responsive and responsible vendors for goods or services and how long the notification must be posted.

Specifications—the detailed requirements for the goods or services being sought in the K-12 procurement. General specifications are the terms and conditions for doing business with the district. Detailed specifications are the exact description of the requested goods or services.

Standards of Identity (SOIs)—federal requirements that define what a food product is, its name, and the ingredients that must or may be used in the manufacture of that food. SOIs protect consumers by ensuring labels accurately describe the products contained within the package.

State Agency—the agency in the State government that is assigned administrative responsibility for the Federal CNPs. In most cases, the state department of education is the assigned State Agency. However, some states assign all or some of the programs to other agencies, including the department of agriculture or the department of health and human services.

Stock—items available in the selected Vendor(s) warehouse for immediate delivery.

Transparent—meaning that everything done by the SFA must be clear, forthright, and out in the open.

Unit of Measure (UOM)—the package configuration (e.g. case, carton, box, flat, etc.) by which the product would normally be sold. This shall mean packaging referred to when the term “case price” is applicable.

U.S. Department of Agriculture (USDA)—the executive branch of the Federal government responsible for the administration and oversight of the Federal child nutrition programs.

USDA Foods—the official name of the Federal commodity food program. Administration of the USDA Foods Program falls under the Food Distribution Division of the Food and Nutrition Service agency at USDA. USDA Foods also refers to the specific commodity food items made available to SFAs participating in the National School Lunch Program.

USDA Foods—the formal name for what is known as brown box commodities. It includes items purchased by USDA and shipped directly to recipient agencies, as opposed to commodities purchased by USDA for diversion to manufacturers to be further processed, i.e., made into usable end products.

Velocity Report—a report provided to the SFA that notes the quantity, date of purchase, and other valuable information pertaining to the purchase of products from a Vendor. The report can serve as a tool for the SFA staff when forecasting the needs of the district and documenting solicitation integrity. Upon request, the Vendor shall generate such report for the SFA for products purchased during a specific time-period.

Vendor—a vendor/bidder, also referred to as a Vendor, is a commercial enterprise, public or nonprofit private organization, or individual that enters into a contract agreement with a SFA.

Vendor Questionnaire

RFP 20.4 – School Nutrition Program: Food, Supplies and Distribution Services

Instructions

Contained herein is a questionnaire required by the School Food Authority (SFA).

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Respondents must use the Vendor Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled “**Vendor Questionnaire – Name of Company**”.
5. Submit the Vendor Questionnaire, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one (1) single PDF titled “Vendor Questionnaire – Name of Company”:

1. [Company Information](#)
2. [Qualifications & Experience \(20 points\)](#)
3. [Partnership \(15 points\)](#)
4. [Financials \(25 points\)](#)
5. [Products, Supplies & Services \(30 points\)](#)
6. [Ordering \(40 points\)](#)
7. [Commodities \(15 points\)](#)
8. [Delivery \(25 points\)](#)
9. [References](#)

Company Information

Name of Company: _____

Company Address: _____

City, State, Zip code: _____

Website: _____

Phone: _____

Provide the following company contacts that will be working with this anticipated contract. Include name, email and phone number(s).

	Name	Email	Phone
General Manager			
Contract Manager			
Sales Manager			
Customer Service Manager			
Account Manager(s)			

Who will be responsible for conducting audits as requested by the SFA. Include name, email and phone number(s).

Name	Email	Phone

Qualifications & Experience *(20 points)*

- 1. Provide a brief background of your organization, including the year it was founded (1-2 paragraph max.).**
 Click or tap here to enter text.
- 2. Describe how or what your organization is doing to remain viable in the K12 food distribution market.**
 Click or tap here to enter text.
- 3. How many K12 customers does your organization on average, provide food and distribution services at a Prime Vendor level for each year? Note: A Prime Vendor is considered to be 60% or higher for this question.**
 Click or tap here to enter text.
- 4. Describe any "value adds" being offered to the SFA.**
 Click or tap here to enter text.

Partnership *(15 points)*

- 1. Describe any training and/or professional development available to the SFA by your company.**
 Click or tap here to enter text.
- 2. If awarded, describe how your company will plan to inform and train all personnel who will work directly with this contract (i.e. financial, sales, customer service).**

Click or tap here to enter text.

3. If awarded, describe how your company plans to implement and onboard the SFA to be ready for the 2019-2020 school year as it pertains to the contract timeline.

Click or tap here to enter text.

Financials (25 points)

1. Describe how your company works with the SFA to determine payment terms.

Click or tap here to enter text.

2. Does your company accept payment by procurement card? If so, is the SFA assessed a fee for payments made with a procurement card?

Click or tap here to enter text.

3. Does your company offer any prompt payment discounts?

Yes No

If YES, describe such discount.

Click or tap here to enter text.

4. Has your company been involved in any alleged prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last five (5) years? If so, please document thoroughly and list any contract(s) in which your company have been found guilty or liable, or which may affect the performance of the services requested through this solicitation.

Yes No

If YES, describe such issues.

Click or tap here to enter text.

5. Has your company been disbarred and or suspended in doing business within the United States?

Yes No

If YES, list what states, the reason for debarment and/or suspension and its effective dates.

Click or tap here to enter text.

Product, Supplies & Services (30 points)

1. Describe your company's quality assurance and control process for products and services that will be offered to the SFA.

Click or tap here to enter text.

2. SFAs are required to the maximum extent possible to buy domestically grown and processed products from the United States. Describe how your company plans to assist the SFA with this knowledge, educations and/or documentation.

Click or tap here to enter text.

3. State your process and logic in determining the fixed fee(s) being proposed by your company.

Click or tap here to enter text.

4. State your process for introducing new products to the SFA and how this will be accomplished.

Click or tap here to enter text.

5. Describe the nutritional support available to SFAs through your company.

Click or tap here to enter text.

6. For federal grant programs such as the Fresh Fruit and Vegetable program, separate invoices need to be collected for products purchased under those respective grant dollars. Describe how your company plans to meet this criteria.

Click or tap here to enter text.

Ordering (25 points)

1. Describe the process, from placing an order through the order being delivered to the SFA. Include details pertaining to special orders, backorders, selection and substitutions, etc.

Click or tap here to enter text.

2. The SFA is opting to streamline ordering through an online/electronic platform. Describe the highlights of ordering online and the value it provides.

Click or tap here to enter text.

3. Describe the training process for the SFA to place orders online.

Click or tap here to enter text.

4. Does your company have the ability to clearly label or highlight market basket "bid" items?

_____ *Yes* _____ *No*

If YES, describe how these items will be highlighted.

Click or tap here to enter text.

5. Describe the process your organization uses to notify the SFA of outs, shortages and substitutions.

Click or tap here to enter text.

Commodities (15 points)

1. Describe your company's charges for pickup, delivery and storing of USDA commodities:

- a. USDA commodity warehouse fee (use current fee as of June 2019).
- b. Describe the cost your company will charge to the SFA to deliver said commodities to the SFA.
- c. Describe the cost your company will charge to the SFA to store commodities.
- d. Describe the length of time will your company store commodities before an additional charge is issued to the SFA. Describe the additional charge.

Click or tap here to enter text.

2. The SFA will participate in Fee-For-Service (FFS) for pork and beef. Describe the surcharge for delivery of processed beef and pork under the FFS program.

Click or tap here to enter text.

3. **The SFA will participate in Net Off Invoice (NOI). Describe how your company will work with the SFA to ensure that the SFA is receiving the USDA pass-thru-value (PTV) for the approved NOI related products.**
 - a. **Describe how your company processes and handles the account setup for the SFA utilizing NOI through either K12 Foodservice or Processor link, or both.**

Click or tap here to enter text.

Delivery (25 points)

1. **At times, weather can compromise delivery schedule. What protocol and/or tactics are taken to notify the SFA of a delayed delivery.**

Click or tap here to enter text.

2. **At times there are issues with service and/or deliveries. Describe the process for addressing issues with the SFAs.**

Click or tap here to enter text.

3. **At times there may be issues with delivery personnel adhering to the rules and regulations of the SFA (i.e. no smoking on grounds, keeping grounds free of debris). Describe what measures are taken to ensure the SFA's rules and regulations are kept.**

Click or tap here to enter text.

4. **Describe the duties of your delivery personnel and what is expected of each delivery person as they work with the SFA.**

Click or tap here to enter text.

5. **State your process for handling returns and/or credits.**

Click or tap here to enter text.

Exceptions & Deviations (10 points)

1. **List any additional stipulations and/or requirements your company requests that are not covered in the RFP.**

Click or tap here to enter text.

2. **List any exceptions your company is requesting to the terms set forth in the Technical Specifications.**

Respondents must include the following when requesting exceptions:

- **RFP section number and page number**
- **Describe the exception**
- **Explanation of why this is an issue**
- **Proposed alternative to meet the needs of the SFA**

Click or tap here to enter text.

References

Provide three (3) references that have purchased products and/or services that are applicable to the scope of this proposal. A contact name, phone number and email will be required.

Reference #1 – SFA Name

***Current Customer**

Reference Contact

Phone
Email

Reference #2 – SFA Name

***Current Customer**

Reference Contact

Phone

Email

Reference #3 – SFA Name

***Customer Lost in 2016, 2017 or 2018**

Reference Contact

Phone

Email

Reference #4 – SFA Name

***Customer Gained in 2016, 2017 or 2018**

Reference Contact

Phone

Email

RFP 20.4 - Pricing Schedule - Fixed Fee

Name of Responding Vendor:

*Note, this workbook includes multiple, REQUIRED worksheets.

REQUIRED WORKSHEET

CATEGORIES		Fixed Fee
MARKET BASKET	BEVERAGES	
	DAIRY	
	DISPOSABLES	
	DRY CANNED GROCERY	
	FRESH PROTEIN	
	REFRIGERATED & FROZEN	
	PRODUCE	
OTHER CATEGORIES		Fixed Fee
NON - MARKET BASKET		

RFP 20.4 - Pricing Schedule - BEVERAGES

Name of Responding Vendor:

*Note, this workbook includes multiple, REQUIRED worksheets.

INSTRUCTIONS

- 1 Review requested products below; estimated quantity volumes are provided by the SFA.
- 2 Vendor must complete columns F through N and column T. Column O "Landed Cost" will auto-calculate based on the numbers entered in columns L through N.
- 3 The fixed fee entered on the "Fixed Fee" worksheet tab will auto-populate in their respective columns. This will then auto-calculate the landed cost, plus fixed fee, resulting in the net member price (i.e. what the SFA will pay for the item).
- 4 The extended net cost is the quantity estimated for that line item, times the net member price. This will auto-calculate.
- 5 Vendor must state how long pricing will be held in column T (i.e. weekly, monthly, quarterly, semi-annually, annually).

REQUIRED WORKSHEET

SFA PROVIDED SPECIFICATIONS					Proposed by Vendor - complete columns F - N, and T														
Item	Description	Brand Name / Manufacturer - or equal	Pack	Size	Manufacturer	Manufacturer #	Vendor Item #	Item Description	Pack	Size	Vendor Invoiced Price	(+) In-bound Freight	(-) Manufacturer Allowance	(=) Landed Cost	Estimated QTY.	Fixed Fee	Net Member Delivered Price	Extended Price	Prices Good Thru
1	Beverages. 100% juice, gable top or foil top acceptable, must be drinkable without straw, frozen, 4 fl oz., 1 portion equals 1/2 cup fruit serving, layer pack. APPLE	SUN CUP, or equal	72	4Z										\$0.00	295	\$0.00	FALSE	FALSE	
2	Beverages. 100% juice, gable top or foil top acceptable, must be drinkable without straw, frozen, 4 fl oz., 1 portion equals 1/2 cup fruit serving, layer pack. GRAPE	SUN CUP, or equal	72	4Z										\$0.00	248	\$0.00	FALSE	FALSE	
3	Beverages. 100% juice, gable top or foil top acceptable, must be drinkable without straw, frozen, 4 fl oz., 1 portion equals 1/2 cup fruit serving, layer pack. ORANGE	SUN CUP, or equal	72	4Z										\$0.00	151	\$0.00	FALSE	FALSE	
4	Beverages. 100% juice, shelf stable, 8oz can, carbonated, calories not to exceed 110 per serving, serving to provide 1 cup fruit. SPARKLING FRUIT PUNCH	ENVY FOODS, or equal	24	8Z										\$0.00	24	\$0.00	FALSE	FALSE	
5	Beverages. 100% juice, shelf stable, 8oz can, carbonated, calories not to exceed 110 per serving, serving to provide 1 cup fruit. SPARKLING STRAWBERRY KIWI	ENVY FOODS, or equal	24	8Z										\$0.00	32	\$0.00	FALSE	FALSE	
6	Beverages. 100% juice, shelf stable, 8oz can, carbonated, calories not to exceed 110 per serving, serving to provide 1 cup fruit. SPARKLING APPLE	ENVY FOODS, or equal	24	8Z										\$0.00	24	\$0.00	FALSE	FALSE	
7	Beverages. 100% juice, shelf stable, 8oz can, carbonated, calories not to exceed 110 per serving, serving to provide 1 cup fruit. ACAI BERRY	ENVY FOODS, or equal	24	8Z										\$0.00	31	\$0.00	FALSE	FALSE	
MARKET BASKET TOTAL																			
														COUNT	0	805	\$0.00	\$0.00	
														PERCENTAGE	0%				

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RFP 20.4 - Pricing Schedule - DAIRY

Name of Responding Vendor:

*Note, this workbook includes multiple, REQUIRED worksheets.

INSTRUCTIONS

- 1 Review requested products below; estimated quantity volumes are provided by the SFA.
- 2 Vendor must complete columns F through N and column T. Column O "Landed Cost" will auto-calculate based on the numbers entered in columns I through N.
- 3 The fixed fee entered on the "Fixed Fee" worksheet tab will auto-populate in their respective columns. This will then auto-calculate the landed cost, plus fixed fee, resulting in the net member price (i.e. what the SFA will pay for the item).
- 4 The extended net cost is the quantity estimated for that line item, times the net member price. This will auto-calculate.
- 5 Vendor must state how long pricing will be held in column T (i.e. weekly, monthly, quarterly, semi-annually, annually).

REQUIRED WORKSHEET

SFA PROVIDED SPECIFICATIONS				Proposed by Vendor - complete columns F - N, and T															
Item	Description	Brand Name / Manufacturer - or equal	Pack	Size	Manufacturer	Manufacturer #	Vendor Item #	Item Description	Pack	Size	Vendor Invoiced Price	(+) In-bound Freight	(-) Manufacturer Allowance	(=) Landed Cost	Estimated QTY.	Fixed Fee	Net Member Delivered Price	Extended Price	Prices Good Thru
1	Dairy. Butter, US grade AA, no trans fat, gluten free, unsalted, solid.		36	1#										\$0.00	7	\$0.00	FALSE	FALSE	
2	Dairy. Cheese, American, feathered, shredded. No added trans fat.		4	5#										\$0.00	7	\$0.00	FALSE	FALSE	
3	Dairy. Cheese, parmesan, grated, refrigerated. No added trans fat.		4	5#										\$0.00	7	\$0.00	FALSE	FALSE	
4	Dairy. Cheese, string, mozzarella, 1z, individually wrapped, bulk, 100 calories or less per serving.		168	1Z										\$0.00	17	\$0.00	FALSE	FALSE	
5	Dairy. Cheese, Swiss American, sliced. 1 oz. serving = 2 slices (28 gms); no more than 5 grams fat and 300 mg sodium per serving. No added trans fat, 120 count.		4	5#										\$0.00	38	\$0.00	FALSE	FALSE	
6	Dairy. Cottage Cheese, small curd, 1% fat from milk, kosher, gluten free, refrigerated, no trans fat, calories not to exceed 110 g per serving.		2	5#										\$0.00	2	\$0.00	FALSE	FALSE	
7	Dairy. Eggs, fresh, size equal at a minimum of 1M/MA to 2 M/MA. Refrigerated, no more than 15 dozen per case. Certified US grade AA large, white, loose.		15	DZ										\$0.00	11	\$0.00	FALSE	FALSE	
8	Dairy. Eggs, liquid, pasteurized, cage free, kosher, refrigerated. *NOI	*Must be NOI item	15	2#										\$0.00	10	\$0.00	FALSE	FALSE	
9	Dairy. Half and Half, fat free, no trans fat, sodium not to exceed 50 mg, calories not to exceed 30 g per serving.		12	1 QT										\$0.00	12	\$0.00	FALSE	FALSE	
10	Dairy. Margarine, US grade A or better, no trans fat, gluten free, bleached. EURO		36	1#										\$0.00	6	\$0.00	FALSE	FALSE	
11	Dairy. Milk substitute, soy based, dairy free, shelf stable. No trans fat, calories to be less than 140 and fat to be less than 4g. 8 oz equals 1 serving. CHOCOLATE		18	.5 PT										\$0.00	19	\$0.00	FALSE	FALSE	
12	Dairy. Milk substitute, soy based, dairy free, shelf stable. No trans fat, calories to be less than 140 and fat to be less than 4g. 8 oz equals 1 serving. VANILLA		18	.5 PT										\$0.00	18	\$0.00	FALSE	FALSE	
13	Dairy. Milk, buttermilk, cultured lowfat, 1% milkfat, grade A, refrigerated.		9	.5 GA										\$0.00	14	\$0.00	FALSE	FALSE	
14	Dairy. Sour cream, individual portion pouch, fat free, no trans fat, kosher, gluten free, sodium not to exceed 40 mg per 1oz serving.		100	1Z										\$0.00	25	\$0.00	FALSE	FALSE	
15	Dairy. Sour cream. Bulk, no trans fat, kosher, gluten free, sodium not to exceed 60 mg per serving, fat not to exceed 6 g per serving.		2	5#										\$0.00	22	\$0.00	FALSE	FALSE	
16	Dairy. Yogurt, 4 oz., each 4 oz. container must equal 1 M/MA, low fat, reduced sugar, no artificial coloring, no added trans fat, no artificial flavoring, individual container (must be loose, no need to snap apart), layer packed, refrigerated shelf life minimum of 25 days, gluten free, kosher. TRIPLE CHERRY	YOPLAIT TRIX, or equal	48	4Z										\$0.00	7	\$0.00	FALSE	FALSE	
17	Dairy. Yogurt, 4oz each 4 oz. container must equal 1 M/MA, low fat, reduced sugar, no artificial coloring, no added trans fat, no artificial colors or high fructose corn syrup, individual container (must be loose), layered, refrigerated shelf life minimum of 25 days, gluten free, kosher. RASPBERRY RAINBOW TRIX	YOPLAIT TRIX, or equal	48	4Z										\$0.00	2	\$0.00	FALSE	FALSE	
18	Dairy. Yogurt, 4oz each 4 oz. container must equal 1 M/MA, low fat, reduced sugar, no artificial coloring, no added trans fat, no artificial colors or high fructose corn syrup, individual container (must be loose), layered, refrigerated shelf life minimum of 25 days, gluten free, kosher. STRAWBERRY BANANA TRIX	YOPLAIT TRIX, or equal	48	4Z										\$0.00	44	\$0.00	FALSE	FALSE	
19	Dairy. Yogurt, bulk, low fat, gluten free, no artificial coloring, no added trans fat, no artificial flavoring, refrigerated shelf life minimum of 25 days, kosher, packaged in pourable bag. STRAWBERRY	YOPLAIT PARFAIT, or equal	6	4#										\$0.00	39	\$0.00	FALSE	FALSE	
20	Dairy. Yogurt, bulk, low fat, gluten free, no artificial coloring, no added trans fat, no artificial flavoring, refrigerated shelf life minimum of 25 days, kosher, packaged in pourable bag. VANILLA	YOPLAIT PARFAIT, or equal	6	4#										\$0.00	37	\$0.00	FALSE	FALSE	
21	Dairy. Yogurt, greek, 4oz, each 4oz container must e 1 M/MA, non fat, reduced sugar, no artificial coloring, no trans fat, no artificial flavoring, individual container (must be loose, no need to snap apart), layer packed, refrigerated shelf life minimum of 25 days, gluten free, kosher. BLUEBERRY	CHOBANI, or equal	12	4Z										\$0.00	26	\$0.00	FALSE	FALSE	
22	Dairy. Yogurt, greek, plain, bulk, no artificial coloring, no added trans fat, no artificial flavoring, refrigerated shelf life minimum of 25 days, gluten free, kosher. PLAIN		6	32Z										\$0.00	7	\$0.00	FALSE	FALSE	
BASKET TOTAL														COUNT	0	377	\$0.00	\$0.00	
														PERCENTAGE	0%				

RFP 20.4 - Pricing Schedule - DISPOSABLES

Name of Responding Vendor:

*Note, this workbook includes multiple, REQUIRED worksheets.

INSTRUCTIONS

- 1 Review requested products below; estimated quantity volumes are provided by the SFA.
- 2 Vendor must complete columns F through N and column T. Column O "Landed Cost" will auto-calculate based on the numbers entered in columns I through N.
- 3 The fixed fee entered on the "Fixed Fee" worksheet tab will auto-populate in their respective columns. This will then auto-calculate the landed cost, plus fixed fee, resulting in the net member price (i.e. what the SFA will pay for the item).
- 4 The extended net cost is the quantity estimated for that line item, times the net member price. This will auto-calculate.
- 5 Vendor must state how long pricing will be held in column T (i.e. weekly, monthly, quarterly, semi-annually, annually).

