

## **Consent Agenda - Regular School Board Meeting**

Duluth Public Schools, ISD 709

### Agenda

Tuesday, June 20, 2023

Duluth East High School

301 N 40th Ave E

Duluth, MN 55804

6:30 PM

### **1. Consent Agenda**

#### **A. Approval of Minutes from Past School Board Meetings**

- |  |   |
|--|---|
| 1) Regular School Board Meeting - May 16, 2023 | 3 |
|--|---|

#### **B. Approval of Action Items**

- |   |     |
|---|-----|
| 1) <u>Human Resources</u>   |     |
| a. <u>Staffing Report</u>   | 7   |
| b. Job Description for Bus Driver I   | 9   |
| c. <u>Other Action Items</u>  |     |
| 2) <u>Finance</u>   |     |
| a. <u>Financial Report</u>  | 12  |
| b. Fundraisers  | 13  |
| c. <u>Bids, RFPs and Quotes</u>   |     |
| (1) BID #1269 - Vending Services  | 14  |
| (2) BID #1320 - Congdon School Field Improvements                               | 18  |
| d. <u>Contracts, Change Orders, Leases</u>                                      |     |
| (1) Duluth Area Family YMCA - FY24 K.E.Y. Zone Program                          | 25  |
| 3) <u>Items Brought Forward From the Monthly Committee of the Whole Meeting</u> |     |
| a. 2023-2024 Student Handbook   | 33  |
| 4) <u>Other</u>   |     |
| a. <u>Diploma Requests</u>  | 101 |
| b. <u>Field Trip Requests</u>   | 130 |
| c. <u>Data Sharing Agreements</u>   | 137 |

#### **C. Approval of Policy Readings**

- |   |     |
|---|-----|
| 1) <u>First Readings</u>  |     |
| a. 503 Student Attendance   | 141 |
| b. 102 Equal Educational Opportunity  | 156 |
| c. 504 Student Dress and Appearance   | 160 |
| 2) <u>Second Readings</u>   |     |
| a. 901 Community Education  | 163 |
| b. 712 Video Surveillance Other Than on Buses (replacing 3188 Video Security Other Than on Buses) | 164 |
| c. 509 Enrollment of Nonresident Students (replacing 5035 Non-Resident Enrollees)                 | 167 |
| d. 532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds    | 172 |

e. 514 Bullying Prohibition Policy	177
f. 515 Protection and Privacy of Pupil Records (replacing 5060 Collection, Maintenance, Dissemination, and Retention of Student Records and Information 052014)	188

3) Policies For Review

a. 530 Immunization Records (renumbering from 5140)	217
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**D. Approval of Committee Reports**

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

1) <u>Monthly Committee of the Whole - June 15, 2023</u>	<u>223</u>
2) <u>Policy Committee - June 15, 2023</u>	<u>327</u>
3) <u>Human Resources/Business Services Committee - June 13, 2023</u>	<u>479</u>



## Minutes of the Regular School Board Meeting

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Of the School Board of Independent School District No. 709 held at: East High School Media Center, 301 North Fortieth Avenue East, Duluth, Minnesota 55804, on

Tuesday, May 16, 2023

### Members Present:

Rosie Loeffler-Kemp  
Jill Lofald  
Alanna Oswald  
Amber Sadowski  
Paul Sandholm

### Others Present:

John Magas, Superintendent  
Simone Zunich, Deputy Clerk  
Patty Paquette, Secretary

### Student Representatives:

Lauryn Molitor  
Elsa Priest

### Absent:

Kelly Durick Eder  
David Kirby  
Destiny Williams  
Joniya Metcalf

Chair Lofald called the Regular School Board meeting May 16, 2023 to order at 6:31 p.m.

**M-Loeffler-Kemp, S-Kirby, to approve the agenda. Upon a vote, the same was approved – 5-0.**

### School and Community Recognition

**May 2023**

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Chair Lofald stated that our recipient for this month has a conflict and will be recognized next month.

### Public Comments

**May 2023**

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Elizabeth Peterson spoke to the school board regarding digital innovation specialists position cuts.  
Katie Cleveland spoke to the school board regarding digital innovation specialists position cuts.  
Robin Ryme spoke to the school board regarding digital innovation specialists position cuts.  
Jim Jubenville spoke to the school board regarding labor - management.  
Julie Gontijes spoke to the school board regarding special education.  
Marie Pank spoke to the school board regarding special education.  
Betty Greene spoke to the school board regarding ojibwe language programs.  
Michelle Riley spoke to the school board regarding personal electronic device use in class.  
Cristine McManus & JJ McManus spoke to the school board regarding special education.

Rebecca Priest spoke to the school board regarding combining the two student government organizations.

**Communications, Petitions, Etc.**

**May 2023**

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Chair Lofald stated no communication was received.