REQUIRED WORKSHEET

SFA PROVIDED SPECIFICATIONS				Proposed by Vendor - complete columns F - N, and T															
Item	Description	Brand Name / Manufacturer - or equal	Pack	Size	Manufacturer	Manufacturer #	Vendor Item #	Item Description	Pack	Size	Vendor Invoiced Price	(+) In-bound Freight	(-) Manufacturer Allowance	(=) Landed Cost	Estimated QTY.	Fixed Fee	Net Member Delivered Price	Extended Price	Prices Good Thru
1	Bag, poly, storage, high density, zip track closure, food safe, BPA free, 5.6 x 5.5.		1	2000CT										\$0.00	10	\$0.00	FALSE	FALSE	
2	Bag, poly, storage, high density, zip track closure, food safe, BPA free, 6.5 x 7.		1	2000CT										\$0.00	3	\$0.00	FALSE	FALSE	
3	Container, foam (ps-foam), 3 compartment, large, 9x9, hinged lid. WHITE		1	150CT										\$0.00	23	\$0.00	FALSE	FALSE	
4	Cup, soufflé, paper, pleated, white, 12 portion.		20	250CT										\$0.00	5	\$0.00	FALSE	FALSE	
5	Cup, soufflé, paper, pleated, white, 22 portion.		20	250CT										\$0.00	10	\$0.00	FALSE	FALSE	
6	Cup, soufflé, paper, pleated, white, 42 portion.		20	250CT										\$0.00	9	\$0.00	FALSE	FALSE	
7	Cup, soufflé, plastic, 5.5Z portion. TRANSLUCENT		10	250CT										\$0.00	31	\$0.00	FALSE	FALSE	
8	Glove, vinyl, powder free, latex free, natural color. EXTRA LARGE		10	100CT										\$0.00	11	\$0.00	FALSE	FALSE	
9	Glove, vinyl, powder free, latex free, natural color. LARGE		10	100CT										\$0.00	5	\$0.00	FALSE	FALSE	
10	Glove, vinyl, powder free, latex free, natural color. MEDIUM		10	100CT										\$0.00	21	\$0.00	FALSE	FALSE	
11	Glove, vinyl, powder free, latex free, natural color. SMALL		10	100CT										\$0.00	5	\$0.00	FALSE	FALSE	
12	Pan liner, grease resistant, parchment paper, high heat sustainable, can be used multiple times before disposal, 24#, 16x24, for use in commercial baking pans for bakery related items.		1	1000CT										\$0.00	6	\$0.00	FALSE	FALSE	
13	Bag, bun pan cover, high density plastic (6 mil), clear, FDA compliant for food applications, 27x37".		1	200CT										\$0.00	4	\$0.00	FALSE	FALSE	
14	Container, foam, insulated for hot or cold, 8Z, squat. WHITE		20	25CT										\$0.00	39	\$0.00	FALSE	FALSE	
15	Container, plastic, 1 compartment, 6 x 6. CLEAR/SG		1	500CT										\$0.00	5	\$0.00	FALSE	FALSE	
16	Container, plastic, 1 compartment, 8 x 8. CLEAR/SG		1	200CT										\$0.00	12	\$0.00	FALSE	FALSE	
17	Lid, flat, to fit 1.5-2Z portion cup, PET plastic. CLEAR		24	100CT										\$0.00	3	\$0.00	FALSE	FALSE	
18	Lid, flat, to fit 3.25-4Z portion cup, PET plastic. CLEAR		20	120CT										\$0.00	3	\$0.00	FALSE	FALSE	
19	Lid, flat, to fit 5.5Z portion cup, polypropylene material. CLEAR		25	100CT										\$0.00	25	\$0.00	FALSE	FALSE	
20	Lid, VTD, to fit 8-16Z bowl, plastic, translucent.		10	100CT										\$0.00	6	\$0.00	FALSE	FALSE	
21	Liner, 56 gallon, low density, black, 1.3 mil, 46x50. BLACK		1	100CT										\$0.00	12	\$0.00	FALSE	FALSE	
22	Liner, 60 gallon, low density, black, 1.5 mil, 38x58. BLACK		1	100CT										\$0.00	26	\$0.00	FALSE	FALSE	
23	Napkin, full fold, interlocking design, 6.5 x 5 when folded, 1-ply. WHITE		24	250CT										\$0.00	6	\$0.00	FALSE	FALSE	
24	Napkin, low fold, interlocking design, 12x7, 1-ply. WHITE		32	250CT										\$0.00	10	\$0.00	FALSE	FALSE	
25	Pan liner, nylon, high heat, deep, full steam pan, 34X18.		1	50CT										\$0.00	13	\$0.00	FALSE	FALSE	
26	Tray, paper, clay/poly coated board, moisture and grease resistan. 3 LB CAPACITY.		2	250CT										\$0.00	94	\$0.00	FALSE	FALSE	
27	Tray, paper, one-piece SBS parperboard, grease resistant barrier, to serve hot and cold food, red check pattern. .5 LB CAPACITY.		4	250CT										\$0.00	13	\$0.00	FALSE	FALSE	
28	Tray, paper, one-piece SBS parperboard, grease resistant barrier, to serve hot and cold food, red check pattern. 1 LB CAPACITY.		4	250CT										\$0.00	5	\$0.00	FALSE	FALSE	
29	Tray, paper, one-piece SBS parperboard, grease resistant barrier, to serve hot and cold food, red check pattern. 2 LB CAPACITY.		4	250CT										\$0.00	3	\$0.00	FALSE	FALSE	
30	Utensils, fork, medium weight, poly plastic, bulk, stacked/dense packed, WHITE.		1	1000CT										\$0.00	74	\$0.00	FALSE	FALSE	
31	Utensils, spoon, medium weight, poly plastic, bulk, stacked/dense packed, WHITE.		1	1000CT										\$0.00	118	\$0.00	FALSE	FALSE	
MARKET BASKET TOTAL														COUNT	0	610	\$0.00	\$0.00	
														PERCENTAGE	0%				

RFP 20.4 - Pricing Schedule - DRY, CANNED GROCERY

Name of Responding Vendor:

*Note, this workbook includes multiple, REQUIRED worksheets.

INSTRUCTIONS

- 1 Review requested products below; estimated quantity volumes are provided by the SFA.
- 2 Vendor must complete columns F through N and column T. Column O "Landed Cost" will auto-calculate based on the numbers entered in columns L through N.
- 3 The fixed fee entered on the "Fixed Fee" worksheet tab will auto-populate in their respective columns. This will then auto-calculate the landed cost, plus fixed fee, resulting in the net member price (i.e. what the SFA will pay for the item).
- 4 The extended net cost is the quantity estimated for that line item, times the net member price. This will auto-calculate.
- 5 Vendor must state how long pricing will be held in column T (i.e. weekly, monthly, quarterly, semi-annually, annually).

REQUIRED WORKSHEET

SFA PROVIDED SPECIFICATIONS					Proposed by Vendor - complete columns F - N, and T														
Item	Description	Brand Name / Manufacturer - or equal	Pack	Size	Manufacturer	Manufacturer #	Vendor Item #	Item Description	Pack	Size	Vendor Invoiced Price	(+) In-bound Freight	(-) Manufacturer Allowance	(=) Landed Cost	Estimated QTY.	Fixed Fee	Net Member Delivered Price	Extended Price	Prices Good Thru
1	Applesauce. Unsweetened, canned, fancy, in juice.		6	#10										\$0.00	43	\$0.00	FALSE	FALSE	
2	Base. Chicken, meat first, gravy starter, low sodium, gluten free, shelf stable.		6	1#										\$0.00	3	\$0.00	FALSE	FALSE	
3	Beans. Baked Beans, prepared, canned, seasoned with brown sugar, gluten free, no added trans fat, sodium not to exceed 600 mg per 1/2 c. serving.	BUSH'S BEST, or equal	6	#10										\$0.00	16	\$0.00	FALSE	FALSE	
4	Beans. Garbanzo, fancy, in brine, natural flavors. No trans fat, no added MSG.		6	#10										\$0.00	5	\$0.00	FALSE	FALSE	
5	Beans. Green, cut, 4 sieve, verigreen. Serving to provide 1/2 vegetable. US grade B or higher.		6	#10										\$0.00	48	\$0.00	FALSE	FALSE	
6	Beans. Kidney, dark red, in brine, no trans fat, no added MSG.		6	#10										\$0.00	3	\$0.00	FALSE	FALSE	
7	Beans. Refried, US grade A whole pinto bean, dehydrated, no trans fat added, gluten free.		6	#10										\$0.00	5	\$0.00	FALSE	FALSE	
8	Broth. Chicken, condensed, no trans fat, no added MSG, shelf stable.		12	49.5Z										\$0.00	30	\$0.00	FALSE	FALSE	
9	Cereal. Bowl pack, 1 OEG, 51% or > whole grains by weight or have whole grains as the first ingredient, reduced sugar. CINNAMON TOAST CRUNCH		96	BOWL										\$0.00	29	\$0.00	FALSE	FALSE	
10	Cereal. Bowl pack, 1 OEG, 51% or > whole grains by weight or have whole grains as the first ingredient, reduced sugar. COCOA PUFFS		96	BOWL										\$0.00	25	\$0.00	FALSE	FALSE	
11	Cereal. Bowl pack, 1 OEG, 51% or > whole grains by weight or have whole grains as the first ingredient, reduced sugar. CORN FLAKES		96	BOWL										\$0.00	6	\$0.00	FALSE	FALSE	
12	Cereal. Bowl pack, 1 OEG, 51% or > whole grains by weight or have whole grains as the first ingredient, reduced sugar. FRUIT LOOPS		96	BOWL										\$0.00	4	\$0.00	FALSE	FALSE	
13	Cereal. Bowl pack, 1 OEG, 51% or > whole grains by weight or have whole grains as the first ingredient, reduced sugar. TRIX		96	BOWL										\$0.00	15	\$0.00	FALSE	FALSE	
14	Cereal. Bowl pack, 1 OEG, 51% or > whole grains by weight or have whole grains as the first ingredient. HONEY NUT CHEERIOS		96	BOWL										\$0.00	3	\$0.00	FALSE	FALSE	
15	Cereal. Bowl pack, 1 OEG, 51% or > whole grains by weight or have whole grains as the first ingredient. LUCKY CHARMS		96	BOWL										\$0.00	60	\$0.00	FALSE	FALSE	
16	Cereal. Bowl pack, 1 OEG, 51% or > whole grains by weight or have whole grains as the first ingredient. REESE'S PUFFS		96	BOWL										\$0.00	11	\$0.00	FALSE	FALSE	
17	Cereal. Bowl pack, 1 OEG, 51% or > whole grains by weight or have whole grains as the first ingredient. RICE KRISPIES		96	BOWL										\$0.00	8	\$0.00	FALSE	FALSE	
18	Cereal. Bulk, granola, 1 OEG, 51% or > whole grains by weight or have whole grains as the first ingredient. OAT N HONEY		4	50Z										\$0.00	5	\$0.00	FALSE	FALSE	
19	Chip. Tortilla, 51% or > whole grains by weight or have whole grains as the first ingredient, shelf stable, gluten free. YELLOW UNSALTED		120	1Z										\$0.00	8	\$0.00	FALSE	FALSE	
20	Chips. Potato, baked, 1.125-1.25 oz., no added trans fat, gluten free, must be Smart Snack Compliant. BARBEQUE		64	1.12Z										\$0.00	21	\$0.00	FALSE	FALSE	
21	Chips. Potato, baked, 1.125-1.25 oz., no added trans fat, gluten free, must be Smart Snack Compliant. REGULAR		64	1.12Z										\$0.00	19	\$0.00	FALSE	FALSE	
22	Chips. Potato, baked, 1.125-1.25 oz., no added trans fat, gluten free, must be Smart Snack Compliant. SOUR CREAM AND ONION		64	1.12Z										\$0.00	104	\$0.00	FALSE	FALSE	
23	Chips. Tortilla, individually wrapped, 1 bag = 1-1.3 OEG. 51% or > whole grains by weight or have whole grains as the first ingredient, reduced fat, no added trans fat. Must be Smart Snack Compliant. COOL RANCH	DORITOS, or equal	72	1Z										\$0.00	24	\$0.00	FALSE	FALSE	
24	Chips. Tortilla, individually wrapped, 1 bag = 1-1.3 OEG. 51% or > whole grains by weight or have whole grains as the first ingredient, reduced fat, no added trans fat. Must be Smart Snack Compliant. NACHO CHEESE	DORITOS, or equal	72	1Z										\$0.00	62	\$0.00	FALSE	FALSE	
25	Chips. Whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, shelf stable. Must be Smart Snack Compliant. CHEETOS BAKED		104	.88Z										\$0.00	21	\$0.00	FALSE	FALSE	
26	Chips. Whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, shelf stable. Must be Smart Snack Compliant. CHEETOS BAKED HOT WING		104	.88Z										\$0.00	14	\$0.00	FALSE	FALSE	
27	Chips. Whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, shelf stable. Must be Smart Snack Compliant. CHEETOS PUFF FLAMING HOT		72	.7Z										\$0.00	7	\$0.00	FALSE	FALSE	
28	Corn. Whole kernel, white or golden in color, US grade B or higher, uniform in shape and color, in liquid packing medium. Presence of husk, silk, pieces of cob shall not more than slightly detract from the appearance of the product. Shelf stable		6	#10										\$0.00	45	\$0.00	FALSE	FALSE	
29	Cracker. Individual portion/pack. FORTUNE COOKIE		1	7#										\$0.00	5	\$0.00	FALSE	FALSE	
30	Cracker. Individual portion/packs, 2 square crackers per packet, bulk in box, 51% or > whole grains by weight or have whole grains as the first ingredient. SALTINE		500	2CT										\$0.00	6	\$0.00	FALSE	FALSE	
31	Cracker. Individual portion/packs, animal shaped, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient. Must be Smart Snack Compliant. ANIMAL CRACKER		150	1Z										\$0.00	10	\$0.00	FALSE	FALSE	

32	Cracker. Individual portion/packs, animal shaped, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient. Must be Smart Snack Compliant. CHEEZ-IT		175	.75Z											\$0.00	17	\$0.00	FALSE	FALSE
33	Cracker. Individual portion/packs, cheddar, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient. Must be Smart Snack Compliant. GOLDFISH		300	.75Z											\$0.00	20	\$0.00	FALSE	FALSE
34	Cracker. Individual portion/packs, cheddar, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient. Must be Smart Snack Compliant. HONEY GRAHAM SQUARE		200	2CT											\$0.00	11	\$0.00	FALSE	FALSE
35	Cracker. Individual portion/packs, cinnamon graham, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient. Must be Smart Snack Compliant. CINNAMON BEARS		150	.75Z											\$0.00	35	\$0.00	FALSE	FALSE
36	Cracker. Individual portion/packs, cinnamon graham, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient. Must be Smart Snack Compliant. CINNAMON BUGS		210	1Z											\$0.00	9	\$0.00	FALSE	FALSE
37	Dressing. Buttermilk, no trans fat, fat not to exceed 14 g per serving, sodium not to exceed 300 mg per serving. RANCH		4	1GA											\$0.00	2	\$0.00	FALSE	FALSE
38	Dressing. Individual portion pouch, creamy, shelf stable, fate free, no added MSG. RANCH		200	.43Z											\$0.00	5	\$0.00	FALSE	FALSE
39	Dressing, shelf stable, plastic jug, reduced fat. RANCH		4	1GA											\$0.00	6	\$0.00	FALSE	FALSE
40	Dressing. Individual portion pouch, shelf stable, reduced fat. RANCH		60	1.5Z											\$0.00	2	\$0.00	FALSE	FALSE
41	Dressing. Individual portion pouch, shelf stable. CREAMY CEASAR		60	1.5Z											\$0.00	15	\$0.00	FALSE	FALSE
42	Dressing. Mayonnaise. Creamy, white in color, .44oz, reduced fat, shelf stable.	MIRACLE WHIP, or equal	200	.44Z											\$0.00	10	\$0.00	FALSE	FALSE
43	Dressing. Mayonnaise. Creamy, white in color, reduced fat, shelf stable, plastic jug.		4	1GA											\$0.00	13	\$0.00	FALSE	FALSE
44	Flour. All purpose, enriched, hotel and restaurant, 25# bag.		1	25#											\$0.00	5	\$0.00	FALSE	FALSE
45	Fruit. US grade B or higher for the peaches, pears, pineapple, cherries and/or grapes, diced, packed in juice or light syrup. FRUIT SALAD		6	#10											\$0.00	18	\$0.00	FALSE	FALSE
46	Fruit. US grade B or higher, diced, packed in juice. Serving to provide 1/2 cup fruit. FRUIT COCKTAIL		6	#10											\$0.00	17	\$0.00	FALSE	FALSE
47	Gravy. Dry mix, no added MSG, no trans fat, sodium not to exceed 320 mg per serving, shelf stable. TURKEY		6	11.3Z											\$0.00	7	\$0.00	FALSE	FALSE
48	Honey. Individual/portion cup, shelf stable, kosher.		200	.5Z											\$0.00	5	\$0.00	FALSE	FALSE
49	Jelly. Assorted #1, must conform to CID A-A-20078D, US grade A, individual portion size. Type IV - nonstandardized, variety. GRP/MIX FRT/STRWBRY		200	.5Z											\$0.00	40	\$0.00	FALSE	FALSE
50	Ketchup. 114 oz., pouch, sodium not to exceed 60mg per 17gm, shelf stable, gluten free.	HEINZ, or equal	6	114Z											\$0.00	69	\$0.00	FALSE	FALSE
51	Ketchup. 9 gram packet, sodium not to exceed 45mg per 9gm packet, gluten free, shelf stable prior to opening.	HEINZ, or equal	200	9GM											\$0.00	1	\$0.00	FALSE	FALSE
52	Marshmallow. Mini, jet puffed, fat free.		12	1#											\$0.00	7	\$0.00	FALSE	FALSE
53	Mix. Dry mix, corn, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, bulk. CORN BREAD		6	#5											\$0.00	2	\$0.00	FALSE	FALSE
54	Muffin, english, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, fully sliced, thaw and serve or shelf stable, serving to provide 2 OEG. ENGLISH MUFFIN		72	2Z											\$0.00	10	\$0.00	FALSE	FALSE
55	Mustard. Individual packet, yellow/gold in color, shelf stable.		500	5.5G											\$0.00	4	\$0.00	FALSE	FALSE
56	Mustard. Plastic jug, yellow/gold in color, shelf stable.		4	1GA											\$0.00	3	\$0.00	FALSE	FALSE
57	Noodle. 1/2" extra wide. Shelf stable, dry, length to be between 1.25"-1.75", not to exceed .5" wide. EGG NOODLE		2	5#											\$0.00	5	\$0.00	FALSE	FALSE
58	Olives. Sliced, US grade A, less than 10% broken, kosher. BLACK		6	#10											\$0.00	3	\$0.00	FALSE	FALSE
59	Oranges. Whole segment, in juice or light syrup. MANDARIN		6	#10											\$0.00	59	\$0.00	FALSE	FALSE
60	Pan Spray. Heat resistant, no trans fat, aerosol, all natural, allergen free, canola oil.		6	17Z											\$0.00	7	\$0.00	FALSE	FALSE
61	Pasta. Noodle, 51% or > whole grains by weight or have whole grains as the first ingredient, amber in color, 10" kosher, shelf stable. SPAGHETTI		2	10#											\$0.00	14	\$0.00	FALSE	FALSE
62	Pasta. Noodle, 51% or > whole grains by weight or have whole grains as the first ingredient, amber in color, kosher, shelf stable. ROTINI		2	10#											\$0.00	6	\$0.00	FALSE	FALSE
63	Pasta. Noodle, 51% or > whole grains by weight or have whole grains as the first ingredient, small, heavy wall, amber in color, kosher, shelf stable. ELBOW MACARONI		2	10#											\$0.00	6	\$0.00	FALSE	FALSE
64	Peach. Diced (3/8" to 1/2"), US grade B or higher, yellow, peeled, in juice. Serving to provide 1/2 cup fruit.		6	10#											\$0.00	37	\$0.00	FALSE	FALSE
65	Peanut Butter. Creamy, smooth, individual portion control cup, 90% of peanuts in final product, no trans fat, gluten free, kosher, shelf stable.		200	5-.75Z											\$0.00	31	\$0.00	FALSE	FALSE
66	Pear. Diced, US grade A, Bartlett, peeled, packed in natural juices.		6	#10											\$0.00	26	\$0.00	FALSE	FALSE
67	Pepper. Banana, mild, bright yellow, crinkle cut 5/16", in brine.		4	1GA											\$0.00	8	\$0.00	FALSE	FALSE
68	Pickle. Dill, crinkle cut, chip shape, 2000/2500 count, kosher, shelf stable.		1	5GA											\$0.00	47	\$0.00	FALSE	FALSE
69	Pineapple. Tidbits, meets US Grade B or better, packed in juice. No. 10 can must have a minimum drained weight of 63.6 oz. for juice packed.		6	#10											\$0.00	30	\$0.00	FALSE	FALSE
70	Popcorn. Snack, individually packed. Must be Smart Snack Compliant. KETTLE STYLE	VIC'S, or equal	90	1Z											\$0.00	4	\$0.00	FALSE	FALSE
71	Popcorn. Snack, individually packed. Must be Smart Snack Compliant. WHITE CHEDDAR CHEESE	SMART FOOD, or equal	72	0.5Z											\$0.00	9	\$0.00	FALSE	FALSE
72	Potatoes. Mashed, dehydrated, no gluten containing ingredients, no added trans fat, low sodium, sodium not to exceed 325 mg per 1/2 c. serving, one step prep, add water and stir, box or bag, no cans, dry, shelf stable, gluten free.	IDAHOAN, or equal	12	26Z											\$0.00	11	\$0.00	FALSE	FALSE

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RFP 20.4 - Pricing Schedule - REFRIGERATED & FROZEN

Name of Responding Vendor:

*Note, this workbook includes multiple, REQUIRED worksheets.

INSTRUCTIONS

- 1 Review requested products below; estimated quantity volumes are provided by the SFA.
- 2 Vendor must complete columns F through N and column T. Column O "Landed Cost" will auto-calculate based on the numbers entered in columns L through N.
- 3 The fixed fee entered on the "Fixed Fee" worksheet tab will auto-populate in their respective columns. This will then auto-calculate the landed cost, plus fixed fee, resulting in the net member price (i.e. what the SFA will pay for the item).
- 4 The extended net cost is the quantity estimated for that line item, times the net member price. This will auto-calculate.
- 5 Vendor must state how long pricing will be held in column T (i.e. weekly, monthly, quarterly, semi-annually, annually).

REQUIRED WORKSHEET

SFA PROVIDED SPECIFICATIONS					Proposed by Vendor - complete columns F - N, and T														
Item	Description	Brand Name / Manufacturer - or equal	Pack	Size	Manufacturer	Manufacturer #	Vendor Item #	Item Description	Pack	Size	Vendor Invoiced Price	(+) In-bound Freight	(-) Manufacturer Allowance	(=) Landed Cost	Estimated QTY.	Fixed Fee	Net Member Delivered Price	Extended Price	Prices Good Thru
1	Bagel, mini, whole wheat, crème cheese filled, individually wrapped, no trans fat. CINNAMON	PILLSBURY	72	2.43Z										\$0.00	12	\$0.00	FALSE	FALSE	
2	Bagel, mini, whole wheat, crème cheese filled, individually wrapped, no trans fat. STRAWBERRY.	PILLSBURY	72	2.43Z										\$0.00	16	\$0.00	FALSE	FALSE	
3	Bagel, sliced, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, must provide minimum of 1/2 OEG. PLAIN		72	2Z										\$0.00	13	\$0.00	FALSE	FALSE	
4	Beef, patty, fully cooked, lightly seasoned, char marks, gluten free, no trans fat. Serving to provide 2 M/MA, CN labeled. BEEF PATTY	ADVANCE, or equal	114	2.01Z										\$0.00	42	\$0.00	FALSE	FALSE	
5	Biscuit, buttermilk, sliced, pre-baked, frozen, thaw and serve ability, 51% or > whole grains by weight or have whole grains as the first ingredient, 1pc = 1 OEG, 0 trans fat, Sodium not to exceed 600 mg calories not to exceed 110, must be oven able.		168	2Z										\$0.00	16	\$0.00	FALSE	FALSE	
6	Blueberry, Wild, domestic, US grade A, no stems, IQF.		2	5#										\$0.00	2	\$0.00	FALSE	FALSE	
7	Breadstick, elongated in shape, par-baked, 5", whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, no trans fat, bulk packaged. PLAIN		144	1Z										\$0.00	23	\$0.00	FALSE	FALSE	
8	Breadstick, stuffed with mozzarella, elongated in shape, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, reduced fat, no trans fat, bulk packaged, serving to provide a minimum of 1 M/MA and 1 OEG, CN labeled. *NOI	BOSCOS, or equal *Must be NOI item	144	2.04Z										\$0.00	62	\$0.00	FALSE	FALSE	
9	Breadstick, stuffed with pepperoni and mozzarella cheese, elongated in shape, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, reduced fat, no trans fat, bulk packaged, serving to provide a minimum of 2 M/MA and 2 OEG, CN labeled.		1	72CT										\$0.00	93	\$0.00	FALSE	FALSE	
10	Broccoli, IQF, meets US grade A, blanched, no more than 10% allowance from off sized pieces.		1	20#										\$0.00	30	\$0.00	FALSE	FALSE	
11	Carrots, coin cut, US grade A, medium 5/16", blanched IQF. Pack not to exceed 20#.		1	20#										\$0.00	4	\$0.00	FALSE	FALSE	
12	Cheesestick, breaded containing pizza sauce, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, no trans fat, IQF, bulk packaged. PIZZA CHEESE STICK		8	3.12#										\$0.00	9	\$0.00	FALSE	FALSE	
13	Chicken, battered and glazed with mandarin orange sauce when complete. Chicken and glaze to be packed separately in case. No trans fat, no added MSG, no coloring or flavoring. Serving to provide 2 M/MA, CN labeled. MANDARIN CHICKEN		1	43.5#										\$0.00	61	\$0.00	FALSE	FALSE	
14	Chicken, boneless, skinless, 3z filet, fully cooked in natural breast shape, no trans fat, sodium not to exceed 240 mg per serving, IQF. Serving to provide 2.25 M/MA, CN labeled. BREAST FILET *NOI	TYSON, or equivalent *Must be NOI item.	2	5#										\$0.00	35	\$0.00	FALSE	FALSE	
15	Chicken, boneless, skinless, whole muscle breast strip, fully cooked, grill marks, no added trans fat, sodium not to exceed 450 mg per serving, serving must equal 2 M/MA & 1.0 - 1.5 OEG, must be oven able. IQF, STRIPS		2	5#										\$0.00	13	\$0.00	FALSE	FALSE	
16	Chicken, circular in shape, fully cooked, breaded, 51% or > whole grain by weight or have whole grains as the first ingredient, no added trans fat, sodium not to exceed 430 mg. One patty must provide 2 M/MA, 1 OEG, must be oven able, IQF, CN labeled. PATTY	TYSON, or equivalent	100	3.1Z										\$0.00	49	\$0.00	FALSE	FALSE	
17	Chicken, fully cooked, white meat, lightly seasoned, no added trans fat, sodium not to exceed 150mg per serving. Serving must provide 2 M/MA, IQF. DICED		1	10#										\$0.00	10	\$0.00	FALSE	FALSE	
18	Chicken, fully cooked, breaded, .69z, 51% or > whole grain by weight or have whole grains as the first ingredient, no added trans fat, sodium not to exceed 320 mg. One serving provide 2 M/MA, 1 OEG, must be oven able, IQF, CN labeled. NUGGET		1	10.35#										\$0.00	80	\$0.00	FALSE	FALSE	
19	Chicken, popcorn shape, white and dark natural proportion, boneless, skinless, fully cooked, breaded, 51% or > whole grain by weight or have whole grains as the first ingredient, breaded, no added trans fat, sodium not to exceed 550 mg per serving, pieces per serving must equal 8-12, 1 serving must equal 2 M/MA & 1.0 - 1.5 OEG, must be oven able, IQF, CN labeled. POPCORN CHICKEN	TYSON, or equivalent	4	7.5#										\$0.00	28	\$0.00	FALSE	FALSE	
20	Chicken, strip, breaded, cooked, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, no trans fat, no added MSG, sodium not to exceed 425 mg per serving, IQF. Serving to provide 2 M/MA and .75 OEG, CN labeled. TENDER	TYSON, or equivalent	2	5#										\$0.00	62	\$0.00	FALSE	FALSE	
21	Coleslaw, shredded cabbage, carrots in a mayonaise dressing, refrigerated, used in salad bars. DELI FRESH	MRS GERRYS, or equal	2	11#										\$0.00	14	\$0.00	FALSE	FALSE	
22	Cookie, individually wrapped, pre-baked, IQF, made with whole grains, 51% or > whole grains by weight or have whole grains as the first ingredient, no trans fat. Must meet Smart Snack Requirements. CHOCOLATE CHIP W/ M&M	BEST MAID, or equal	48	1.75Z										\$0.00	25	\$0.00	FALSE	FALSE	
23	Cookie, individually wrapped, pre-baked, IQF, made with whole grains, 51% or > whole grains by weight or have whole grains as the first ingredient, no trans fat. Must meet Smart Snack Requirements. CHOCOLATE CHIP	BEST MAID, or equal	48	1.5Z										\$0.00	20	\$0.00	FALSE	FALSE	

53	Pasta, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, pre-cooked, no trans fat. Serving to provide 2 OEG. ROTINI WG	MARZETTI, or equal	6	3#								\$0.00	13	\$0.00	FALSE	FALSE
54	Pizza, breakfast, turkey bacon, egg and cheese, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, pre-sliced, no trans fat. No more than 215 calories and 10 g of fat per serving, sodium not to exceed 400 g per serving. Serving to provide 1 M/MA and 1.5 OEG, CN labeled. TURKEY BACON SCRAMBLE *NOI	TONY'S, or equal *Must be NOI item	128	2.95Z								\$0.00	22	\$0.00	FALSE	FALSE
55	Pizza, breakfast, turkey sausage and cheese, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, pre-sliced, no trans fat. No more than 200 calories and 10 g of fat per serving, sodium not to exceed 450 g per serving. Serving to provide 1 M/MA and 1.5 OEG, CN labeled. TURKEY SAUSAGE *NOI	TONY'S, or equal *Must be NOI item	128	3.31Z								\$0.00	26	\$0.00	FALSE	FALSE
56	Pizza, pepperoni. 4x6 sheeted, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, topped with tomato sauce and mozzarella cheese. No more than 300 calories per serving and 13 g of fat, sodium not to exceed 600 mg per serving. Serving to provide 2 M/MA, 2 OEG, and 1/8 cup red/orange vegetable. CN labeled. PEPPERONI 4X6	TONY'S, or equal *Must be NOI item	96	4.48Z								\$0.00	14	\$0.00	FALSE	FALSE
57	Pizza, turkey pepperoni, 4.5-4.8z wedge, stuffed and topped with part skim mozzarella on whole grain crust, 51% or > whole grains by weight or have whole grains as the first ingredient, reduced fat pepperoni, no trans fat. Serving to provide 2 M/MA, 2 OEG, and 1/8 cup red/orange vegetable, CN labeled. TURKEY PEPPERONI STUFFED WEDGE *NOI	THE MAX, or equal *Must be NOI item	72	4.8Z								\$0.00		\$0.00	FALSE	FALSE
58	Pizza, wedge, stuffed and topped with part skim mozzarella on whole grain crust, 51% or > whole grains by weight or have whole grains as the first ingredient, no trans fat. Serving to provide 2 M/MA, 2 OEG, and 1/8 cup red/orange vegetable, CN labeled. CHEESE STUFFED WEDGE *NOI	THE MAX, or equal *Must be NOI item	72	4.8Z								\$0.00	11	\$0.00	FALSE	FALSE
59	Pollock, frozen, preformed, fully cooked, must be oven able. Seasoned breading that is 51% or > whole grains by weight or have whole grains as the first ingredient. Serving must provide 2 M/MA, 1.5 OEG, CN labeled. POLLOCK FISH NUGGET		1	10#								\$0.00	25	\$0.00	FALSE	FALSE
60	Pork, patty, fully cooked, boneless, glazed with tangy barbeque sauce in a hoagie shape, gluten free. 2.5 - 3z serving. Sodium not to exceed 400 mg per serving, IQF. Serving to provide 2 M/MA, CN labeled. PORK PATTY W/BBQ		100	2.5Z								\$0.00	25	\$0.00	FALSE	FALSE
61	Potato, hash brown patty, 2z formed, US grade A, triangle shaped, no binders or fillers, no trans fat, IQF, gluten free, no allergens. Serving to provide 1/2 cup vegetable. HASHBROWN PATTY		6	5#								\$0.00	25	\$0.00	FALSE	FALSE
62	Potato, sweet, US grade A, 3/16 x 3/8" french fry, no binders or fillers, no trans fat, IQF, gluten free, no allergens. Serving to provide 1/2 cup vegetables. SWEET POTATO FF		5	3#								\$0.00	13	\$0.00	FALSE	FALSE
63	Potato, sweet, US grade A, tots/puffs, no trans fat, IQF, gluten free, no allergens. Serving to provide 1/2 cup vegetable. SWEET POTATO IOT		6	2.5#								\$0.00	51	\$0.00	FALSE	FALSE
64	Potato, sweet, US grade A, waffle cut, no trans fat, IQF, gluten free, no allergens. Serving to provide 1/2 cup vegetable. SWEET POTATO WAFFLE		3	5#								\$0.00	5	\$0.00	FALSE	FALSE
65	Potato, US grade A, 1/2" deep V crinkle cut, bakeable, no trans fat, lightly coated, IQF, gluten free, no allergens. Serving to provide 1/2 cup vegetable. FF 1/2" CC *NOI	MCCAIN, or equal *Must be NOI item	6	5#								\$0.00	29	\$0.00	FALSE	FALSE
66	Potato, US grade A, 3/8" smooth cut, bakeable, no trans fat, lightly coated, IQF, gluten free, no allergens. Serving to provide 1/2 cup vegetable. FF 3/8" SC		6	5#								\$0.00	9	\$0.00	FALSE	FALSE
67	Potato, US grade A, circular patty shaped with smiley face cutout, bakeable, no trans fat, IQF, gluten free, no allergens. Serving to provide 1/2 cup vegetable, CN labeled. POTATO SMILES	MCCAIN, or equal	6	4#								\$0.00	38	\$0.00	FALSE	FALSE
68	Potato, US grade A, circular patty shaped with emoticon cutout, bakeable, no trans fat, IQF, gluten free, no allergens. Serving to provide 1/2 cup vegetable, CN labeled. POTATO EMOTICONS *NOI	MCCAIN, or equal *Must be NOI item										\$0.00		\$0.00	FALSE	FALSE
69	Potato, US grade A, diced in uniformity, 5/8" cube, skin on, red, no trans fat, IQF, gluten free, no allergens. Serving to provide 1/2 cup vegetable. POTATO DICED		2	10#								\$0.00	21	\$0.00	FALSE	FALSE
70	Potato, US grade A, tots/puffs, bakeable, no trans fat, no binders or fillers, IQF, gluten free, no allergens. Serving to provide 1/2 cup vegetable. POTATO TOT/PUFF		6	5#								\$0.00	58	\$0.00	FALSE	FALSE
71	Potato, US grade A, wedge, 8 cut, skin on, lightly seasoned, frozen. Serving must provide 2 vegetable. POTATO WEDGE *NOI	MCCAIN, or equal *Must be NOI item	6	5#								\$0.00	10	\$0.00	FALSE	FALSE
72	Potato, US grade A, hashbrown, shredded, fancy, IQF, no binders or fillers, no trans fat, gluten free, no allergens. Serving to provide 1/2 cup vegetable. HASHBROWN		6	3#								\$0.00	3	\$0.00	FALSE	FALSE
73	Potato, salad, US grade A potatoes, diced, in salad dressing, mayonnaise, eggs and onions, refrigerated.	MRS GERRYS, or equal	2	12#								\$0.00	13	\$0.00	FALSE	FALSE
74	Pretzel bites, soft baked, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, no trans fat, IQF. PRETZEL BITES SOFT	SUPRPRETZEL, or equal	350	.4Z								\$0.00	30	\$0.00	FALSE	FALSE
75	Roll, dinner, whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, pre-baked, thaw and serve, unsliced, 2z. DINNER ROLL		180	1.2Z								\$0.00	121	\$0.00	FALSE	FALSE
76	Sandwich, peanut butter and grape jelly, enclosed in crustless pocket of wheat bread. Bread must be whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, no trans fat, individually wrapped for thaw and serve. Serving to provide 1 M/MA and 1 OEG. GRAPE	SMUCKERS, or equal	72	2.6Z								\$0.00	50	\$0.00	FALSE	FALSE
77	Sandwich, peanut butter and strawberry jelly, enclosed in crustless pocket of wheat bread. Bread must be whole grain, 51% or > whole grains by weight or have whole grains as the first ingredient, no trans fat, individually wrapped for thaw and serve. Serving to provide 1 M/MA and 1 OEG. STRAWBERRY	SMUCKERS, or equal	72	2.6Z								\$0.00	66	\$0.00	FALSE	FALSE
78	Sausage, fully cooked pork, sodium not to exceed 550 mg per serving, no trans fat, no added MSG, gluten free. SAUSAGE CRUMBLE	CLOVERDALE, or equal	2	5#								\$0.00	2	\$0.00	FALSE	FALSE

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79	Sausage, fully cooked turkey patty, round shaped, 2.25-2.75", 1.25Z, sodium not to exceed 320 mg per serving, fat not to exceed 6g per serving, no trans fat, no added MSG, gluten free. Serving to provide 1 M/MA, CN labeled. SAUSAGE TURKEY PATTY	1	10#									\$0.00	74	\$0.00	FALSE	FALSE				
80	Sausage, Italian, mild, ground sausage, sweet, no trans fat, no added MSG, gluten free. ITALIAN SAUSAGE	1	10#									\$0.00	6	\$0.00	FALSE	FALSE				
81	Sausage, link, pork, fully cooked, .8z, link to be no longer than 3.5", skinless, mild flavoring, sodium not to exceed 310 mg per serving, no trans fat, no added MSG, gluten free. Serving to provide .75 M/MA, CN labeled. SAUSAGE PORK LINK	1	10#									\$0.00	7	\$0.00	FALSE	FALSE				
82	Shrimp, small bites made with breaded whole grains, 51% or > whole grains by weight or have whole grains as the first ingredient, no trans fat, sodium not to exceed 500 mg per serving. SHRIMP POPPERS	5	2#									\$0.00	12	\$0.00	FALSE	FALSE				
83	Sorbet, made of 100% juice, no added sugar, gluten free, frozen juice cup, serving must meet 1/2 cup fruit. BLUE RASPBERRY SORBET	96	4.4Z									\$0.00	5	\$0.00	FALSE	FALSE				
84	Sorbet, made of 100% juice, no added sugar, gluten free, frozen juice cup, serving must meet 1/2 cup fruit. ORANGE SORBET	96	4.4Z									\$0.00	4	\$0.00	FALSE	FALSE				
85	Strawberry, 1/2" diced, US grade A, red, IQF. STRAWBERRY	2	5#									\$0.00	7	\$0.00	FALSE	FALSE				
86	Tortilla, 51% or > whole grains by weight or have whole grains as the first ingredient, trans fat 0 gms, sodium not to exceed 250 mg per serving, 1 shell equals 1.5 OZG, no lard, pressed, frozen. TORTILLA 8"	12	24CT									\$0.00	13	\$0.00	FALSE	FALSE				
87	Turkey. Ground, minimally processed, no added filler, preservatives and artificial ingredients. 90% lean, frozen, serving to provide 2 M/MA. GROUND TURKEY	4	5#									\$0.00	6	\$0.00	FALSE	FALSE				
MARKET BASKET TOTAL																				
												COUNT	0	2,221	\$0.00	\$0.00				
												PERCENTAGE	0%							

RFP 20.4 - Pricing Schedule - PRODUCE

Name of Responding Vendor:

*Note, this workbook includes multiple, REQUIRED worksheets.

INSTRUCTIONS

- 1 Review requested products below; estimated quantity volumes are provided by the SFA.
- 2 Vendor must complete columns F through N and column T. Column O "Landed Cost" will auto-calculate based on the numbers entered in columns L through N.
- 3 The fixed fee entered on the "Fixed Fee" worksheet tab will auto-populate in their respective columns. This will then auto-calculate the landed cost, plus fixed fee, resulting in the net member price (i.e. what the SFA will pay for the item).
- 4 The extended net cost is the quantity estimated for that line item, times the net member price. This will auto-calculate.
- 5 Vendor must state how long pricing will be held in column T (i.e. weekly, monthly, quarterly, semi-annually, annually).

REQUIRED WORKSHEET

SFA PROVIDED SPECIFICATIONS				Proposed by Vendor - complete columns F - N, and T													
Item	Description	Brand Name / Manufacturer - or equal	Pack Size	Manufacturer	Manufacturer #	Vendor Item #	Item Description	Pack Size	Vendor Invoiced Price	(+) In-bound Freight	(-) Manufacturer Allowance	(=) Landed Cost	Estimated QTY.	Fixed Fee	Net Member Delivered Price	Extended Price	Prices Good Thru
1	Apple, US Fancy, extra, 125 count, RED DELICIOUS.		125 CT									\$0.00	34	\$0.00	FALSE	FALSE	
2	Apple, US Fancy, extra, 163 count, FUJI.		163 CT									\$0.00	3	\$0.00	FALSE	FALSE	
3	Apple, US Fancy, extra, 163 count, PINK LADY.		163 CT									\$0.00	14	\$0.00	FALSE	FALSE	
4	Apple, US Fancy, extra, 175 count, RED DELICIOUS.		175 CT									\$0.00	49	\$0.00	FALSE	FALSE	
5	Banana, Stage 3-4, petite, yellow, uniform in shade and size. Peels should have no brownish or gray coloration. No more than 10% should have defects that make bananas unusable and no more than 1% should be affected by decay. Individual, 150 count.		1 40#									\$0.00	48	\$0.00	FALSE	FALSE	
6	Broccoli, Floret, mini, iceless, US No. 1, processed, fresh, tender, good characteristic and color, compact floret heads, free from decay and other defects. BROCCOLI FLORET		4 3#									\$0.00	15	\$0.00	FALSE	FALSE	
7	Carrot, Baby, peeled, 2" in length, 9/16 - 13/16" in diameter. Complies with CID A-A-20191.		4 5#									\$0.00	60	\$0.00	FALSE	FALSE	
8	Cauliflower, White, US No. 1, clean, compact, fresh, free from decay and other defects, florets. CAULIFLOWER FLORET		2 3#									\$0.00	18	\$0.00	FALSE	FALSE	
9	Celery, Rib, stick, US No. 1, similar characteristics that are well developed, well formed, processed, cleaned, free from decay, blackheart and other defects. Rib shall not be less than 4".		4 5#									\$0.00	20	\$0.00	FALSE	FALSE	
10	Cucumber, US No. 1, well colored and well formed, not overgrown, fresh, firm and free from decay and other defects. Maximum diameter of 2-3/8" and length not less than 6".		1 5#									\$0.00	42	\$0.00	FALSE	FALSE	
11	Grape, Greed, seedless, US No. 1, well colored, firm, mature, bunches, free of decay and other defects.		1 18#									\$0.00	18	\$0.00	FALSE	FALSE	
12	Grape, Red, seedless, US No. 1, well colored, firm, mature, bunches, free of decay and other defects.		1 18#									\$0.00	68	\$0.00	FALSE	FALSE	
13	Kiwi, US No.1, similar in characteristics, bulk, free from decay and defects, soft, not overripe carefully packed, clean, well formed, 3-layered box. KIWI FRUIT 117CT		1 117CT									\$0.00	19	\$0.00	FALSE	FALSE	
14	Lettuce, Iceberg, US No. 1. Fresh, green, not soft, free from decay, boxed, cleaned.		1 24CT									\$0.00	16	\$0.00	FALSE	FALSE	
15	Lettuce, Iceberg, US No. 1. Fresh, green, not soft, free from decay, cleaned, trimmed.		4 6CT									\$0.00	16	\$0.00	FALSE	FALSE	
16	Lettuce, Romaine, US No. 1. Fresh, green, not soft, free from decay, cleaned.		1 24CT									\$0.00	35	\$0.00	FALSE	FALSE	
17	Melon, Watermelon, seedless, US No. 1, whole mature, firm, well formed, free from decay and other defects.		1 2CT									\$0.00	26	\$0.00	FALSE	FALSE	
18	Onions, US No. 1 or better, minimum diameter of 1 3/4" and maximum 3" with at least 60% 2" or larger in diameter. Packed in mesh sacks. RED.		1 10#									\$0.00	6	\$0.00	FALSE	FALSE	
19	Onions, US No. 1 or better, minimum diameter of 1 3/4" and maximum 3" with at least 60% 2" or larger in diameter. Packed in mesh sacks. WHITE.		1 10#									\$0.00	7	\$0.00	FALSE	FALSE	
20	Onions, US No. 1 or better, minimum diameter of 1 3/4" and maximum 3" with at least 60% 2" or larger in diameter. Packed in mesh sacks. YELLOW.		1 10#									\$0.00	3	\$0.00	FALSE	FALSE	
21	Orange, US No. 1 or better, packed in carton. 113 count. FANCY FRESH		1 113CT									\$0.00	31	\$0.00	FALSE	FALSE	
22	Orange, US No. 1 or better. CLEMENTINE		1 5#									\$0.00	3	\$0.00	FALSE	FALSE	
23	Pear, US Grade 2 or better, fresh, size 120, firm, mature, tray packed, free from decay and other defects. BARTLETT.		1 120CT									\$0.00	3	\$0.00	FALSE	FALSE	
24	Peppers, Green, bell, US No. 1, sweet pepper, firm, well shaped, and free from decay and defects. Diameter and length not to be less than 2-1/2".		1 5#									\$0.00	26	\$0.00	FALSE	FALSE	
25	Peppers, Mixed (green, yellow, red) bell, US No. 1, sweet pepper, firm, well shaped, and free from decay and defects. Diameter and length not to be less than 2-1/2".		1 5#									\$0.00	6	\$0.00	FALSE	FALSE	
26	Peppers, Red, bell, US No. 1, sweet pepper, firm, well shaped, and free from decay and defects. Diameter and length not to be less than 2-1/2".		1 5#									\$0.00	21	\$0.00	FALSE	FALSE	
27	Potatoes, US No. 1, washed, 50 pound carton or bag, size A, 2" or 4 oz. minimum, size 80. RUSSET		1 50#									\$0.00	19	\$0.00	FALSE	FALSE	
28	Radish, US No. 1, clean, well formed, smooth, firm, tender, and free from decay and other defects. Diameter of roots not to be less than 5/8".		1 3#									\$0.00	12	\$0.00	FALSE	FALSE	
29	Spinach, US No. 1, fresh, free from decay and other defects. Green, processed, cleaned and trimmed. BABY		1 4#									\$0.00	4	\$0.00	FALSE	FALSE	
30	Strawberry, US grade A, whole strawberries, clamshell packaging, firm, free from decay and defects.		8 1#									\$0.00	12	\$0.00	FALSE	FALSE	
31	Tomatoes, US combination grade, with at least 85% US No. 1 quality. Tomatoes shall be 1 layer, 5x6, fresh, 80% turning or pink.		1 10#									\$0.00	30	\$0.00	FALSE	FALSE	
MARKET BASKET TOTAL												COUNT	0	684	\$0.00	\$0.00	
												PERCENTAGE	0%				

RFP 20.4 - Pricing Schedule - NON-MARKET BASKET [LOW VOLUME]

Name of Responding Vendor:

*Note, this workbook includes multiple, REQUIRED worksheets.

INSTRUCTIONS

- 1 Review products below; these are low volume products.
- 2 Vendor must complete columns E through L.
- 3 Entered the respective "Fixed Fee" (*should match fixed fee schedule). This will then auto-calculate the net member price (i.e. what the SFA will pay for the item).

REQUIRED WORKSHEET

SFA PROVIDED SPECIFICATIONS				Proposed by Vendor - complete columns E though L									
Item	Description	Pack	Size	Category	Manufacturer	Manufacturer #	Vendor Item #	Item Description	Pack	Size	Landed Cost	Fixed Fee	Net Member Delivered Price
1	ALMOND, SLVRD BLNCHD UNSLTD	3	2#										FALSE
2	APPLE, DCD IN WATER CND	6	10#										FALSE
3	BAG, C-OUT 12 LB PAPR KRAFT	1	500CT										FALSE
4	BAG, FOOD STRG 18X24 UTILY	1	250CT										FALSE
5	BAG, FOOD STRG 6X3X15 SNDWH	1	1000CT										FALSE
6	BAG, FOOD STRG 8.5X8.5 DELI	1	2000CT										FALSE
7	BAKING POWDER, SHKR	1	32Z										FALSE
8	BASIL, FRESH HERB	1	4Z										FALSE
9	BEAN, GREAT NTHRN CND	6	10#										FALSE
10	BEAN, LIMA GRN CND MED FR PAC	6	10#										FALSE
11	BEAN, PINTO FCY CND IN BRINE	6	10#										FALSE
12	BOWL, FM 5-6 Z WHT LAMTD QUIET	8	125CT										FALSE
13	BREAD, BANA WGR 2 Z MINI UNSL	120	2Z										FALSE
14	CAKE, LOAF CHOC CHIP WGR NOT	120	2Z										FALSE
15	CEREAL, OTML RLD OLD FSHND	12	42Z										FALSE
16	CHEESE, MOZZ PROV 4 BLND SHRD	4	5#										FALSE
17	CHEESE, MOZZ SLCD .75 Z LMPS	4	2.5#										FALSE
18	CHEESE, PARM SHRD BAG REF	4	5#										FALSE
19	CHEESE, RICOT WHL MILK TUB REF	6	3#										FALSE
20	CHILI, BF W/ BEAN RTU BAG FZN	4	4#										FALSE
21	CHIP, TORTLA TRI COLOR STRIP	10	1#										FALSE
22	CHOCOLATE, CHIP SEMI SWT 1K	1	25#										FALSE
23	CILANTRO, WSHD & TRIMD FRESH	4	1#										FALSE
24	CORN STARCH, SHKR SHLF STABL	1	21Z										FALSE
25	CRUMB, BRD PLN MED BAG	2	7.5#										FALSE
26	CUP, BKNG 1.5X1 PAPR WHT	20	500CT										FALSE
27	CUP, BKNG 2.25X1.88 PAPR WHT	20	500CT										FALSE
28	CUP, PET PLST 7 Z CLD CLR	20	50CT										FALSE
29	DOUGH, PUF PSTY 10X15 SHT TFF	20	12Z										FALSE
30	DOUGH, RL CIN SWT WHL GRAIN	120	2.5Z										FALSE
31	DRESSING, ITLN GLDN PLST JUG	4	1GA										FALSE
32	DRESSING, POPPY SEED PLST JUG	4	1GA										FALSE
33	DRESSING, RSP PLST JAR SHLF	4	1GA										FALSE
34	EXTRACT, VNL IMIT SNGL STGTH	1	32Z										FALSE
35	FILM, 12 X2000 PLST RL CTTR	1	RL										FALSE
36	FILM, 18 X2000 PLST RL CTTR	1	RL										FALSE
37	FLOUR, WHT WHL WHEAT BAG	1	50#										FALSE
38	GRAPEFRUIT, PINK FRESH REF	1	48CT										FALSE
39	ICING, CHOC FUDGE RTU	2	11#										FALSE
40	ICING, VNL CRM RTU SHLF STABL	2	11#										FALSE
41	JUICE, TMTO 100% ASPTC CTN	12	46Z										FALSE

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Vendor Forms & Signatures

RFP 20.4 – School Nutrition Program: Food, Supplies and Distribution Services

Instructions

Contained herein are forms and information required by the SFA. Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the required forms, follow these steps:

1. Read the document in its entirety.
2. Complete all questions and forms.
3. Save all pages in the correct order to a single PDF format titled “***Vendor Forms & Signatures – Name of Company***”.
4. Submit the forms in the required format with all necessary signatures in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled “Vendor Forms & Signatures – Name of Company”:

1. [Addendum Acknowledgement](#)
2. [Contract Offer & Award](#)
3. [USDA Lobbying Certification](#)
4. [USDA Debarment and Suspension](#)
5. [Solicitation Checklist](#)

Addendum Acknowledgement

Instructions: Please acknowledge receipt of all addenda issues with this solicitation by completing this addendum acknowledgement form. Check the box next to each addendum received and sign below. If no addenda were issued, sign the bottom section to verify. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgement: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received (check the box next to each addendum received):

- | | |
|---|---|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 5 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 8 |

I understand that failure to confirm receipt of addenda may cause for rejection of this response.

Authorized Signature

Date

Acknowledgement: I hereby acknowledge that no addenda were issued during this solicitation process. I understand that failure to confirm this acknowledgement may cause for rejection of this response.

Authorized Signature

Date

Contract Offer & Award

Instructions: Part I of this form is to be completed by the Vendor and signed by its authorized representative. Part II will be completed by the SFA upon the occasion of an award.

Part I: Vendor

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Technical Specifications, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies, equipment and professional services in compliance with all terms, conditions, specifications and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance of this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to the SFA as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Vendor to all terms and conditions stated in the proposal.

Business Name	_____	Date	_____
Address	_____	City, State, Zip	_____
Contact Person	_____	Title	_____
Authorized Signature	_____	Title	_____
Email	_____	Phone	_____

Part II: CPC

Your response for the identified proposal is hereby accepted. As a Vendor, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions and amendments. As a Vendor, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the SFA. The initial term of this contract shall be from August 1, 2019, through June 30, 2020 and will commence on the date indicated below and continue, unless terminated, canceled or extended. By mutual written agreement as warranted, there will be an optional yearly renewal for a period lasting no longer than three (3) additional one-year terms, based on successful performance. Each additional contract extension will run on the fiscal year, July 1 through June 30 of the following year.

Awarding Agency

**Authorized
Representative**

Name Printed or Typed

Awarded this

day of

Contract Number

Contract to Commence

USDA Lobbying Certification

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____ Date: _____
(Signature of Official (Executive Director) Authorized to Sign Application)

By _____ Date: _____
(Signature of Official (Chief Financial Officer) Authorized to Sign Application)

For _____
Name of Grantee

Title of Grant Program

USDA Debarment & Suspension

This form is available electronically.

Form Approved – OMB No. 0505-0027
 Expiration Date: 12/31/2018



United States Department of Agriculture

AD 1048

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9922 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider, employer and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Solicitation Checklist

The following items/submittals are required to be considered as a qualified Vendor to the RFP. Vendor must submit an electronic version of their proposal by the due date and time listed in this RFP via Public Purchase (www.publicpurchase.com). Review the checklist provided below and ensure all of the necessary documents have been uploaded with your response.

Your organization's uploaded proposal should include the following submitted and correctly labeled documents:

X	Document Title	How to be Submitted
	Pricing Schedule – Name of Company	Submit as an Excel document
	Vendor Questionnaire – Name of Company	Submit as a Word document
	Vendor Forms & Signatures – Name of Company Addendum Acknowledgement Contract Offer & Award USDA Lobbying Certification USDA Debarment and Suspension Solicitation Checklist	Submit as one (1), single PDF. *Signatures Required
	Certificate of Insurance – Name of Company	Submit as PDF
	Criminal Background Check Statement – Name of Company	Submit as PDF; created by Vendor
	Fuel Surcharge Sliding Scale – Name of Company	Submit as PDF; created by Vendor
	Hazard Analysis and Critical Control Point (HACCP) Score – Name of Company	Submit as PDF; created by Vendor

IMPORTANT: All items **must be** submitted electronically in the format indicated for the proposal to receive consideration. Documents with inserted images of completed documents **will not be accepted**. Double check your uploaded documents for completion prior to submission.

Independent School District #361

1515 11th Street, International Falls, MN 56649-2501 www.isd361.k12.mn.us

BOARD OF EDUCATION: Ted Saxton, Chairperson • Michelle Hebner, Vice-Chairperson • Terry Murray, Clerk
Mike Holden, Treasurer • Jennifer Windels, Director • Toni Korpi, Director • Roxanne Skogstad-Ditsch, Director

August 13, 2019

TO: School Board

FROM: Stacy Grover, Business Manager

SUBJECT: Meal Price Increases for School Year 2019-2020

School Board Members,

I am recommending price increases per the attached document for the 2019-2020 school year. We were able to hold meal prices last school year 2018-2019, however, based on program costs and per federal guidance I am recommending we increase pricing by .10 cents for all student meals.

Thank you.

Cc: Karla Olson-Line, Food Service Director
Michelle Hopkins, Food Service Coordinator

Kevin Grover, Superintendent	V-218-283-2571 x112	F-218-283-8104	kgrover@isd361.k12.mn.us
Tim Everson, FHS Principal	V-218-283-2571 x104	F-218-283-2384	teverson@isd361.k12.mn.us
Marc Glowack, Dean of Students	V-218-283-2571 x110	F-218-283-8104	mglowack@isd361.k12.mn.us
Bill Mason, Activities Director	V-218-283-2571 x138	F-218-283-2384	bmason@isd361.k12.mn.us
Melissa Tate, FES Principal	V-218-283-2571 x232	F-218-283-3133	mtate@isd361.k12.mn.us



**ISD 361 Meal Pricing
School Year 2019 - 2020**

			F19	F20		F19	F20		
			Price 1st	Price 1st	F20 1st Qty	Price 2nd	Price 2nd	F20 2nd	
Meal Type	Grades	Meal Program	Qty Complete Meal	Qty Complete Meal	Price Change	Qty Complete Meal	Qty Complete Meal	Qty Price Change	
Breakfast	Pre-K	Full Paid	\$ 1.90	\$ 2.00	\$ 0.10	\$ 2.00	\$ 2.10	\$ 0.10	
	Pre-K	Free / Reduce	\$ -	\$ -	\$ -	\$ 2.00	\$ 2.10	\$ 0.10	
	Kindergarten	KG	\$ -	\$ -	\$ -	\$ 2.00	\$ 2.10	\$ 0.10	
	1st - 5th	Full Paid	\$ 1.90	\$ 2.00	\$ 0.10	\$ 2.00	\$ 2.10	\$ 0.10	
	1st - 5th	Free / Reduce	\$ -	\$ -	\$ -	\$ 2.00	\$ 2.10	\$ 0.10	
	6th	Full Paid	\$ 2.00	\$ 2.10	\$ 0.10	\$ 2.25	\$ 2.35	\$ 0.10	
	6th	Free / Reduce	\$ -	\$ -	\$ -	\$ 2.25	\$ 2.35	\$ 0.10	
	7th - 12th	Full Paid	\$ 2.00	\$ 2.10	\$ 0.10	\$ 2.25	\$ 2.35	\$ 0.10	
	7th - 12th	Free / Reduce	\$ -	\$ -	\$ -	\$ 2.25	\$ 2.35	\$ 0.10	
	<i>Adults /</i>		Adult (Staff)	\$ 3.25	\$ 3.35	\$ 0.10	\$ 3.25	\$ 3.35	\$ 0.10
	<i>Visitors:</i>		Guest (Adult)	\$ 3.25	\$ 3.35	\$ 0.10	\$ 3.25	\$ 3.35	\$ 0.10
		PK,K-5	Student Visitor	\$ 2.50	\$ 2.60	\$ 0.10	\$ 2.50	\$ 2.60	\$ 0.10
		6	Student Visitor	\$ 2.75	\$ 2.85	\$ 0.10	\$ 2.75	\$ 2.85	\$ 0.10
		6 - 12	Student Visitor	\$ 2.75	\$ 2.85	\$ 0.10	\$ 2.75	\$ 2.85	\$ 0.10
Lunch	PK,K,1-5	Full Paid	\$ 2.40	\$ 2.50	\$ 0.10	\$ 2.50	\$ 2.60	\$ 0.10	
	PK,K,1-5	Free / Reduce	\$ -	\$ -	\$ -				
	6th	Full Paid	\$ 2.50	\$ 2.60	\$ 0.10	\$ 2.75	\$ 2.85	\$ 0.10	
	6th	Free / Reduce	\$ -	\$ -	\$ -				
	7th - 12th	Full Paid	\$ 2.50	\$ 2.60	\$ 0.10	\$ 2.75	\$ 2.85	\$ 0.10	
	7th - 12th	Free / Reduce	\$ -	\$ -	\$ -				
	<i>Adults /</i>		Adult (Staff)	\$ 3.95	\$ 4.00	\$ 0.05	\$ 3.95	\$ 4.00	\$ 0.05
	<i>Visitors:</i>		Guest (Adult)	\$ 3.95	\$ 4.00	\$ 0.05	\$ 3.95	\$ 4.00	\$ 0.05
		PK,K-5	Student Visitor	\$ 3.25	\$ 3.35	\$ 0.10	\$ 3.25	\$ 3.35	\$ 0.10
		6 - 12	Student Visitor	\$ 3.50	\$ 3.60	\$ 0.10	\$ 3.50	\$ 3.60	\$ 0.10

Food & Nutrition Services

Employee Guidelines

Falls Public Schools

Purpose of this Handbook

The purpose of this handbook is to provide employees with information regarding Falls Public Schools child nutrition programs and the policies and regulations governing operation.

Food Service Mission Statement

At Falls Public Schools, we are working together for every child, every day. Our vision is for all children to eat well and grow strong.

Our mission is to support academic and lifelong success by nourishing students and building healthy eating habits.

Message from the Director

You make a difference in the lives of children each day as part of our Food Service team! At Falls Public Schools, we have a dedicated staff who contribute to a positive learning environment. Thank you for taking pride in your work and I value the important role you play in the education process. School foodservice is a profession. During your career you will operate commercial food service equipment, use computer technology and point of sale system, practice quantity food production techniques, follow federal requirements governing the sale of reimbursable school meals and follow our HACCP food safety plan. Producing healthy meals each year that meet nutrition standards and serving them all safely without compromising quality is an enormous task. Without your professional attitude and understanding of our operation, this could not be accomplished. Thank you for being so vested in your career! And finally, a positive attitude is the best thing you can bring to work each day:

"A workplace filled with – and driven by – employees with positive attitudes, vibrates continually to the tune of service excellence and passionate team success."

~ Ty Howard

Karla Olson-Line
Director of Food & Nutrition Services
Falls School District

Board of Education

Michelle Hebner

Mike Holden

Toni Korpi

Terry Murray

Ted Saxton

Jennifer Windels

Roxanne Skogstad-Ditsch

District Administration

Kevin Grover, Superintendent

Tim Everson, Principal FHS

Melissa Tate, Principal FES

Mark Glowack, Dean of Students

Tom Holt, District Facilities and Transportation

Karla Olson – Line, Food Services

Michelle Hopkins, Food Services

Stacy Grover, District Financial

Tina Besch, Director of HR/Benefits/Payroll

Food Service Contacts

Karla Olson-Line 218-260-9614 or 218-283-2571 ext 1132

Michelle Hopkins 218-283-2571 ext 1181

Head Cooks at FHS and FES

History of School Food Service

For more than 60 years, school foodservice and child nutrition professionals have fostered the educational, physical and social well-being of our nation's school children. Every school meal served is more than an isolated investment in a child; it is an investment in America itself. Child nutrition programs date back to 1932 when stockpiled agricultural surplus commodities were supplied to some public schools. The devastating effects of the great depression and lack of nutritious foods available to children were seen by the beginning of World War II. The military had to turn away record numbers of recruits due to malnutrition and related health issues. As a matter of national security, Congress signed the National School Lunch Act into law in 1946, providing all schools with operational cash grants and agricultural commodity food. The Department of Defense has continued to be actively involved by supporting the fresh fruit and vegetable pilots. By using agricultural surplus commodities, schools help the USDA keep market prices stable for farmers. Improper nutrition is not simply an issue of socioeconomic status; hunger does not discriminate. Any student who skips a meal, who has no access to breakfast or lunch or who fails to make healthy food choices, risks incurring serious learning and health deficits. School nutrition programs help to ensure the maximum return on the billions of dollars spent for public education, which will enhance America's future productivity and success. In

short, we feed the future. Everyone – students, teachers, parents, the entire community – benefits from successful school nutrition programs. The relationship between proper child nutrition and the development of young minds and bodies is well documented. Healthy, well-educated children are the future of this nation; their success will have a direct impact on the productivity of America’s workforce, her standard of living and ability to compete in the global arena.

Ten Commandments of Food Service

- 1. Students*** are the most important people in our business.
- 2. Students*** are not dependent on us, we are dependent on them.
- 3. Students*** are not an interruption of our work, they are the purpose of it.
- 4. Students*** do us a favor when they call, we are not doing a favor by serving them.
- 5. Students*** are a part of our business, not outsiders.
- 6. Students*** are not cold statistics, they are flesh and blood human beings who have feelings and emotions like yours and mine.
- 7. Students*** are not to argue or match wits with, to belittle or snub. They are to be welcomed warmly and graciously.
- 8. Students*** are people who bring us their wants and it is our job to fill those wants.
- 9. Students*** are deserving of the most courteous and attentive treatment we can give them.
- 10. Students*** are the life blood of our business, just as you are.

Professional Conduct

Confidentiality

As a food service employee you may have access to student health information and/or their eligibility for free and reduced price meals. ***NEVER*** discuss this information with anyone other than the Food Service Director. Failure to keep this information completely confidential will result in immediate termination and possible legal consequences.

Professional Conduct and Customer Service

Employees are expected to conduct themselves in a professional and appropriate manner at all times. All students, parents and staff should be treated with patience, friendliness, kindness and respect. Profanity is never to be used while you are on duty. Do not use social media in an unprofessional manner when referring to your place of employment or co-workers. Do not engage in gossip or spread rumors.

Customer service plays an important role in this department. First impressions are lasting and may depend on how you handle a situation. Great customer service helps customers feel comfortable, have a positive attitude toward the school meals program and gain trust and confidence in your willingness to help them. In this way you are establishing rapport with your customers by making a personal, positive connection. Successful customer service will help any complaint that does arise have less tension.

School food service is fast paced and quality oriented. Working in this environment will inevitably lead to frustrations and tension. It is important that we treat each other professionally and courteously in order to deliver excellence. A positive attitude is required at all times.

Employees are expected to perform their assigned duties at or above satisfactory levels while following acceptable standards of workplace behavior. Some examples of **unacceptable** behavior leading to discipline, up to and including termination, are:

- Yelling at another employee, student, or parent
- Using offensive language or name calling
- Withholding information or assistance
- Subjecting fellow employees to complaints, gossip, rumors or comments creating a negative environment. If an employee has a problem, he or she should take the problem to the immediate supervisor and follow the chain of command.

Unprofessional conduct negatively affects the atmosphere and productivity of the food service department. Our food service operation is customer driven and we expect a caring, helpful and courteous attitude of employees. Customer Service is a top priority!

Employee Dress Code

Personal hygiene is essential to food safety and plays an important role in projecting a professional image. The number one cause of foodborne illness is employee-related. Employees must shower and wash hair daily. Employees should be free of odors including perfume, smoke or body odor.

Frequent hand washing is crucial to maintaining a safe and sanitary environment. Dental hygiene is required and is important in delivering customer service. The following policy is **mandatory** for all food service employees.

Shoes/Socks:

Employees must wear sturdy, leather type, rubber-soled slip resistant shoes with closed heel and toe. No clogs with open heels, no lightweight canvas shoes. Socks must be worn at all times.

Jewelry

Jewelry is limited to a wedding ring and small, NOT DANGLING, earrings secured by a post. *No watches, bracelets or other jewelry allowed on arms and wrists. No necklaces allowed. No dangling earrings allowed. No facial jewelry allowed.*

Fingernails

Fingernails must be trimmed short and free of nail polish. False fingernails of any kind are not allowed.

Cell Phones

Employees **may not** use their cell phones or text for personal reasons while in the kitchen. They may check their cell phones during their breaks. No earphones are allowed while on duty.

Personal Belongings

For security and sanitation, employees may not keep their personal items (purse, coat, sweater, etc.) in the kitchen food preparation area. Employees must keep their personal items in the employee work room.

Uniforms

“Uniform” consists of an employer-provided shirt and apron, pants and appropriate footwear (listed above).

Approved Pants

Only long pants may be worn. No shorts or skirts allowed. Pants must be free of holes, tears or excessive wear. No fleece, nylon or spandex pants or leggings. Button sweaters or zip-up sweatshirts may be worn over the uniform shirt in the kitchen (back of the house) during preparation, but **may not be worn** during service in the cafeteria (front of the house). Sweaters must be free of holes and snags and must be either black or grey in color.

Hair Covering

Hair must be tied back or covered with a hair net. Employees must cover all hair. Short bangs may be exposed on the forehead. No other hair is allowed to be exposed. ***Please remember:*** Employees not properly dressed in accordance with this policy will be sent home to change and will be subject to formal disciplinary action.

Employee Breaks

According to MN Statutes:

177.254 MANDATORY MEAL BREAK.

Subdivision 1. Meal break. An employer must permit each employee who is working for eight or more consecutive hours sufficient time to eat a meal.

Subd. 2. Payment not required. Nothing in this section requires the employer to pay the employee during the meal break.

Subd. 3. Collective bargaining agreement. Nothing in this section prohibits employers and employees from establishing meal periods different from those provided in this section pursuant to a collective bargaining agreement.

177.253 MANDATORY WORK BREAKS.

Subdivision 1. Rest breaks. An employer must allow each employee adequate time from work within each four consecutive hours of work to utilize the nearest convenient restroom.

Subd. 2. Collective bargaining agreement. Nothing in this section prohibits employers and employees from establishing rest breaks different from those provided in this section pursuant to a collective bargaining agreement.

Employees taking more than a rest break must clock out using the time clock option “Out to Lunch” or “Temporarily Out of Office”. Clock back in upon return.

In adherence with the policies and procedures set forth by the USDA, no food service employee is allowed to remove food of *any kind*, from any building, for off-site consumption.

Employees are entitled to 1 free meal and 1 beverage to be consumed on-site during their assigned break.

Employees must use the POS to ring in their meals and drinks.

Empty boxes taken home for employee use **MUST** be broken down before removal from the building.

Removal of food from any building for employee personal use will be considered theft and will result in immediate termination. Under special situations, the Director may approve sale of food to employees at regular adult prices. Any approved sale must be entered in the employee’s food service account by a Manager. Employees cannot transact their own purchases.

Employees may not eat or chew gum while on duty. All drinks must be kept covered in a designated area away from food preparation and storage.

Employee Move-Ups and Vouchers

Employees will not be allowed to voucher for a different position unless it is a shift longer than 4 hours or they have been assigned a move up.

Vouchers are **ONLY** for shifts that are **NOT** yours. Meaning, if you are an assistant cook, and the head cook is gone, you may voucher for their position. Do not voucher if you forget to clock in. This is still your position, please contact your supervisor to correct your time.

If you are unable to do the move up position, it will be the next person in lines job to move up. You will remain in your job.

Time Clock

Please use the time clock to clock in. You are allowed to clock in 5 minutes prior to starting your shift. You are able to clock out at any time.

If you leave the building for any reason, you must clock out using the “Out to Lunch” or “Temporarily Out of Office”. That way, you can clock back in up return.

Employee Meetings

Employees are required to attend monthly leadership meetings. These meetings provide instruction, training and tools that employees need to perform their jobs satisfactorily.

Attendance is mandatory.

Training and professional development are essential for employees and required by law. Throughout the year, all employees may be required to attend mandatory training. Employees will be given advance notice and paid for the training. In August, all employees are required to attend the Back to School Workshop.

Attendance

Attendance is critical to an efficient operation. Promptness is essential. **You must be on the floor and ready to work at the time your shift begins.**

Do not report to work if you are sick with symptoms of fever, vomiting, jaundice or diarrhea. State and federal health code strictly prohibits employees with these symptoms from performing food handling. You will be sent home if you report to work with these symptoms. It is important that you manage the number of personal and sick days you have earned and reserve days for emergency use.

Keys and Fobs

Employees may be issued building keys and/or electronic fobs depending on their work location and shift time. It is the employee's responsibility to keep these items secure and never allow anyone else to use them. The fob is a security device that will allow the user to enter specific doors at a building. Be sure to understand which doors your fob will open. If you lose your key or fob, report it immediately to your supervisor. You will be responsible for the cost to replace the key or fob.

Employees are required to turn in their keys and fobs at the end of each school year. They will be re-issued at the beginning of the new school year.

Inventory

Employees will be required to keep an accurate inventory that will be turned in monthly. 2 employees must do inventory and sign off on it. Use the inventory sheets provided. They must be turned in by the 15th of each month to your supervisor.

Vendors

Employees are not allowed to accept gifts from vendors in excess of \$25.00.
No private sales are permitted from ANY of our vendors.

Food Safety

Food safety is the responsibility of every employee. Every action in foodservice has the potential to impact the safety of the food, either during purchasing, storage, preparation, holding, service or clean-up. The Centers for Disease Control (CDC) estimates that 76 million cases of foodborne illness occur each year in the United States. For certain groups, such as young children, a foodborne illness can be fatal.

You Can Prevent Foodborne Illness

Hand Washing Is Basic

- Use a designated hand sink, never a three compartment ware washing sink.
- Use soap and hot water and vigorously rub your hands together for at least 20 seconds – or the time it takes to sing “Happy Birthday” twice.
- Turn off the faucets by using a single-use paper towel.
- Dry your hands with another single-use paper towel.

Wash Your Hands Often!

- Before beginning your work shift
- Before returning to work after a break
- Before putting on single-use gloves
- Before each new work task
- After eating or drinking
- After using the restroom
- After sneezing, coughing, or using a tissue
- After you have touched any part of your body, such as your hair, ears, nose or mouth.

Temperature and Time

Temperature and time are critical factors in foodservice. It is important to keep food out of the TEMPERATURE DANGER ZONE (40°F and 135°F) where harmful microorganisms grow and multiply. You must use a thermometer to record temperatures of food. Temperatures for refrigerators, freezers, cooking and serving are taken and recorded in HACCP logs.

- Thawing is done in the refrigerator

- Foods are cooked to specific internal temperatures
- Hot foods are held for serving above 135°F
- Cold foods are kept below 40°F

Workplace Safety

Preventing Slips and Falls

- Clean up any dropped food, spilled liquids and grease immediately.
- Wear properly fitted, slip-resistant rubber soled shoes.
- Contact a custodian for help with large spills. Ask to post a “wet floor” sign when necessary.
- Keep aisles and passageways free of carts, boxes, trash cans, mop buckets and other obstacles.
- Close oven doors immediately after inserting or removing food.
- Use the proper equipment (step stools, stepladders) for reaching upper shelves. ***Never climb on shelves, boxes or chairs.***
- Tell the Food Director about any condition that could cause a fall such as a loose tile, spilled liquids, inadequate lighting, etc.

Safe Lifting

Employees are required to lift up to 50 pounds. It is important to know how to lift loads safely in order to prevent a back injury. Follow these guidelines to lift safely and prevent back injury:

- Read carton, box or bag for weight of contents to determine if you can lift the load alone or need to get help.
- Plan the way you will walk with the load. Avoid stairs when possible.
- Make sure you have firm footing before beginning the lift.
- Never bend over an object to pick it up.
- Squat down by bending your knees. Test the weight of an object by lifting a corner. If it seems too heavy, get help.
- Use the large muscles of your thighs and stomach when you lift rather than the small muscles of your back.
- When you lift, tighten your stomach and buttock muscles. They act as an internal girdle to give your back extra support.
- Balance the load in the center of your body.
- Hold the load close to your body. Always keep your back as straight as possible.
- Avoid twisting when you lift. Turn around with your feet.

- Set the load down by bending your knees, not bending over from the waist.
- Be smart, use a cart!

Accident Reporting

If you do suffer an accident on the job, no matter how small or minor an injury, you **must** report the incident to a Manager immediately. An Accident Report Form must be filed and returned to the Director immediately.

Food Allergies

Managing food allergies in schools can be challenging. Education, communication, and cooperation are the keys to preventing allergic reactions in schools. Because food allergies could result in potentially life threatening anaphylaxis, it is important school food service employees understand their role.

When a parent enrolls a child with a food allergy, they must see the school nurse and complete an Allergy Action Plan. A Diet Prescription form must also be completed by the child's physician and returned to school.

Diet Prescription forms are sent to the Food and Nutrition Services office and an Alert will be entered in the point of sale system. Each time the student comes through the cafeteria line, an alert symbol appears on the account. The cashier must check the student's tray to be sure he/she does not have an item they are allergic to.

Understanding ingredients and labels is a must for food service employees. Never assume a product does not contain nuts, for example. In addition to checking labels, elementary schools have nutrition facts already prepared for the cycle menu weeks. Keep this information at the cashier station in order to quickly verify ingredients or allergens. Keep a list of students with allergies available to cross reference when preparing field trip lunches. Your help is vital in the lives of children with food allergies.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

*(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
(2) fax: (202) 690-7442; or*

(3) email: program.intake@usda.gov.
This institution is an equal opportunity provider.

Civil Rights Complaint Procedure

1. The complainant (person making the complaint) must report the civil rights complaint to food service management. Any food service employee receiving a complaint must report it immediately to their supervisor.
2. The civil rights complaint should be written in the Civil Rights Complaint Log regardless if the complaint is expressed in writing or verbally. The Civil Rights Complaint Log is located in the Office of Food and Nutrition Services.
3. The complainant and/or food service management are required to complete the Civil Rights Complaint Form.
4. The following information must be included within the Civil Rights Complaint Form:
 - Name of person with the complaint and contact information
 - Name of the facility/department where the alleged discrimination took place
 - What happened?
 - Which right was violated – race, color, national origin, sex, age or disability?
 - Witnesses – including the names, titles and business addresses of persons who may have knowledge of the discriminatory action
 - Date the alleged discriminatory action took place
5. The complaint is then reviewed and investigated by the State Agency and/or USDA.
 - It is necessary that the information provided be sufficient to determine the identity of the agency or individual towards which the complaint is directed and to indicate the possibility of a violation
 - Anonymous complaints should be handled as any other complaints
 - In the event a complainant makes the allegations verbally or through a telephone conversation and refuses or is not inclined to place such allegations in writing, the person to whom the allegations are made shall write up the elements of the complaint for the complainant.

Job Descriptions

Food and Nutrition Services is a department employing workers in various classifications. The following pages are current job descriptions and are intended to give the employee an overview of their general duties and responsibilities. Keep in mind that the job descriptions are not all-inclusive and other duties may be assigned.

Falls Community Schools Foods and Nutrition Department

Job Description

TITLE: **Head Cook**

REPORTS TO: Director of Food and Nutrition Services

SUMMARY: TBD

ESSENTIAL DUTIES AND RESPONSIBILITIES: *Other duties may be assigned.*

- ServSafe® certification required

Job Description

TITLE: Assistant Cook

REPORTS TO: Director of Food and Nutrition Services and Head Cook

SUMMARY: TBD

ESSENTIAL DUTIES AND RESPONSIBILITIES: *Other duties may be assigned.*

- ServSafe® certification required

Job Description

TITLE: Cafeteria Helper 1

REPORTS TO: Director of Food and Nutrition Services and Head Cook

SUMMARY: TBD

- ServSafe® certification required.

TITLE: Cafeteria Helper 2

REPORTS TO: Director of Food and Nutrition Services and Head Cook

SUMMARY:

ESSENTIAL DUTIES AND RESPONSIBILITIES: *Other duties may be assigned.*

- ServSafe® certification required

Job Description

TITLE: Dishwasher

REPORTS TO: Director of Food and Nutrition Services and Head Cook

SUMMARY: TBD

ESSENTIAL DUTIES AND RESPONSIBILITIES: *Other duties may be assigned.*

- ServSafe® certification required

What Is A Reimbursable Meal?

A reimbursable meal is the federal formula that determines whether a school district will receive money as reimbursement for the meals served to students. This does not include adult or second meals, a la carte or student visitor meals. In order to get reimbursement, the USDA guidelines and "Offer vs. Serve" rules must be followed by cashiers. Lunch and Breakfast rules are different.

How to Recognize a Reimbursable Lunch

Five components must be offered to students for Lunch. To be counted as a reimbursable meal, students must select three of the five components and one of the components must be a fruit or vegetable. Components represent servings from the food groups Fruit, Vegetables, Grains, Protein and Milk. A food item on the menu may

contain one, two or three components. For example, a cheeseburger contains grain (bun) and protein (burger) and counts as two components. A southwest salad contains vegetables (lettuce, tomatoes), protein (cheese and taco meat) and grain (tortilla chips). In this example, the southwest salad counts as three components and is a reimbursable meal by itself. It's important to remember that although students must select at least three components, they are entitled and should be encouraged to select all five components offered.

How to Recognize a Reimbursable Breakfast

Three components must be offered to students for Breakfast in the form of four items. Two ½ cup servings of fruit, milk and grain/protein. Breakfast is different than lunch because cashiers are not counting components. Students must select three menu items to be considered reimbursable. For example, four items are offered on the menu: a blueberry muffin, peach cup, juice and milk. Students must select three of these items. Cashiers must count three menu items on the tray to be considered a reimbursable meal.

BUDGET SUMMARY FOR 2019-20		
INCOME		
City	83,000.00	
Levy	82,732.00	
Fees	35,130.00	
AD/Agree.school	19,284.00	*
Misc.	350.00	
Total	220,496.00	
EXPENSES		
Program Expenses	96,810.00	
Indirect /admin Exp.	124,011.00	
Total	220,821.00	

Budget worksheets 18-19 / 19-20 fiscal yr.						
	50/20					
Income	rec fee	part. #	2019-20	Expenses		2019-20
Baseball	18-19 budget		budgeted	Baseball	18-19 budget	budgeted
7-8 Fees	\$ 1,000.00	12	600	Coaches	\$ 2,000.00	2000
L.L. Fees	\$ 5,000.00	280	5600	Field Maint.	\$ 16,000.00	14,000
Jr League		15		L. L. Expense	\$ 800.00	800
Legion		15		Supplies	\$ 500.00	700
Total	\$ 6,000.00		6200	Travel		in kind
				Umpires	\$ 500.00	500
				Total	\$ 19,800.00	18000
Basketball				Basketball		
1-6 Fees	\$ 2,300.00	100	2000	Coaches	\$ 7,200.00	6,000
7-9 Fees	\$ 2,500.00	32	1600	Entry Fees	\$ 700.00	700
Adult Fees	\$ 1,050.00	3	1050	Camp Instr.	\$ 3,240.00	3,250.00
Bball Camp Fees	\$ 3,600.00	73	4400	Referee, jr high	\$ 1,600.00	1,600.00
Total	\$ 9,450.00		9050	Supplies	\$ 1,000.00	1000
				travel		1,500
				Total	\$ 13,740.00	14050
Figure Skating						
Youth Fees	\$ 1,000.00	100	1000			
Total	\$ 1,000.00		1000			
Football				Football		
5-6 Fees	\$ 600.00	30	600	Coaches	\$ 3,000.00	2,000
7-9 Fees	\$ 1,000.00	14	800	Referees	\$ 400.00	480
Total	\$ 1,600.00		1400	Supplies	\$ 1,000.00	1,000
				Travel	\$ 3,200.00	2,000
				Total	\$ 7,600.00	5,480
Golf				Golf		
6-8 Fees	\$ 600.00	12	600	Coaches	\$ 1,000.00	1000
Total	\$ 600.00		600	Enry Fees	\$ 300.00	300
				Supplies	\$ 75.00	75
				Travel		580
				Total	\$ 1,375.00	1955
Hockey				Hockey		
Youth Fees	\$ 3,000.00	150	3000	Labor; Outdoor Rinks	\$ 5,500.00	7,000
Adult Fees	\$ 6,000.00	12	6000	Labor: Kerry Park Arena	\$ 16,200.00	17,000
Total	\$ 9,000.00		9000	Referee; Adult League	\$ 800.00	1,500
				Repairs/Supplies	\$ 300.00	500
				Total	\$ 22,800.00	26,000

Income			Expense			
	18-19 budget		19-20	18-19 budget	19-20	
			budgeted		budgeted	
Softball			Softball			
7-8 Fees	\$ 600.00	12	600	Coaches	\$ 1,000.00	1,000
Co-Ed Fees	\$ 2,400.00	8	2400	Entry Fees	\$ 350.00	250
Total	\$ 3,000.00		3000	Travel		
				Toilets	\$ 400.00	500
				Supplies	\$ 350.00	400
				Umpires	\$ 200.00	200
				Total	\$ 2,300.00	2,350
Swimming			Swimming			
4-6 Gr. Fees	\$ 500.00	24	480	Labor; Lifeguards	\$ 16,500.00	16,500
Total	\$ 500.00		480	Supplies	\$ 300.00	300
				Total	\$ 16,800.00	16,800
Track			Track			
6-8 Fees	\$ 2,000.00	24	1200	Coaches	\$ 2,000.00	2,000
Entry Fees	\$ 375.00		300	Entry Fees	\$ 400.00	400
Total	\$ 2,375.00		1500	Officials	\$ 250.00	250
				Supplies	\$ 400.00	300
				travel	\$ 3,200.00	2,000
				Total	\$ 6,250.00	4,950
Volleyball			Volleyball			
3-6 Fees	\$ 1,200.00	40	1200	Coaches	\$ 3,000.00	3,000
7-9 Fees	\$ 1,250.00	24	1200	Entry Fees	\$ 375.00	300
Adult Fees				Referees	\$ 350.00	425
vball Camp Fees				Supplies	\$ 500.00	500
Total	\$ 2,450.00		2400	Travel	\$ 850.00	800
				Total	\$ 5,075.00	5,025
Wrestling			Wrestling			
Youth Fees	\$ 400.00	25	500	Supplies	\$ 200.00	200
Total	\$ 400.00		500	Total	\$ 200.00	200
Summer Rec. program			Summer Rec. Prog.			
Total Fees	\$ 36,375.00		35,130	total program expense	\$ 97,940.00	96,810

Income	18-19		19-20	Expense	18-19	19-20
Government	budgeted		budgeted	Indirect expense	budgeted	budgeted
City Funding	\$ 82,000.00		83,000	Director Salary	\$ 73,976.94	75,456
Youth Levy	\$ 85,159.00		82,732	Asst./Supervision	\$ 600.00	0
AD School Funding	\$ 18,920.00		19,284	First Aid	\$ 250.00	250
Miscellaneous	\$ 600.00		350	Gas, Oil. Etc.	\$ 3,000.00	3000
Total	\$ 186,679.00		185,366	Health/Dent /life ins.	\$ 14,717.04	14,755
			35,130	Repairs/Supplies	\$ 800.00	800
Grand Total Inc.	\$ 223,054.00		220,496	Phones/Ads, etc.	\$ 2,500.00	2500
				Travel	\$ 250.00	250
				Insurance P./C -W/C	\$ 8,300.00	9300
				Payroll Liability	\$ 12,100.00	12,000
				PERA	\$ 5,100.00	5700
				Total	\$ 121,593.98	124,011
				Grand Total Expense	\$ 219,533.98	220,821

AGREEMENT FOR CONTRACTING ATHLETIC DIRECTOR SERVICES:

The Recreation Commission agrees to contract with ISD 361 to provide Athletic Director Duties. The Recreation Commission will annually negotiate with ISD 361 to provide this contracted service. Recreation Commission or ISD 361 may opt out of this arrangement by giving the other party 90 days notice.

Athletic Director Responsibilities are all duties associated with coordinating and administering all current ISD 361 high school activities. ISD 361 will employ secretarial support to be available to the Recreation Director for the majority of the day for the months of August through June.

Recreation Director will be under the supervision of high school principal when administering high school activities.

Fiscal responsibility for this section of the agreement is as follows:

- 1) ISD 361 will pay \$74.00 each night there are ISD 361 varsity activities for site director duties for that evening. Site director coordinates duties that are associated with successfully running varsity and junior varsity events for that evening.
- 2) ISD 361 will pay all hired positions for varsity and junior varsity activities as directed in Local 331 contract (examples: announcer, line judge, scorer, usher, etc)
- 3) ISD 361 will employ a secretary that devotes the majority of their time to assist the Athletic Director/Recreation Director with secretarial duties. Principal is immediate supervisor of this position, but Recreation Director will guide the secretary with respect to daily duties.
- 4) ISD 361 will compensate the Recreation Commission \$ 19,298.00 in 2019-20, for contracting Athletic Director services from the Recreation Commission.

This agreement is effective August 2018 /6-30-20

Recreation Department:

ISD 361

City of Int'l Falls

Chair

Chair

Mayor

Vice Chair

Clerk

City Admin.

Create Opportunities



7/31/2019

Engagement letter tailored for:

ISD #361 International Falls Public Schools



Prepared by:

Kim Orsolits, SPHR, SHRM-SCP
Principal

kim.orsolits@CLAconnect.com

direct 407-802-1263

CLAconnect.com

WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND

CONSULTING

7/26/2019

Stacy Grover
ISD #361 International Falls Public Schools
1515 Eleventh Street
International Falls, MN 56649

Dear Stacy:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for ISD #361 International Falls Public Schools (“you,” “your,” or “the entity”) for the year ended December 31, 2020.

Scope of professional services

CLA will perform the following services for the entity:

Human resources services

Employee Handbook:

Draft an employee handbook to include required state and federal laws and offer guidance related to human resources best practices.

HR Consulting Services in the following non bargaining areas upon request:

- Provide guidance on process and/or procedure questions from payroll/benefits administrator
- Aid in federal and state employment regulation compliance
- Assist in creating employee policies and forms
- Support the development of job descriptions
- Assist in the development of performance appraisal process and forms

Kim Orsolits, Principal, is responsible for the services identified in this agreement. Monica Murdo, HR Business Consultant, is responsible for the daily activities of the engagement.

Engagement objectives, limitations, and responsibilities

The objective of our engagement is to provide HR related guidance to management and offer recommendations on HR policies and practices.

We will provide the items identified in the scope of professional services to you and schedule a time to report to you our analysis and findings. Any additional items or services identified as an outcome of that meeting would be defined in a new engagement letter. These services could begin the week of August 5, 2019.

Our engagement cannot be relied upon to disclose illegal acts. However, we will inform the appropriate level of management of any evidence or information that comes to our attention during the performance of our services that illegal acts may have occurred. If illegal activity is initiated by your employees or other service providers, you or your insurance are responsible for covering any losses.

Your responsibilities

You are responsible to provide us with all of the information necessary to provide the identified services, including (1) providing human resources related policies, programs, and practices, either written or verbal, and (2) providing a liaison to be available for scheduled conversations and clarification as needed. If due dates are established for you to provide material(s) to us, your liaison should confirm the due dates are reasonable and strive to adhere to the due dates.

Your management is responsible for the decisions made as a result of our engagement. We are serving only as consultants, and you may accept or reject our recommendations or conclusions.

For all nonattest services we may provide to you, including these human resource services, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

CLA cannot and does not provide legal advice. It is important that you consult with qualified labor counsel before adopting any new human resource policies. It is also your responsibility to determine whether legal review of the work product is necessary prior to implementation.

Our fee for these services are:

- \$2,500 for the employee handbook
- \$140 per hour for HR consultant services

Our invoices for these fees, plus applicable state and local taxes, will be rendered upon completion of the project and are payable on presentation. Terms of payment for services are **net 10 days**. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed all tasks requested. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform (<https://www.claconnect.com/billpay>) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Limitation of remedies

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you or our reports. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced within twelve (12) months ("Limitation Period") after the date when we deliver our final work product under this agreement to you, regardless of whether any CLA party performs other services for you, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Other provisions

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services above, we will utilize the resources available at the entity to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the entity shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

You agree to indemnify CLA, its partners, principals, directors, officers, employees, and agents for claims asserted by a third party or governmental body for equitable relief, costs, expenses, attorney fees, or damages, and for any reasonable costs and expenses, including attorney fees, incurred by the indemnified party (who will have control of its own defense and the settlement of any asserted claim) defending against any such claim arising from or relating to the services performed by any CLA party.

If applicable, human resources practices and procedures will be suggested that are consistent with those normally utilized in an entity of your size and nature. Internal controls may be recommended relating to the safeguarding of the entity's assets.

The entity agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this engagement.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, by giving 30 days written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in accordance with the terms of this agreement.

Employment provision

In the event that a CLA employee is solicited to work in a position as an employee of the entity, and in the event that the CLA employee accepts the position of employment with the entity, the following conditions will apply:

1. CLA will require a four-week notice period subsequent to the employee's written notice to CLA, and

2. The entity will be required to pay an employment fee of \$50,000 for the CLA employee to CLA immediately upon receipt of this notice.

If any former CLA employee shall be hired as an employee within 60 days of leaving CLA, there shall be a refutable presumption that the CLA employee was solicited to work as an employee of the entity and the above fee shall be payable to CLA.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the signed copy to us.

Sincerely,



CliftonLarsonAllen LLP
Kim Orsolits, SPHR, SHRM-SCP
Principal
407-802-1263
kim.orsolits@CLAconnect.com

Enclosure

Response:

This letter correctly sets forth the understanding of ISD #361 International Falls Public Schools.

Authorized Signature: _____

Title: _____

Date: _____

Email: _____

Telephone: _____

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

***BEMIDJI STATE UNIVERSITY & FALLS HIGH SCHOOL
CONCURRENT ENROLLMENT AGREEMENT***

THIS CONCURRENT ENROLLMENT AGREEMENT, and amendments and supplements thereto, (hereinafter “contract”) is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities (hereinafter “MinnState”), on behalf of Bemidji State University (hereinafter “University”) and Falls High School (hereinafter “High School”).

Definitions:

Post-Secondary Enrollment Options Program or “PSEO”. The Post-Secondary Enrollment Options program is the program established by Minnesota Statutes Section 124D.09 to “promote rigorous educational pursuits and provide a wider variety of options for students.” Through PSEO, high school students may earn both secondary and post-secondary credit for college or university courses completed on a college or university campus, at a high school, or at another location.

PSEO Concurrent Enrollment Course. A PSEO concurrent enrollment course is a college or university course made available through the PSEO program, offered through a secondary school, and taught by a secondary teacher.

Falls High School and Bemidji State University wish to enter into this Agreement through their respective agents for the delivery of concurrent enrollment courses which the parties agree will be of mutual benefit;

NOW, THEREFORE, it is agreed:

I. DUTIES & RESPONSIBILITIES

A. Bemidji State University shall:

Provide appropriate registration, withdrawal, and drop-add information:

- Provide necessary College in the High School Student Admission and Registration forms.
- Provide necessary registration, withdrawal, and drop-add information for all concurrent enrollment courses.
- Assist Falls High School with administration of Accuplacer testing if requested.
- Maintain appropriate academic records documenting each concurrent enrollment course.
- Provide student orientation sessions, print and/or electronic materials information concerning academic and student support services available to all students at the University which also outlines BSU academic policies

and student responsibilities. (MinnState Policy Chapter 3.5.1 Part 3 Subpart A.)

Ensure that the BSU records office:

- Creates course lists and grade sheets.
- Makes appropriate record adjustments for students in accordance to Drop/Add and Withdrawal policies.
- Provides student transcripts upon receipt of written request.
- Maintains university course records for high school students, and awards University credit for successfully completed courses.

Ensure that each university faculty mentor:

- Initiates an orientation session with concurrent enrollment high school teachers prior to the start of any concurrent enrollment course offering.
- Collaborates with the high school concurrent enrollment teacher to clarify the approved university course outline and to create a course syllabus for the concurrent enrollment course.
- Provides current university information and/or exam copies of the text, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school teacher's use.
- Provides teachers who have taught the course previously with copies of new course outlines, new calendars, schedules or other information as courses change.
- Collaborates with high school concurrent enrollment teachers to assure that assessment meets academic department criteria.
- Visits the class at least once during the academic year to observe teaching and student response to instruction, meeting with the teacher after each classroom observation.
- Communicates regularly (face-to-face, on-line, by telephone, etc.) with the high school concurrent enrollment teacher and monitors assignments, exams, projects, student academic achievement, and instructional effectiveness to ensure that the course meets the learning outcomes contained in the course outline approved by the university and that the students are held to university-level standards.
- Arranges to serve as a guest lecturer during the semester if requested by the high school teacher.
- Reviews selected graded assignments, tests and papers.
- Extends to high school concurrent enrollment teachers, invitations to participate in appropriate campus-based faculty development activities. (MinnState Policy Chapter 3.5.1 Part 4 Subpart D Number 2).

B. Falls High School shall ensure the following program logistics:

- By May 1 of each year for Fall Semester and by December 1 of each year for Spring Semester, send a request for course offerings to the University's Center for Extended Learning.
- Within 5 days of the beginning of each course, provide the enrollment list for each concurrent enrollment course, to include the full name of each

student who plans to enroll in the course, with the understanding that in order to be listed, the student meets the criteria to be eligible for participation in a concurrent enrollment course (see “Student Qualifications” section). The high school shall be responsible for ensuring that the student meets the eligibility requirements for concurrent enrollment courses.

- In order to register for a course, all students must submit a signed/completed College in the High School Student Admission and Registration Form.
- Assist in student compliance with the Drop-Add and Withdrawal Policies (see “Other Provisions” section), sign off on forms as student advisor, and submit forms to the University’s Center for Extended Learning.
- To the extent possible, provide counseling services to students and their parents (or guardian) before students enroll in BSU College in the High School courses. This ensures that the student and their parents (or guardian) are fully aware of the risks and possible consequences of enrolling in concurrent enrollment courses.
- Work with University staff to schedule and administer the Accuplacer exam for students interested in concurrent enrollment courses prior to student admission and registration.
- Provide all textbooks and other instructional materials/equipment required for the course as determined by the sponsoring academic department and faculty mentor.

Ensure the following course scheduling requirements:

- The maximum enrollment of a concurrent enrollment course (concurrent enrollment students and non-concurrent enrollment students combined) must not exceed 25 without prior approval of the faculty mentor.
- Concurrent enrollment courses shall not simultaneously enroll concurrent enrollment and non-concurrent enrollment students except as follows:
 - A high school that wishes to have the University offer a PSEO concurrent enrollment course to its students, but cannot generate sufficient enrollment to offer that course only to concurrent enrollment students, may request approval for an exception from the University’s President, who shall approve or deny the request after the appropriate University consultation process (MinnState Policy Chapter 3.5.1, Part 4, Subpart H).
 - Enrollment of concurrent enrollment students in a course must be greater than the enrollment of non-concurrent enrollment students in the same class. (MinnState Policy Chapter 3.5.1 Part 4 Subpart H).
 - Students may choose to be non-current enrollment students and not receive university credit, even if they are eligible and qualify for the course.

Ensure that each high school concurrent enrollment teacher does the following:

- Uses the course syllabus for the concurrent enrollment course provided by the University.
- Provides the University faculty mentor with documentation that ensures each concurrent enrollment course is equivalent in content and rigor to the same course offered on campus. This documentation should include copies of quizzes, exams, and completed homework assignments that are examples of student A-level work, B-level work, and C-level work. A student's grade in a course is to be based on their academic performance on assignments and tests or other factors as mutually agreed upon by the high school teacher and faculty mentor and as stated in the syllabus. Testing should cover the full curriculum of the course.
- Assigns final, whole letter grades to each student on the class list. The completed grade sheet is to be signed and sent to the faculty mentor immediately after the semester ends.
- Attends a yearly orientation/faculty meeting at BSU to discuss issues, policies and procedures.
- Participates in University provided annual discipline specific professional development, as determined by the University faculty mentor and funded (in part) by BSU, with advanced approval.

II. OTHER PROVISIONS

The following is to be understood and agreed to by both the High School and the University.

Teacher Qualifications

- High school concurrent enrollment teachers must meet the education requirements for part-time faculty at Bemidji State University. High school concurrent enrollment teachers must have obtained a Master's degree in the area of instruction, or a Master's degree with 18 graduate semester credits which would apply to a major in the area of instruction.
- Falls High School shall forward a Concurrent Enrollment Teacher Data Form, copies of transcripts and corresponding resume of all proposed concurrent enrollment teachers to the University's Center for Extended Learning.
- Each high school teacher selected to teach a concurrent enrollment course requires the approval of the teacher's principal and of the University's sponsoring academic department. (per MinnState Policy Chapter 3.5.1, Part 4, Subpart E).

Student Requirements

- Eligible students are currently enrolled seniors in the top 50% of their class or score at or above the 50th percentile on a nationally standardized test (ACT or SAT) and currently enrolled juniors in the upper one third of their class or score at or above the 70th percentile on a nationally standardized test (ACT or SAT). Approval must be granted by a high school counselor and the instructor of each course prior to a determination of admission. (per MinnState Policy Chapter 3.5.1, Part 2, Subpart A)

Students must complete the College Board Accuplacer exam to be eligible for registration.

- Potential concurrent enrollment students must return to their high school counselor their completed College in the High School Student Admission and Registration Form.
- Potential concurrent enrollment students must indicate the courses in which they intend to enroll by way of the high school's designated registration system.
- The University's Drop-Add and Withdrawal Policy applies to enrolled concurrent enrollment students. It is understood that adjustments will be made to the student's record by the University's records office in accordance with the Drop/Add and Withdrawal policies outlined below. Students must notify their high school current enrollment teacher along with their high school counselor of their intent to drop or withdraw from a concurrent enrollment course. The high school current enrollment teacher or counselor must notify in writing the University's Center for Extended Learning of the student's request to drop or withdraw from the concurrent enrollment course.

Dropping and Adding a Course

Students may make a change(s) in their course schedules only through the fifth (5th) class day of the high school's calendar. Dropped classes do not appear on the student's transcript.

Withdrawal

The last date to withdraw from a course is up to 80% of the course meetings. Grades of "W" for withdrawal will be recorded on the student's official transcript. No course may be dropped during the 20% of the course meetings. Withdrawals that are not officially processed through the Extended Learning will be recorded on the student's permanent record with a grade of "F".

III. CONSIDERATION AND TERMS OF PAYMENT.

- A. Consideration for all service performed by Bemidji State University pursuant to this Agreement shall be paid by the high school as follows:

Falls High School agrees to pay the University \$2600 per concurrent enrollment course. With permission of the sponsoring BSU academic department, up to two sections of each course may be offered by the High School per semester. Proposed course offerings for the 2019-20 academic year include:

Fall Semester 2019

ECON 2100 Macroeconomics
ENGL 1151 Composition
MATH 1107 Introduction to Math Sciences
MATH 1470 Precalculus

Spring Semester 2020

BUAD 1100 Introduction to Business
ENGL 2152 Argument and Exposition
ENGL 2355 American Literature
MATH 1170 College Algebra
MATH 2471 Calculus I
POL 1200 Introduction to Political Science

- B. Terms of Payment. Payment shall be made by the high school within thirty (30) days after the University has presented invoices for services performed to the high school.
- IV. TERMS OF AGREEMENT. This agreement shall be effective July 1, 2019, or upon the date that the final required signature is obtained by the University, whichever occurs later, and shall remain in effect until June 30, 2020, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- V. CANCELLATION. This Agreement may be cancelled during its term only by mutual agreement between the High School and the University. In the event of such a cancellation, the University shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- VI. ASSIGNMENT. Neither the University nor the High School may assign or transfer any rights or obligations under this Agreement without the prior consent of the other part.
- VII. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
- VIII. LIABILITY. The High School agrees to indemnify and save and hold the University, its representatives and employees, harmless from any and all claims or cause of action arising from the performance of this contract by the High School or the High School's agents or employees. This clause shall not be construed to bar any legal remedies the high school may have for the University's failure to fulfill its obligations pursuant to this contract.
- IX. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. The High School agrees that in fulfilling the duties of this contract, the High School is responsible for complying with the applicable provisions of the American with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

X. GOVERNMENT DATA PRACTICES ACT. The High School must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this contract, and as it applies to all data, crated, collected, received, stored, used, maintained, or disseminated by the High School in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the High School or the University.

In the event the High School receives a request to release the data referred to in this Article, the High School, must immediately notify the University. The University will give the High School instructions concerning the release of the data to the requesting party before the data is released.

XII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

The University shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the University and its employees and contractors individually or jointly. Materials developed jointly between any University employee and/or contractor and any high school employee in the performance of its obligation under this contract shall be jointly owned by the University and the High School. Materials developed individually by any high school employee in performance of his/her duties under this contact shall belong to the High School; however, the University shall have a non-exclusive, unrestricted right to use such materials in the future. This provision shall not apply to materials developed by the High School, its contractors and/or employees, or those developed by the High School or any high school employee prior to the existence of this contract.

XIII. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the High School or its employees individually or jointly with others, or any subcontractors shall identify the University as the sponsoring agency and shall not be released prior to approval by the University's authorized representative.

XIV. CONTACT INFORMATION. The High School's authorized representative for the purpose of administration of this contract is:

Name: Tim Everson

Address: 1515 11th St, International Falls, MN 55649

Telephone: 218-283-2571, ext. 104

E-Mail: teverson@isd361.k12.mn.us

BSU's authorized representative for the purpose of administration of this contract is:

Name: Lynn Johnson, Extended Learning

Address: 1500 Birchmont Dr NE #4, Bemidji, MN 56601

Telephone: 218-755-2068

E-Mail: ljohnson@bemidjistate.edu

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

APPROVED:

FALLS HIGH SCHOOL

By _____
Superintendent

Dated: _____

BEMIDJI STATE UNIVERSITY

By _____
Associate Vice President, Academic Affairs

Dated: _____

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

**BOARD POLICY 613.5
Weighted Grades**

Adopted___ By Reference_____

Revised___ August 2019_____

I. PURPOSE

The purpose of this policy is to set forth guidelines for the weighting of grades in Board approved classes with grade levels 9 through 12.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to encourage our students to enroll in our most rigorous academic courses in order to maximize their preparation for post high school.

III. DEFINITIONS

- A. “AP Courses” means advanced placement classes taught on site with ISD #361 instructors.
- B. “C/E Courses” means concurrent enrollment classes taught on site with ISD #361 instructors.
- C. “Weighted Grade Courses” means classes designated by the School Board as having grades weighted.
- D. “Courses” means classes not receiving a weighted grade.
- E. “Formula” means the weight from a weighted course will be added to the GPA prior to averaging of the GPA.

IV. WEIGHTED GRADE QUALIFICATION:

In order to receive the additional weighted points a student must complete the course with a semester grade of “C” or higher.

V. QUALIFYING COURSES:

Weighted grades will be earned for the following courses:

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

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

VI. REQUIREMENTS:

- A. Any course offered on the master schedule cannot be taken as an independent study course and receive a weighted grade.
- B. Beginning with the 2014-15 school year, students enrolling for a portion of a weighted class will not receive a weighted grade.
- C. Honors classes from incoming transcripts will not carry a weighted grade.
- D. The District will not assign a weighting to any grade from a home-school or other educational institution.
- E. Incoming transcripts with weighted grades will have the grades changed to the regular grade.
- F. Grades would have 0.5 added to the given grade.

VII. CONSIDERATIONS:

- A. Graduation of 2014 and beyond will not have any designated Valedictorian or Salutatorian.
- B. Graduation of 2014 would have “Honors of Distinction” for students with a grade point average of 3.7 or above.
- C. Graduation of 2015 would have “Honors of Distinction” for students with a grade point average of 3.95 or above.
- D. Class rank will be cumulative. The rank will include all courses.

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

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

Adopted ___ By Reference ___

Revised ___ May 2017 ___

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used

for authorized recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

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

D. Directory Information

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

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

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

E. Education Records

1. What constitutes “education records.” Education records means those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record. The term “education records” does not include:
 - a. Records of instructional personnel which:
 - (1) are in the sole possession of the maker of the record; and
 - (2) are not accessible or revealed to any other individual except a substitute teacher; and
 - (3) are destroyed at the end of the school year.
 - b. Records of a law enforcement unit of the school district, provided educational education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c. Records relating to an individual, including a student, who is

employed by the school district which:

- (1) are made and maintained in the normal course of business;
- (2) relate exclusively to the individual in that individual's capacity as an employee; and
- (3) are not available for use for any other purpose.

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.

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

F. Eligible Student

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

G. Juvenile Justice System

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

H. Legitimate Educational Interest

"Legitimate educational interest" includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student,

student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

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

I. Parent

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

J. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other direct identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

K. Record

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

L. Responsible Authority

"Responsible authority" means ~~superintendent of schools~~ **Superintendent of Schools, Kevin Grover.** ~~or building principal.~~

M. Student

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

N. School Official

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

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

O. Summary Data

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

P. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of ~~20 U.S.C. §1232g~~ FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

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

B. Eligible Students

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

C. Disabled Students

The school district shall follow 34 C.F.R. §§ 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written **informed** consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. a specification of the records to be disclosed;
 - b. the purpose or purposes of the disclosure;
 - c. the party or class of parties to whom the disclosure may be made;
 - d. the consequences of giving informed consent; and
 - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. identifies and authenticates a particular person as the source of the electronic consent; and
 - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. in plain language;
 - b. dated;
 - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

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

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. [To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:](#)
 - a. [performs an institutional service or function for which the school district would otherwise use employees;](#)
 - b. [is under the direct control of the school district with respect to the use and maintenance of education records; and](#)

c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.

3. To officials of other schools, ~~or~~ school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (See [Section XIX.](#)), suspension and expulsion information pursuant to section ~~7165~~ 7917 of the federal ~~No Child Left Behind Act~~ **Every Student Succeeds Act** and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minn. Stat. § 260B.171, unless the data are required to be destroyed under Minn. Stat. § 120A.22, Subd. 7(c) or § 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with [Section XV.](#) of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

- a. determine eligibility for the aid;
- b. determine the amount of the aid;
- c. determine conditions for the aid; or
- d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

- a. before November 19, 1974, if the allowed reporting or disclosure

concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

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

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, and the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be returned or destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.
8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331 or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. -If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself.
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, **including the mental health**, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education –records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

- [13.](#) Information the school district has designated as “directory information” pursuant to [Section VII.](#) of this policy;
- [14.](#) To military recruiting officers [and post-secondary educational institutions](#) pursuant to [Section XI.](#) of this policy;
- [15.](#) To the parent of a student who is not an eligible student or to the student himself or herself;
- [16.](#) To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
- [17.](#) To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;~~or~~
- [18.](#) To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

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

request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individual need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian.;
20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minn. Stat. § 260B.171, Subd. 5. The principal must place the information in the student's educational education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member,

substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

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

21. ~~[Information provided to the school district concerning sex offenders and other individuals required to register in accordance with the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14071, and applicable federal guidelines.](#)~~

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

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in section 450b of Title 25), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives

shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent’s or eligible student’s right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

- c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

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

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district, in writing, that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in [Section VI.](#) of this policy.
3. [A parent or eligible student may not opt out of the directory information disclosures to:](#)
 - a. [prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or](#)
 - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. [The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.](#)

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in [Section VI](#) of this policy, without the prior written consent of the parent or the eligible student. [The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.](#)

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to

explain the reasons for and understand the consequences of the request to deny access;

- b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental, or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. § 626.556, **written copies of** reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

Regardless of whether a written report is made under Minn. Stat. § 626.556, Subd. 7, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

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

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minn. Stat. § 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
 - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
 - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with

the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

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

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

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

A. The School District will release the names, addresses, and home telephone numbers of ~~secondary~~ students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data ~~to military recruiters~~ pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the building principal in writing by September 30 each year. The written request must include the following information:

1. Name of student and parent, as appropriate;
2. Home address;
3. Student's grade level;
4. School presently attended by student;
5. Parent's legal relationship to student, if applicable;
6. Specific category or categories of information which are not to be released

to military [recruiting officers](#); and [post-secondary educational institutions](#); [and](#)

7. Specific category or categories of information which are not to be released to the public, including military [recruiting officers and post-secondary educational institutions](#).
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of [secondary students in grades 11 and 12](#) without prior consent.
 - E. A parent or eligible student's refusal to release the above information to military recruiting officers [and post-secondary educational institutions](#) does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers [and post-secondary educational institutions](#). In order to make any directory information about a student private, the procedures contained in [Section VII](#) of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers [and post-secondary educational institutions](#).

XII. LIMITS ON REDISCLOSURE

- A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.
- B. Redisclosure Not Prohibited
 1. Subdivision A. of this section does not [prevent](#) the school district from disclosing personally identifiable information under [Section VI](#) of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a. The disclosures meet the requirements of [Section VI](#) of this policy; and
 - b. The school district has complied with the record-keeping requirements of [Section XIII](#) of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena, ~~or to parents of dependent students.~~

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

C. Classification of Disclosed Data

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

D. Notification

The school district shall, ~~inform the party to whom a disclosure is made of the requirements set forth in this section~~, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, ~~or disclosures to a parent or student, or disclosures to parents of a dependent student, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071, the school district shall~~. In the event that the Family Policy Compliance Office determines that a ~~state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31 (a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31 (a)(3), or a third party outside of the school district~~ improperly rediscloses personally identifiable information from education records, ~~the educational agency or fails to provide notification required under this section of this policy, the school district institution~~ may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

records.

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

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

may disclose the information on behalf of the school district;

~~and~~

b. the legitimate interests under [Section VI.](#) of this policy which each of the additional parties has in requesting or obtaining the information; ~~and~~

~~and~~

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

3. ~~Section XIII.E.1.3.—Paragraph (1) of Record Keeping~~ does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under ~~Section VI.Paragraph B.1.~~ of this policy, to requests for disclosures of directory information under [Section VII.](#) of this policy, or to a party seeking or receiving the records as directed by a Federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed [or as directed by an ex parte court order obtained by the United States Attorney General \(or designee not lower than an Assistant Attorney General\) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b\(g\)\(5\)\(B\) or an act of domestic or international terrorism.](#)

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

4. The record of requests of disclosures may be inspected by:

a. the parent of the student or the eligible student;

b. the school official or his or her assistants who are responsible for the custody of the records; and

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

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b. the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested, or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a. the cost of materials, including paper, used to provide the copies;
 - b. the cost of the labor required to prepare the copies;
 - c. any schedule of standard copying charges established by the school district in its normal course of operations;
 - d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

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

B. Right to a Hearing

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

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records

of the student accordingly and so inform the parent of the student or the eligible student in writing.

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

C. Conduct of Hearing

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

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of ~~the~~ Minn. Stat. Ch. 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

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

XVII. COMPLAINTS FOR NONCOMPLIANCE

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by ~~20 U.S.C. §1232g~~ FERPA, and the rules promulgated thereunder, shall be submitted in writing to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202-4605.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of ~~20 U.S.C. §1232g~~ FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to ~~20 U.S.C. §1232g~~ FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other

rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of [20 U.S.C. §1232g FERPA](#), and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll [or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include](#) suspension and expulsion records pursuant to the federal ~~No-Child-Left-Behind-Act~~ [Every Student Succeeds Act](#) and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. [Ch. 14 \(Administrative Procedures Act§ 120A.22 \(Compulsory Instruction\)](#))
[Minn. Stat. § 120A.22 \(Compulsory Instruction\)](#)

[Minn. Stat. § 121A.40-121A.56 \(The Pupil Fair Dismissal Act\)](#)
Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
~~[Minn. Stat. § 121A.40-121A.56 \(The Pupil Fair Dismissal Act\)](#)~~
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Rules Parts 1205.0100-1205.2000 ([Data Practices](#))
[10 U.S.C. § 503\(b\) and \(c\) \(Enlistments: Recruiting Campaigns; Compilation of Directory Information\)](#)
[18 U.S.C. § 2331 \(Definitions\)](#)
[18 U.S.C. § 2332b \(Acts of Terrorism Transcending National Boundaries\)](#)
20 U.S.C. ~~§~~1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (~~No Child Left Behind~~ **Every Student Succeeds Act**)
[20 U.S.C. § 7908 \(Armed Forces Recruiting Information\)](#)
26 U.S.C. ~~§§~~151 and 152 (Internal Revenue Code)
~~[42 U.S.C. § 14071 \(Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program\)](#)~~
34 C.F.R. ~~§§~~99.1-99.67 ([Family Educational Rights and Privacy](#))
34 C.F.R. § 300.610-300.627 ([Confidentiality of Information](#))
42 C.F.R. § 2.1 *et seq.* ([Confidentiality of Drug Abuse Patient Records](#))
[Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 \(2002\)](#)

~~“No Child Left Behind Act of 2001,” P.L. 107-110~~

Cross References:

[MSBA/MASA Model Policy 414 \(Mandated Reporting of Child Neglect or Physical or Sexual Abuse\)](#)
[MSBA/MASA Model Policy 417 \(Chemical Use and Abuse\)](#)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Videotaping on School Buses)
[MSBA/MASA Model Policy 906 \(Community Notification of Predatory Offenders\)](#)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

PUBLIC NOTICE

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

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

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

- e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student’s enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to ~~section 7165~~ 20 U.S.C. § 7917, part of the federal ~~No Child Left Behind Act~~ Every Student Succeeds Act *[insert the following bracketed phrase if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* [and data regarding a student’s history of violent behavior,] and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;
- f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g and the rules promulgated thereunder. The name and address of the office that administers the Family Education Rights and Privacy Act is:

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

[optional]

- g. That the parent or eligible student has a right to obtain a copy of the school district’s policy regarding the protection and privacy of pupil records; and

[optional]

- h. That copies of the school district’s policy regarding the protection and privacy of school records are located at 1515 11th Street, International Falls, MN 56649.

[optional]

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

"Directory information" includes the following information relating to a student: the student's name; address; telephone number; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" also includes the name, address, and telephone number of the student's parent(s). "Directory information" does not include a student's social security number or a student's identification number ("ID") if the ID may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number, password, or other factor known or possessed only by the authorized user. It also does not include identifying information on a student's religion, race, color, social position, or nationality.

[Note: The definition of directory information is found on page 515-2 of the school district's policy. This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to include some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality.

A school district also may specify in this section that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

~~*This is an important policy decision for the local school board which must balance student privacy rights against public disclosure.]*~~

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

- (3) **SCHOOL PRESENTLY ATTENDED BY STUDENT;**
 - (4) **PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**
 - (5) **SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.**
5. Pursuant to applicable law, Independent School District No. **361** hereby gives notice to parents of students and eligible students in grades 11 and 12 of their rights regarding release of information to military recruiting officers and post-secondary educational institutions. The school district must release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

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

IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION WITHOUT PRIOR CONSENT, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY, **SUPERINTENDENT OF SCHOOLS, BY **SEPTEMBER 30** EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:**

- (1) **NAME OF STUDENT AND PARENT, AS APPROPRIATE;**
- (2) **HOME ADDRESS;**
- (3) **STUDENT'S GRADE LEVEL;**
- (4) **SCHOOL PRESENTLY ATTENDED BY STUDENT;**
- (5) **PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;**

- (6) **SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH ARE NOT TO BE RELEASED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT;**
- (7) **SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.**

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

INDEPENDENT SCHOOL DISTRICT NO. _____
 _____, MINNESOTA

Dated: _____

 Chair

~~[Note: The use of this form is not mandated by statute. However, the juvenile justice system is required by law to submit a written request for such data and to provide a written certification concerning nondisclosure to others without consent as provided below. In addition, the school district is required to maintain such requests and a record of any release in the student's file.]~~

**JUVENILE JUSTICE SYSTEM
REQUEST FOR INFORMATION**

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

DATE/TIME OF REQUEST: _____

TO: _____
(Superintendent of school district or chief administrative officer of school)

FROM: _____
(Requester's name/agency)

STUDENT: _____

BASIS FOR REQUEST:

_____ Juvenile delinquency investigation/prosecution

_____ Child protection assessment/investigation

_____ Investigation/filing of CHIPS or delinquency petition

RESPONSE TO REQUEST:

The school must provide the following information on request:

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

_____ Student's full name _____

_____ Home address _____

_____ Telephone number _____

_____ Date of birth _____

_____ Student's school schedule _____

~~_____ Attendance record _____~~

~~_____ Photographs, if any; and _____~~

~~_____ Parents' names, home addresses, and _____
_____ telephone numbers _____~~

~~A record of the written request and of the release must be maintained in the student's file.~~

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

~~_____

_____ Signature/Title _____~~

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

**JUVENILE JUSTICE SYSTEM
REQUEST FOR INFORMATION**

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

DATE/TIME OF REQUEST: _____

TO: _____
(Superintendent of school district or chief administrative officer of school)

FROM: _____
(Requester's name/agency)

STUDENT: _____

BASIS FOR REQUEST:

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

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

RESPONSE TO REQUEST:

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

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

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

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

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

Signature/Title

[Note: A principal or chief administrative officer of a school who receives such a request to disclose information about a student to the juvenile justice system shall, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information before disclosing the information. If the student's parent or guardian notifies the principal or chief administrative officer within ten (10) days of receiving the certified notice that the parent or guardian objects to the disclosure, the principal or chief administrative officer must not disclose the information. The principal or chief administrative officer must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the principal or chief administrative officer must respond to the data request.]

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

**BOARD POLICY 623
Mandatory Summer School Instruction**

Adopted ___ By Reference ___

Revised ___ May 2017 _____

I. PURPOSE

The purpose of this policy is to establish program parameters and student attendance guidelines and requirements for the school district relating to the provision of mandatory summer school educational services.

II. GENERAL STATEMENT OF POLICY

Summer school educational services and instruction shall be directed toward the fulfillment of the goals and objectives of the educational program and graduation standards of the school district.

III. PROCEDURES

A. The school district may offer summer school instruction providing opportunities for:

[Note: The following are for illustrative purposes. Summer school instructional offerings are a policy decision to be determined by the local school board.]

1. Remedial instruction at the **Junior High** level(s);
2. Make-up **for credit and review courses** at the **Senior High** level(s);
3. Special education instruction and services related to mandatory summer school instruction consistent with applicable state and federal authority for all qualified disabled children where appropriate to their educational needs;

- 4. Reading intervention programs or instruction for students who are at risk of not learning to read before the end of second grade; and**
 - 5. Other mandatory summer school programs as determined by the school district.**
- B. All services of the summer school program will be free to residents of the school district whose need for a summer program has been identified by teachers or the school principal and who are required to attend pursuant to established school district criteria and the provisions of this policy.
- C. The summer school curriculum will be established in line with the needs of students and in accordance with rules of the Department of Education. Remedial, make-up, and review courses shall provide opportunities for students to qualify for promotion and/or credit in areas and subjects where previous work has not met promotion/credit standards. It shall further be designed to assist students who have not passed one or more basic requirements tests and who are in need of remediation services relating to the school district's graduation standards or who have been identified as at risk of not learning to read before the end of second grade.
- D. Summer school provides the opportunity for students to improve basic skills, further their academic progress, and/or accelerate in designated academic areas. ~~It is~~ The intent of the school district to ensure that courses taught during the summer session are of the same level of instructional breadth and difficulty as provided during the regular school year.

IV. MANDATORY SUMMER SCHOOL INSTRUCTION

[Note: The Compulsory Instruction Law at Minn. Stat. § 120A.22, Subd. 5, specifically authorizes school districts to require children subject to compulsory instruction to attend summer school. Each school district that wishes to implement mandatory summer school instruction must establish the criteria and standards for determining which students will be required to receive such instruction. These criteria should be developed and determined by the school board in consultation with appropriate educational professionals. The final criteria and standards should be provided with specificity in this section. These criteria are within the discretion of the school board and may be tailored to a school district's particular needs and resources. They may be aimed at certain grade levels, academic areas and programs, or at students in need of remediation services relating to the school district's graduation standards and basic requirements testing.]

[Also, pursuant to Minn. Stat. § 120B.12, as of the 2011-2012 school year, school districts must identify, before the end of kindergarten, grade 1, and grade 2, students who are not reading at grade level before the end of the current school year. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. School districts must also monitor the progress and provide reading

instruction appropriate to the specific needs of English learners. School districts must use a locally adopted, developmentally appropriate, and culturally responsive assessment. School districts are required to provide reading intervention methods for such students, which may include requiring student attendance in summer school.]

[Alternative]

The school board will direct the administration to identify and develop specific criteria and standards for determining which students must receive summer school instruction. These will be provided to the school board for review and approval on no less than an annual basis. Following school board approval, the criteria and standards for mandatory summer school instruction will be included in this policy as Attachment A and incorporated herein by reference.

V. TRANSPORTATION SERVICES

- A. The school district shall make available transportation services for all students required to receive instruction in the school district's summer school program in accordance with Minn. Stat. §120A.22, Subd. 5(b). The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.
- B. The school board shall retain sole discretion, control, and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

VI. SCHOOL BOARD REVIEW

The superintendent or designated representative shall report at least annually to the school board regarding the status and utilization of programs under this policy. All summer school programs will be subject to annual review and approval by the school board.

- Legal References:** ~~Minn. Rules Part 3501~~
Minn. Stat. § 120A.20 (Admission to Public School)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.12 (Reading ~~Intervention~~ Proficiently no Later than the End of Grade 3)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
~~Minn. Stat. § 123B.88 (Independent School Districts; Transportation)~~
~~Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)~~
Minn. Rules Part 3501 (Graduation Standards)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 707 (Transportation of Public School
Students)

~~INTERNATIONAL FALL PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT #361~~

BOARD POLICY	623 – Attachment A
SERIES: 600	Education Programs
SUBJECT: Mandatory Summer School Instruction	
ADOPTED: By reference	
REVISED: 2002 (Attachment A on 5/12/04)	Page 1 of 4

~~Transition Procedure: Beginning with the 2004-2005 school year, 7th and 8th grade students failing a semester of the core classes will be required to make up that semester in summer school or will not be allowed to advance to the next level. Those failing a full year will repeat that class. Beginning with the 2005-2006 school year, if a 7th or 8th grade student fails three out of four of their core classes, they must repeat that grade.~~

~~By Board resolution on May 12, 2004.~~

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

**BOARD POLICY 701
Establishment and Adoption of School District Budget**

Adopted ___ By Reference ___

Revised ___ May 2017 ___

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

~~It is~~ The policy of ~~this~~ the school district ~~is~~ to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENT

- A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The School District must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minn. State. §123B.76.

- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. ~~These budgets, reports of revenue, expenditures, and fund balances must be published in a newspaper of general circulation in the school district.~~ A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other information required by Minn. Stat. § 123B.10.
- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.
- ~~G. The school district must also include the budget information specified in Paragraph III.D above in the materials provided as part of its truth in taxation hearing.~~

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting

Standards for Minnesota School Districts (UFARS).

- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)
~~Minn. Stat. § 126C.23 (Allocation of General Education Revenue)~~
~~Minn. Stat. § 275.065 (Truth in Taxation; Proposed Property Taxes; Notice)~~

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA Service Manual, Chapter 7, Education Funding

RESOLUTION FOR ACCEPTANCE OF GIFTS AND DONATIONS

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

Whereas, the International Falls School District Board encourages the support of the District’s educational programs through gifts or donations that meet the goals and objectives of the School District;

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

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

District donations received:

In Memory of Adeline Haglund to ISD #361

Scott and Cathy Readman \$25.00

In Memory of Adeline Haglund to Bronco Hall Of Fame

Jeff and Marg Veeder \$25.00

Sandra LaVigne \$20.00

Jay and Pam Lofgren \$25.00

Andrew and Brittany Eldien \$30.00

Stuart and Susan Nordquist \$30.00

Jerry and Patty Bolstad \$50.00

Kipp and Diane Raboin \$20.00

Pat Debenedet \$30.00

Janet Arai \$50.00

Darnel Thompson \$25.00

Miscellaneous Cash Donations \$770.00

American Heart Association- Kids Heart Challenge at FES \$300.00

In Memory of Larry Ross from Larry Ross family to Arena Larry Ross’s skates and shin pads.

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

The following voted in favor:

Voting against:

Whereupon, the resolution was declared adopted.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 361

AND

EDUCATION MINNESOTA EDUCATIONAL SUPPORT PARAPROFESSIONALS



JULY 1, 2019 TO JUNE 30, 2021

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ARTICLE I: PURPOSE

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

ARTICLE II: RECOGNITION OF EXCLUSIVE REPRESENTATIVE

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

ARTICLE III: DEFINITIONS

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

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

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

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

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

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

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

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

SECTION 8. PART TIME EMPLOYEE: Any Educational Support Professional who regularly works less than seven (7) hours per day for an entire school year.

SECTION 9. SCHOOL YEAR: The students’ regularly scheduled school year.

SECTION 10. POSITION: The posted job inclusive of all hours and assignments.

ARTICLE IV: SCHOOL BOARD RIGHTS AND OBLIGATIONS

SECTION 1. INHERENT MANAGERIAL RIGHTS: The Union recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and assignment and number of personnel.

SECTION 2. MANAGEMENT RESPONSIBILITIES: The Union recognizes that the School Board has the right and obligation to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

SECTION 3. EFFECT OF LAWS, RULES, AND REGULATIONS: The Union recognizes that all educational support professionals covered by this Agreement shall perform the services prescribed by the School Board and shall be governed by the laws of the State of Minnesota, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the School District. The Union also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement. The Union also recognizes that the School Board and all educational support professionals covered by this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

SECTION 4. RESERVATION OF MANAGERIAL RIGHTS: The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in the Agreement are reserved to the School Board.

SECTION 5. HEALTH AND SAFETY: The School Board shall abide by all state and federal health and safety regulations applicable to School Districts.

SECTION 6. FAIR PRACTICES: In accordance with School Board policy, no person or persons, department or division responsible to the School Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, or marital status.

SECTION 7. USE OF VOLUNTEERS: Nothing in this contract shall prevent the School Board from using volunteers.

ARTICLE V: EDUCATIONAL SUPPORT PROFESSIONAL RIGHTS

SECTION 1. RIGHT TO VIEWS: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any public employee or the employee's representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Union.

SECTION 2. RIGHT TO JOIN: Pursuant to P.E.L.R.A. employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations.

SECTION 3. REQUEST FOR DUES CHECK OFF: Educational Support Professionals shall have the right to request and be allowed dues check off for the International Falls Federation of Educational Support Professionals. Upon receipt of a properly executed authorization of the ESP involved, the School District will deduct from the ESP's paycheck the monthly dues. Such authorization shall continue in effect from year to year unless revoked in writing prior to October 1st to the business office by the participant. The deduction will begin annually on the first pay period on or after October 15th (applies to current and new members)The Union shall advise the business office of any change in the dues rate each year.

SECTION 4. FAIR SHARE FEE: Any Educational Support Professional included in the appropriate unit who is not a member of the Union may be required by the Union to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any ESP shall be deducted from employee earnings and remitted in accordance with P.E.L.R.A. The Union hereby warrants and covenants that it will defend, indemnify and save the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability liquidated or unliquidated, which any educational support professional may have to claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Union as provided herein.

ARTICLE VI: BASIC SCHEDULES AND RATES OF PAY

SECTION 1. RATES OF PAY:

Subd. 1. Salary Schedules. The wages and salaries reflected in Schedule A for 2019 - 20, Schedule B for 2020 - 21 attached hereto, shall be a part of this Agreement.

Subd. 2. During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an Educational Support Professional shall be compensated according to this agreement until a successor Agreement is entered into. Pay shall be retroactive from the date of salary settlement.

Subd. 3. Subbing. An ESP II subbing for an ESP I shall receive their regular rate of pay for the time of the subbing. An employee on lay off, when offered temporary employment within the same classification, shall receive their regular rate of pay.

Subd. 4. Field Trips. Paraprofessionals assigned to accompany their students on field trips shall receive hourly pay for field trips that occur outside their regularly scheduled duty day in accord with the following:

- All day field trips for hours beyond normal assigned time: ESP's current rate of pay.
- Overnight field trips: ESP's current rate of pay for all hours per scheduled field trip day (i.e. start of student's day until student's scheduled bed time)

When two or more Paraprofessionals assigned to a single student desire to fill the field trip assignment, seniority shall be used to determine the assignment.

SECTION 2. CLASSIFICATION DESCRIPTIONS:

Educational Support Professional I (Monitor): Educational Support Professional whose position is not defined to provide direct instructional support, or to provide direct student support as required by an IEP and who performs the majority of their service without direct supervision of a teacher. (Educational Support Professionals assigned to drive a van and/or ride in a bus or van shall receive this pay classification for the period of time assigned to this duty

Educational Support Professionals II (Paraprofessional): Education Support Professional providing instructional support for students under direct supervision of a teacher for the majority of their assignment.

Educational Support Professional III: Indian Education Support Professionals (Current Indian Education employee's brought into the bargaining unit for the 2009 – 2010 school year) will have initial placement on the salary schedule reflective of the number of years they have worked for the district at the current capacity. Seniority within this classification will be based on years of service for the district in current or like position, but overall union seniority will be based on actual years in the union.

SECTION 3. SALARY SCHEDULE PLACEMENT:

Subd. 1. The School Board shall determine the placement of all new ESPs on the salary schedule and may allow a maximum of two years for experience outside the School District.

Subd. 2. Placement on the salary schedule shall be done on the basis of years of service. Any new employee hired prior to December 1 will be given credit for one year of service.

Subd. 3. Advancement on the salary schedule shall take place once a year on July 1.

SECTION 4. HIGHLY QUALIFIED REQUIREMENT: Paraprofessionals are required to pass the ParaPro Assessment or provide the district with verification of at minimum an Associate of Arts degree or 60+ credits, so that they meet the requirements of being highly qualified. Paraprofessionals who need to take the ParaPro Assessment will be responsible to schedule his/her initial test within four (4) weeks of employment. It is agreed that members would be allowed two (2) testing opportunities to achieve a passing score. Tests would be scheduled a minimum of six (6) weeks apart and a maximum of twelve (12) weeks with the union member responsible for the purchase price of the examination. District will reimburse the employee the cost of the initial examination within 30 days of the last day of school in the school year in which the test was taken. A reimbursement voucher must be submitted by the last day of school. Failure for a Paraprofessional to demonstrate proficiency will be grounds for dismissal.

ARTICLE VII: POST EMPLOYMENT COMPENSATION

SECTION 1. 403(B) MATCH PROGRAM: An Educational Support Professional will receive an annual monetary contribution to a 403(b) deferred compensation fund from the School District according to the

schedule below provided the ESP contributes a like amount of money. An ESP is eligible to receive the School District's contribution beyond twenty-five (25) years provided they do not exceed the School District's maximum. Upon receiving the maximum \$14,000 the School District's contributions shall cease.

Effective July 1, 2004, the School District's contribution will be according to the following schedule:

<u>YEARS OF SERVICE TO THE DISTRICT</u>	<u>DISTRICT CONTRIBUTION</u>
0-3 Years:	\$0 (must qualify)
4-10 Years:	\$450
11-20 Years:	\$600
21-25 Years:	\$850

SECTION 2: HEALTH CARE SAVINGS PLAN:

Subd. 1. Employees who are covered by this agreement and have provided the District with five (5) years of continuous service shall be eligible for post-employment benefits to be contributed to the employee's health care savings plan (HCSP) administered by the Minnesota State Retirement System (MSRS).

- A. District Contribution: At the end of five (5) years of continuous employment, the District will contribute the product of 50% of the accumulated sick leave times his/her rate of pay for the current year. The remaining 50% will be placed into a Reserve Bank.
- B. Contribution Intervals: The above contribution will occur after every five (5) years of employment or severance from the District of an ESP with five or more years of service.
- C. Time of Contribution: The calculated value of contribution will be placed in the employee's HCSP by June 30th for continuing employees or within 30 days of severance for employee's severing service.
- D. Bonus Contribution: Employees with fifteen (15) or more years of service to the District in an ESP position(s) and who qualify for a PERA annuity shall at the time of retirement have an additional contribution of the product of 50% of the Reserve Bank times current rate of pay contributed to employee's HCSP. Bonus contribution will be paid as per Time of Contribution, Subd. 1-C.

- E. Implementation: Any employee with five (5) or more years of service in an ESP position at the conclusion of the 2017 – 2018 school year will have initial payment made into employee’s HCSP by June 30th.
- F. Death of Qualifying Employee:
 - 1. Employee qualified, but had not severed service: The total value owed would be paid to the employee’s estate within thirty (30) days following the death of the employee.
 - 2. Employee qualified and severed service, but had not received full payment into HCSP: The remaining amount owed to employee would be paid in a lump sum to employee’s estate within thirty (30) days following the death of the employee.

**Hypothetical Example attached in Appendix A

ARTICLE VIII: GROUP INSURANCE

SECTION 1. LIFE INSURANCE BENEFITS:

Subd. 1. Each ESP shall receive \$50,000 term-life insurance. Per Madison National Life (National Insurance Services) the amount of Basic and Optional Life Insurance reduces to 65% of stated coverage upon attainment of age 70, reduces to 40% of stated coverage upon attainment of age 75 and reduces to 25% of stated coverage upon attainment of age 80 and terminates upon retirement. Additional insurance may be purchased at the employee’s own expense as stipulated in the insurance policy.

SECTION 2. HEALTH INSURANCE:

Subd. 1. The District will contribute \$495.00 per month toward the cost of a single or family premium for health insurance for an ESP who works thirty (30) or more hours per normal week. ESP’s who work under thirty (30) hours per week may participate in the district’s health insurance program and will receive a prorated District premium contribution on the basis of hours worked (i.e. #hours worked /7). Health insurance contributions will be for twelve months.

Subd. 2. All ESP employees shall have the right to participate in the District’s 125 flexible benefit plan.

SECTION 3. POST EMPLOYMENT HEALTH INSURANCE: ESP who retires and is eligible to receive annuity payments from a Minnesota Public Pension Plan, and who has provided the District with ten (10) years of professional service, may continue coverage under the District’s medical insurance plan at the employee’s own expense. The employee may elect either single or family coverage. Upon the death of the employee, any family members covered by the medical insurance plan at the time of the employee’s death may continue coverage at their own expense.

An employee who becomes permanently disabled and discontinues service to the District may continue coverage under the District's medical insurance plan at the employee's own expense. The employee may elect either single or family coverage.

Employee's spouse and dependents shall be able to continue in the District's medical insurance program, at their own expense, as such continued participation is allowed under law and State and Federal rule.

When an employee or dependent spouse covered under the District's medical insurance becomes eligible for Federal Medicare or other similar medical coverage, the employee or dependent spouse shall be able to continue in the District's medical insurance program, at their own expense, as such continued participation is allowed under law and State and Federal rule.

ARTICLE IX: LEAVES AND ABSENCES

SECTION 1. JURY DUTY: Educational Support Professionals serving jury duty will be paid an amount which together with salary received for jury duty would equal their regular wage.

SECTION 2. GENERAL LEAVES OF ABSENCE: An ESP may request in writing, a leave of absence for up to one calendar year without pay or benefits for the following reasons: education, health, child care, maternity, funeral, or other reasons as may be approved by the School Board. The ESP must notify the district in writing of their intent to return for employment the following school year no later than February 1 of the year of leave.

Subd. 1. The Superintendent may grant leave without pay up to ten (10) days for ESP emergency health purposes or emergency purpose, which do not include leave without pay for vacation or recreation purposes. All requests for ESP emergency health leaves shall have a Doctor's statement. All other requests over ten (10) days must be made to the School Board in a timely fashion to insure that arrangements can be made for a replacement.

Subd. 2. The ESP will be reinstated to his/her position of like status and pay at the end of the leave of absence. If that position does not exist, the ESP may exert his/her rights under the seniority system.

Subd. 3. The School Board may adjust the beginning and ending dates of any leave of absence to conform to specific dates within the school calendar.

Subd. 4. The School Board reserves the right to deny any request for a leave of absence.

SECTION 3. EMPLOYMENT LEAVE: ESP's must have three (3) years of experience within the ESP ranks for the District to be eligible for employment leave. An ESP may apply in writing no later than August 1, to the School Board for a one (1) year leave of absence without pay or benefits for the upcoming school year to pursue employment outside the District. The employee must notify the District in writing of their intent to return for employment the following school year no later than February 1 of the year of employment leave. The employee is guaranteed former position assuming exact position remains and if not is guaranteed employment based on seniority through bump meeting. An ESP who returns from

employment leave must work for the District for three (3) years before becoming eligible for employment leave again.

SECTION 4. SICK LEAVE:

Subd. 1. Each Educational Support Professional shall receive sick leave at the rate of .0575 hour per hour worked. Sick leave will be credited by the District on the first day of school each year based on total projected hours of employee's assigned position and updated as assignments change. Any overpayment of sick leave paid upon termination of service prior to the end of the service year shall be deducted from the last paycheck owed the employee. In the event last paycheck is less than amount owed, District will seek collection through other means. Said leave may be for the employee or his/her immediate family. Immediate family is defined as the employee's or employee's spouse's: spouse, children, parents, brother, sister, grandparents, grandchildren, and step relationships of the same and dependent minor or adult for whom the employee provides physical custodial care. Leave for immediate family shall be limited to 160 hours per school year as defined in Statute MN181.9413.

The School Board may require an employee to furnish a medical certificate from the school health officer or from a Licensed Practitioner of the Healing Arts as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. Sick leave use of 3 consecutive school days or more will require a note from licensed Practitioner of the Healing Arts

Subd. 2. Reserve Bank. Reserve bank time can be accessed for events that qualify for sick leave, Workers Compensation, MN Parenting Leave Law, and funeral leave if other sick leave days are depleted. Reserve Bank can be accessed at any time if accumulated sick leave days are exhausted and the event fits criteria outlined in Reserve Bank.

SECTION 5. BEREAVEMENT LEAVE: Leave for each death in the immediate family as defined in Section 4 is five (5) times the ESP's number of assigned daily hours with travel or three (3) times the ESP's number of assigned daily hours without travel. Bereavement leave for an employee's life partner or life partner's relations as outlined in Section 4 will be allowed upon submitting evidence to Superintendent of being with the life partner for seven (7) or more years. Any additional leave for death in the family must be approved by the Superintendent. Bereavement leave shall be deducted from sick leave. Bereavement leave for individuals not defined in Section 4 shall be allowed without pay upon prior approval from the Superintendent of Schools. Request shall be made in writing with two (2) days advance notice.

SECTION 6. OTHER LEAVE: Each ESP shall receive .029 hour per hour worked of "other" leave with pay per full year to be used during the school year. Other leave will be credited by the District on the first day of school each year based on total projected hours of employee's assigned position and updated as assignments change. Other Leave will be calculated using 174 student contact days unless the school calendar were to change in excess of ten (10) student contact days (range in which no recalculation would be allowed is 184 – 164). Any decimal on total hours received will be rounded to the nearest half hour. Any overpayment of other leave paid upon termination of service prior to the end of the service year shall be repaid by the employee. At the end of each school year the employee may carryover a

maximum of 8 hours “other” leave in their “other” leave account to a maximum of six (6) times their assigned number of daily hours inclusive of the new allotment of hours. The balance of the unused “other” leave will be transferred into his/her sick leave account. Other leave shall be taken only with prior approval of the ESP’s building Principal.

SECTION 7. FAMILY MEDICAL LEAVE ACT: All leaves in this agreement which qualify as leave under Family Medical Leave Act (FMLA) shall be considered to run concurrently with eligible leave as prescribed by the FMLA. Sick leave will be exhausted, followed by other leave, and finally unpaid time for a maximum of 12 weeks.

SECTION 8. UNION LEAVE: A maximum of twelve (12) days per year of paid union leave will be granted to officers or designated representatives of Local 4798 for union related activities. The district will pay the Union member’s daily wage with the Union paying any incurred cost for substitutes. Union Representatives shall not lose sick leave or other leave days.

SECTION 9. CONFERENCE AND ACTIVITY LEAVE: Each ESP is entitled to take up to sixteen (16) hours of unpaid leave per year to attend their child’s(ren’s) school conferences, school-related activities, child care, or other early childhood program.

SECTION 10. WORKER’S COMPENSATION LEAVE: Pursuant to M.S. Chapter 175, an Educational Support Professional injured on the job in the service of the District and collecting workers’ compensation insurance, shall draw sick leave and receive full salary from the District, the salary to be reduced by the amount equal to the insurance payments paid or payable and only that fraction of the days not covered by insurance will be deducted from accrued sick leave.

SECTION 11. SICK LEAVE POOL: The District and the exclusive representative agree to establish a sick leave pool for those extreme medical situations when ESP’s have exhausted their sick leave. The exclusive representative will call for a donation to a pool based on an ESP’s request due to an extreme illness/accident. This pool will be administered by the exclusive representative. Each ESP may elect to donate up to eight (8) hours sick leave to the sick leave pool per occurrence; however the number of sick leave hours in the pool shall not be greater than the number of full time equivalent ESP’s employed by the District times eight (8). The pool will be reduced to zero on the last ESP duty day of each school year by throwing out any remaining days and starting over when an eligible request is received.

Sick leave donations would not allow an ESP to be absent longer than 12 weeks for an FMLA qualifying event without the Superintendents approval.

ARTICLE X: HOURS OF SERVICE

SECTION 1. BASIC WORK YEAR: The work year shall be prescribed by the School Board or its designee for ESPs.

Subd. 1. The work year will normally be those days that students are in school but may vary according to the needs of the School District.

Subd. 2. The yearly schedule may be modified, shortened or lengthened at the discretion of the Board. ESPs will only be paid for actual hours worked.

Subd. 3. Any work that is during the summer months and/or beyond the normal work year shall be offered to the ESP who normally holds that position during the normal work year. If the ESP rejects the extra work, the work shall be offered by seniority to the other members of the unit until the most junior qualified assignee is required to do the work if rejected by more senior ESPs.

Subd. 4. All ESP's will be assigned a minimum of sixteen (16) hours in-service throughout the school year based on needs determined by administration. In-service will occur in blocks of at least four (4) hours. The onus of ESP needs should be the burden of both the district and the Union. All ESP's will be expected to participate and may not use "other leave" during in-service days without superintendent approval.

SECTION 2. BASIC WORK DAY: All Educational Support Professionals will be assigned starting times and shifts as determined by the School Board or its designee.

Subd. 1. In the event that a student(s) who is served exclusively by the ESP is temporarily absent for a period of less than two (2) weeks (ten (10) school days in succession), the ESP may be temporarily laid off without pay and the ESP shall not exert seniority rights for that period of time. However, in the event the absence is more than two (2) weeks (ten (10) school days in succession) the ESP may request placement on ULA or may bump the least senior ESP to remain whole. If the position is filled by a more senior ESP, then that position shall be an open position at the end of the year and the senior ESP shall have bumping rights. This bump shall occur before the beginning of the next school year.

Subd. 2. When a Paraprofessional's assigned student checks out of school before noon, and after having been in attendance that school day for longer than two (2) hours, the Paraprofessional would be assigned other duty by the building Principal up to noon, at which time the Paraprofessional can be released from duty. Paraprofessionals assigned to a student who checks out of school after noon would be assigned duty for the remainder of the Paraprofessional's regular shift. A Paraprofessional whose assigned student goes home after the school day begins and who is assigned to fill in for another Paraprofessional's absence from work shall complete the absent Paraprofessional's shift for that day. This will be considered a department assignment, and not a substitute assignment. Thus the compensation shall be at their regular shift hourly rate

SECTION 3. LUNCH PERIOD: ESPs may be provided a duty free lunch period that is not compensated. If an ESP has a working lunch period, they shall be compensated. Lunch periods, either compensated or uncompensated, shall be assigned by the ESP's building Principal.

SECTION 4. SCHOOL CLOSING: In the event that school is closed for any reason and the ESPs are not required to perform services, the ESP's compensation shall be reduced accordingly or will be allowed to use "Other Leave". ESP will be responsible for submitting a leave voucher within the pay period in which the school closing occurred if they wish to use "Other Leave."

ARTICLE XI: SENIORITY

SECTION 1. Seniority in the School District shall be set by using a seniority number with the July 1, 1993 list.

SECTION 2. The School District shall prepare from its records, in conjunction with the Union, a seniority list which shall contain the name, and seniority status (number) of each ESP. The seniority date is the date the employee started to provide continuous service in a union position in that classification. In the event that an employee successfully bids a transfer to another classification and later successfully bids to return to the employee's original classification, seniority would be retained in original classification with bumping rights the following school year (seniority is lost in other classification). Employees hired after July 1, 1993 shall have their seniority date the first day the employee provided continuous service in a union position.

Effective July 1, 2019 – when current ESP I's or ESP III's retire or bid a different position, that position will become and ESP II position. Long term goal is to get back to a single seniority list.

SECTION 3. The School District shall update the seniority lists by classification on or before October 1 and May 1 of each year.

SECTION 4. The seniority list shall be e-mailed to all ESP's and a copy shall be provided to the Union President in the month of October and May of each school year.

SECTION 5. Educational Support Professionals with identical seniority dates (meaning the same first day of work), shall have the determination of seniority made on the basis of the first hired according to board minutes.

SECTION 6. Any person whose name appears on the seniority list and who may disagree with the findings of the School District and the order of seniority in said list shall have twenty (20) days from the date of posting to supply written documentation, proof and request for seniority change to the School District.

SECTION 7. Within twenty (20) days thereafter, the School District shall evaluate any and all such written communications regarding the order of seniority contained in said list and make such changes the School District and the Union deem warranted. A committee of six (6) members (three chosen by the Union and three chosen by the School District) will review documentation and make appropriate changes. A final seniority list shall thereupon be prepared by the School District and Union, which list as revised shall be binding on the School District and any ESP. Each year thereafter the School District and Union shall cause such seniority list to be updated to reflect any addition or deletion of personnel caused by retirement, death, resignation, other cessation of services, or new employees. Such yearly revised list shall govern the filling of positions and the application of the layoff provisions of the contract until thereafter revised.

SECTION 8. POSTING AND FILLING OF POSITIONS: When any position becomes vacant or is newly created, all ESPs will be notified of the vacancy by virtue of posting on the district web page. Vacancy will be posted simultaneously both internally and externally. A copy of the vacancy will be sent to each building principal and to the president of the Union. Employees shall be given seven (7) days' time in which to make application to fill the vacancy or new position. The vacancy must be filled as posted. The School Board has final authority to set the qualifications. Qualifications may include having the recommendation of an advisory group or other unusual qualifications. An example would be positions requiring medical expertise, driving a van, entering the pool, etc. Vacant positions during the school year must be filled by an ESP on ULA able to meet position qualifications before posting may occur.

Subd. 1. Annual Posting Meeting. All vacancies that were filled during the preceding school year or vacancies at the time of the posting meeting will be filled in the following order: 1) within same classification based on seniority, ability to meet position qualifications, and bid on position, 2) within other classifications based on overall seniority, ability to meet position qualifications, and bid on position, 3) member on ULA able to meet position qualifications, and 4) external candidates able to meet position qualifications. During the posting meeting the District shall have veto authority on two (2) ESP job selections. An ESP whose choice was vetoed shall then make an alternate selection. Posting meeting will be set mutually between the district and the Union president. ESP's hired after July 1, 2013 shall not be eligible to participate in the annual posting meeting.

A mutually agreed upon posting/bumping meeting will be held annually with a minimum of two (2) week notice afforded for member notification. The posting/bumping meeting will be conducted by the Union President and the Superintendent or designee. ESP's hired after July 1, 2013 shall not be eligible to participate in the annual posting meeting.

Subd 2. After Annual Posting Meeting and Prior to End of School Year. Vacant positions during the school year must be filled by an ESP on ULA able to meet position qualifications before posting may occur. Internal and external postings may occur at the same time. After a position is properly posted, the position may be filled with an ESP who made application and meets the position qualifications or an external candidate at the discretion of administration. If the position is filled with a current ESP they must start their new position within four (4) weeks of the close of the posting. All vacant positions posted and filled after the annual bump meeting will follow the above language and become vacant positions at the subsequent bump meeting.

SECTION 9. REDUCTION OF STAFF:

Subd. 1. Layoff. In the event of reduction of staff, the least senior ESP shall be laid off first, if there are qualified ESPs to fill all positions. AN ESP whose position is eliminated or is displaced may impose his/her seniority over the least senior ESP within his/her classification to remain whole, if he/she has the qualifications. In the event that there is not an ESP less senior with the same number of hours, the ESP will exert seniority on the least senior member below them with the closest number of entitled hours (either above or below).

Subd. 2. Reinstatement.

- a. When placed on leave of absence the ESP shall file their name and address with the Superintendent's office to which any notice of reinstatement or availability of positions shall be mailed. Notification of change of address will be the responsibility of the ESP. Rights for bumping after reduction shall only occur within an employee's class.

Failure of a notice to reach an ESP shall not be the responsibility of the School District if any notice has been mailed as provided herein.

- b. If a position covered by this contract becomes available for a qualified ESP on leave, the school district shall by certified mail notify such ESP. The ESP shall have ten (10) calendar days from the date of such notice to accept the re-employment and fifteen (15) working days from the certified mailing date to report to work. Failure to reply or report to work within either period shall constitute waiver on the part of the ESP to any further rights of employment or reinstatement and shall forfeit any future reinstatement or reemployment rights unless other timelines are mutually agreed upon by the ESP and the School Board. An ESP may reject any position that is not equal to or greater than the position from which he/she was placed on leave.
- c. Reinstatement rights shall automatically cease two years from the date the leave commenced and no further rights to reinstatement shall exist.
- d. Any ESP who is laid off may accept employment in another position or in any other occupation during the released time.

SECTION 10. REDUCTION OF HOURS: In the event of reduction of one hour or less per day for a position, the ESP holding the reduced position will not be allowed to exert his/her seniority until the start of a new school year. In the event that an ESP has his/her hours reduced to an amount below the amount specified in Article 3, Section 2 he/she shall not be under the jurisdiction of the Union but shall not lose accumulated standing in regard to seniority or benefits. Reduction of more than one (1) hour per day results in a new position and is thereby posted and subject to the bumping procedure.

SECTION 11. INCREASING OF HOURS: In the event of adding of hours to a position, the position will not have to be posted until the start of a new school year.

Subd. 1. If the hours are severable (not directly attached to a current position), they shall be offered to the most senior ESP in that building whose schedule will accommodate the hours. In the event the hours are declined by a senior ESP, they shall be offered by seniority to all. If no senior ESP accepts the assignment, then they shall be assigned to the least senior ESP whose schedule will accommodate the hours.

Subd. 2. In the event the hours are severable (not directly attached to a current position), but are an extension of a current ESP's assignment the increase in hours would be offered: 1) to the current ESP in that position, 2) based on seniority to all ESP's whose schedule can accommodate, 3) If no senior

ESP accepts the assignment, then they shall be assigned to the least senior ESP whose schedule will accommodate the hours.

Subd. 3. In the event the hours are not severable, the increased hours will be assigned to the current ESP.

SECTION 12. MOVEMENT BETWEEN CLASSIFICATIONS: Any ESP who moves between classifications shall retain the same seniority standing and salary step on the original seniority list. Said ESP shall be placed on the bottom of the seniority list of the classification he/she is moving in to. In the event that the ESP returns to the original classification by successful application/bid, seniority will be lost in classification with least seniority.

ARTICLE XII: SUSPENSION AND REMOVAL

SECTION 1. PROBATIONARY PERIOD: Every new ESP shall serve a probationary period of one hundred twenty (120) working days, during which the School Board shall have unqualified right to discipline or discharge such ESP without assigning any reason therefore, and without recourse to the grievance procedure. An ESP promoted to or transferred to a new classification shall be on probation for sixty (60) working days, during which period the School Board shall have the right to return the ESP to his/her previous classification but must give the ESP a reason for the demotion.

SECTION 2. EDUCATIONAL SUPPORT PROFESSIONAL REPRIMAND: An ESP who has successfully completed the probationary period shall be entitled to have a representative from the Union present when being reprimanded, warned or disciplined for any infraction of policies, rules, regulations, or delinquencies in job performance whenever such action will result in a record being placed in the ESP's personnel file. Copies of any materials placed in an ESP's personnel file shall be provided to the ESP by the supervisor or other administrative officer. An ESP shall be entitled to have a written response included therein. When an ESP makes a request for representation, no official action shall be taken until such a representative is present.

SECTION 3. CAUSES: All covered ESPs shall be subject to suspension and discharge for cause pursuant to the due process. Causes for suspension or discharge include but are not limited to the following:

- A. Stealing,
- B. Use of mood altering or illegal chemicals or intoxicating beverages while on duty or being chemically impaired while on duty,
- C. Sexual misconduct,
- D. Incompetent or unsatisfactory performance

ARTICLE XIII: GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS:

Subd. 1. Grievance. Grievance shall mean an allegation by an ESP or group of ESPs in a dispute or disagreement between the ESP or group of ESPs and/or Administration or the School Board as to the application or interpretation of the terms and conditions of employment as found in this agreement.

Subd. 2. Days. Reference to days regarding time period shall refer to working days. A working day is defined as a day that school is in session.

Subd. 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted.

Subd. 4. Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or sent by certified or registered mail and such mail bears a postmark within the time period.

Subd. 5. Decisions. Failure by the administration or School Board to render a written decision within the time limits constitutes denial of the grievance.

Subd. 6. Time Limits. Failure of the grievant to adhere to the time limits constitutes a forfeiture of the grievance.

Subd. 7. Resolution. Except after the initial informal meeting any resolution of the grievance shall be in writing and signed by both parties.

Subd. 8. Wages. ESPs shall not be paid wages due to their necessary participation in grievance hearings held during working hours.

SECTION 2. PROCEDURE:

Subd. 1. Large Groups. This procedure is to apply when the grievance is district wide or in more than one school building. Within thirty (30) days of an alleged grievance, the Union shall file the grievance in writing setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought with the Superintendent's Office. Thereafter the procedure will follow as outlined below in step 3 and on.

Subd. 2. Small Groups or individuals.

Step 1. Within thirty (30) days of an alleged grievance, meet on an informal basis with the concerned principal or immediate supervisor and try to resolve the matter.

Step 2. If the matter is not resolved within five (5) days after the meeting, the grievance is filed in writing with the concerned principal or immediate supervisor setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought. The supervisor within ten (1) days shall submit a decision in writing to the ESP. Copies of this decision will be sent at the same time to the Superintendent's Office and the Union.

Step 3. Within five (5) days of the receipt of the written decision the Union may present the grievance in writing to the Superintendent's Office.

Within five (5) days of the receipt of the grievance, the Superintendent or his representative shall meet with the union and attempt to resolve the grievance.

If the grievance is not resolved within five (5) days of this meeting, the Superintendent's Office will submit a decision in writing to the Union.

Step 4. Within five (5) days of the receipt of the Superintendent's written decision the Union may present the grievance in writing to the School Board.

Within five (5) days of the receipt of the grievance, the School Board as a whole or its grievance committee shall meet with the union and attempt to resolve the grievance.

If the grievance is not resolved within five (5) days of this meeting, the School Board will submit a decision in writing to the Union.

Step 5. Within ten (10) days of the School Board's written decision, the Union may submit the grievance to final and binding arbitration.

SECTION 3. ARBITRATION: The School Board or its designees and the Union shall have ten (10) days to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they shall request from the Bureau of Mediation Services, State of Minnesota, a list of five names. The parties shall alternately strike names from the list until only one name remains. The grieving party shall strike first. The parties shall have no more than ten (10) days after the receipt of the list of names to select an arbitrator. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing agreement.

The decision of the arbitrator shall be final and binding upon the parties. He shall have the power to make appropriate awards of compensatory reimbursement, if any. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

ARTICLE XIV: PUBLIC OBLIGATION

The Union agrees that during the term of this contract, neither the Union nor any individual ESP shall engage in any strike. For purposes of this section the term strike shall mean concerted action in failing to report for duty, the willful absence from one's position, sympathy strike the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

ARTICLE XV: DURATION

SECTION 1. TERM AND REOPENING NEGOTIATIONS: This agreement shall remain in full force and effect for a period commencing on July 1, 2019 through June 30, 2021 and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this agreement commencing on July 1, 2019 it shall give written notice of such intent no later than May 1, 2021.

SECTION 2. EFFECT: This Agreement constitutes the full and complete agreement between the School Board and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules, or regulations concerning terms and conditions of employment inconsistent with these provisions.

SECTION 3. FINALITY: Any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement unless mutually agreed upon by both parties.

SECTION 4. SEVERABILITY: The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this agreement or the application of any provisions thereof.

IN WITNESS WHEREOF, the parties have executed this agreement as follows:

FOR:

INTERNATIONAL FALLS FEDERATION
OF EDUCATIONAL SUPPORT
PROFESSIONALS

INDEPENDENT SCHOOL DISTRICT
NO. 361

Chief Negotiator

Chief Negotiator

President

Chairperson

Secretary

Clerk

Dated this ____ day of _____, 2019

Dated this ____ day of _____, 2019

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA

SCHEDULE A: 2019 - 2020

	<u>ESP I</u> Monitor	<u>ESP II</u> Paraprofessional	<u>ESP III</u> Indian Ed. Paraprofessional
Year One	\$15.00	\$15.00	\$15.00
Year Two	\$15.25	\$15.25	\$15.25
Year Three	\$15.5	\$15.50	\$15.50
Year Five ¹	\$15.86	\$15.86	\$15.86
Year Ten	\$16.26	\$16.26	\$16.26
Year Fourteen	\$16.75	\$16.75	\$16.75
Year Eighteen	\$17.12	\$17.12	\$17.12
Year Nineteen	\$17.58	\$17.58	\$17.58

Career Bonus: An ESP who has completed fifteen (15) to nineteen (19) years of service as an ESP in the District, not including unpaid leave, shall receive an annual career bonus of \$100.00. An ESP who has completed twenty (20) or more years of service as an ESP in the District, not including unpaid leave, shall receive an annual career bonus of \$200.00 Payment shall be made in the last regular pay period of the school year.

INDEPENDENT SCHOOL DISTRICT NO. 361
INTERNATIONAL FALLS, MINNESOTA

SCHEDULE B: 2020 - 2021

	<u>ESP I</u> Monitor	<u>ESP II</u> Paraprofessional	<u>ESP III</u> Indian Ed. Paraprofessional
Year One	\$15.26	\$15.26	\$15.26
Year Two	\$15.52	\$15.52	\$15.52
Year Three	\$15.77	\$15.77	\$15.77
Year Five ¹	\$16.18	\$16.18	\$16.18
Year Ten	\$16.58	\$16.58	\$16.58
Year Fourteen	\$17.08	\$17.08	\$17.08
Year Eighteen	\$17.46	\$17.46	\$17.46
Year Nineteen	\$17.94	\$17.94	\$17.94

Career Bonus:

An ESP who has completed fifteen (15) to nineteen (19) years of service as an ESP in the District, not including unpaid leave, shall receive an annual career bonus of \$100.00. An ESP who has completed twenty (20) or more years of service as an ESP in the District, not including unpaid leave, shall receive an annual career bonus of \$200.00 Payment shall be made in the last regular pay period of the school year.

Appendix A

New Employee Hypothetical situation for a 7 hour employee at a wage of \$16.00 in 21-22 school year, \$17.00 in 26-27, and \$17.30 in 28-29.

School year	Sick leave allotment	Used in current year	accumulative total hours	Total in HCSP	Put into Reserve Bank
17-18	70	56	14	0	0
18-19	70	70	14	0	0
19-20	70	35	49	0	0
20-21	70	49	70	0	0
21-22	70	28	112	0	0

June 30th of 2022 payment will be made into HCSP and remaining days put into Reserve Bank

112 hours divided by 2 = 56, 56* \$16.00/ hour = \$896. A payment would be made to HCSP of \$896 by June 30th and other half of the hours would be placed in Reserve Bank.

30-Jun-22		\$896.00	56		
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22-23	70	28	42		56
23-24	70	140	0		28
24-25	70	35	35		28
25-26	70	35	70		28
26-27	70	21	119		28

*In 23 - 24 Person had a foot surgery (qualifies for FMLA) and was out 4 weeks.

June 30th of 2027 payment will be made into HCSP and remaining days put into Reserve Bank.

119 hours divided by 2 = 59.5, 59.5 * \$17.00/ hour = \$1011.50. A payment would be made to HCSP of \$1011.50 by June 30th and other half of the hours would be placed in Reserve Bank.

30-Jun-27		\$1,907.50	87.5		
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27-28	70	21	49		87.5
28-29	70	14	105		

140

Retire at end of 28-29 school year. Pay out similar to end of 5 years. $105 / 2 = 52.5$, $52.5 * 17.30 / \text{hour} = \908.25

Retirement pay out of Reserve Bank. $140 / 2 = 70$. $70 * 17.30 = \$1211.00$

\$4,026.75