**Superintendent's Report**

**May 2023**

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Student Representative Elsa Priest presented the East student report.

Student Representative Lauryn Molitor presented the Denfeld student report.

Superintendent Magas presented the Superintendent's Report. Topics included the following:

- Student Representative Reports
- Fred Hase Scholarship Drawing
- School Board Workshop Update
- Legislative Update
- Budget Update
- Strategic Roadmap Updates

**Monthly Committee of the Whole Report**

**May 2023**

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Anthony Bonds, Assistant Superintendent, presented the Committee of the Whole report which was available electronically to each school board member.

**Human Resources/Business Services Committee Report**

**May 2023**

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Member Oswald presented the Human Resources/Finance Committee report which was available electronically to each school board member.

Discussion was had.

**Policy Committee Report**

**May 2023**

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Member Loeffler-Kemp presented the Policy Committee report which was available electronically to each school board member.

Discussion was had.

**General Board Committee Updates**

**May 2023**

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Chair Lofald shared updates regarding Assistant Commissioner's visit to Lincoln Park Middle School, Tribal Consultations & trainings, and the Board of School Administrators (BOSA).

Clerk Sadowski shared updates from Education Equity Advisory Committee (EEAC), and the Bike Rodeo at Congdon Park.

Vice Chair Loeffler-Kemp shared updates on upcoming Labor meetings and Head Start events.

**Consent Agenda**

**May 2023**

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**M-Sandholm, S-Oswald, to approve the Consent Agenda. Upon a vote, the same was approved – 5-0.**

**Resolutions from Committee Reports**

**May 2023**

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B-5-23-3958 Acceptance of Donations to Duluth Public Schools

**M-Sadowski, S-Loeffler-Kemp, to approve B-5-23-3958 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – 5-0.**

B-5-23-3959 Acceptance of Grant Awards to Duluth Public Schools

**M-Loeffler-Kemp, S-Sadowski to approve B-5-23-3959 Acceptance of Grant Awards to Duluth Public Schools. Upon a vote, the same was approved – 5-0.**

B-5-23-3960 Designation of the Superintendent as the Identified Official with Authority (IOwA) for MN Dept. of Education (MDE) SERVS Financial

**M-Oswald, S-Sandholm to approve B-5-23-3960 Designation of the Superintendent as the Identified Official with Authority (IOwA) for MN Dept. of Education (MDE) SERVS Financial. Upon a vote, the same was approved - 5-0.**

B-5-23-3961 Authorized Bank Account Signer

**M-Sandholm, S-Oswald, to approve B-5-23-3961 Authorized Bank Account Signer. Upon a vote, the same was approved - 5-0.**

**Special Resolutions/Other Action Items**

**May 2023**

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SP-5-23-3962 School Board Member Attendance at Tribal-State Relations Training

**M-Loeffler-Kemp, S-Sadowski to approve SP-5-23-3962 School Board Member Attendance at Tribal-State Relations Training. Upon a vote, the same was approved – 5-0.**

SP-5-23-3963 School Board Member Attendance at Managing Difficult Conversations with Colleagues and Constituents Workshop

**M-Sadowski, S-Sandholm to approve SP-5-23-3963 School Board Member Attendance at Managing Difficult Conversations with Colleagues and Constituents Workshop. Upon a vote, the same was approved - 5-0.**

SP-5-23-3964 Declaring the First Friday in June to be National Gun Violence Awareness Day.

**M-Loeffler-Kemp, S-Sandholm to approve SP-5-23-3964 Declaring the First Friday in June to be National Gun Violence Awareness Day. Upon a vote, the same was approved - 5-0.**

Approval of Strategic Roadmap

**M-Oswald, S-Loeffler-Kemp to approve the Strategic Roadmap. Upon a vote, the same was approved - 5-0.**

Approval of Head Start Transportation Deficiency Corrective Action Plan

**M-Loeffler-Kemp, S-Sandholm, to approve the Head Start Transportation Deficiency Corrective Action Plan. Upon a vote, the same was approved - 5-0.**

**Other**

**May 2023**

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None

**M-Oswald, S-Loeffler-Kemp to adjourn the meeting. Upon a vote, the same was approved – 5-0.**

Chair Lofald adjourned the Regular School Board Meeting of May 16, 2023 at 8:48 p.m.

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Chair Lofald

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Clerk Sadowski

**HUMAN RESOURCES ACTION ITEMS FOR: June 20, 2023****CERT APPOINTMENT**  
TERLOUW, RACHAEL**POSITION**  
ELEMENTARY INTERVENTIONIST/ HOMECROFT/ MA STEP 5, 57,665.00**EFFECTIVE DATES**  
8/29/2023**CERT EXTENSIONS**BILES, KRISTEN L  
BISHOP, LINNEA L  
BROWN, PAULA  
CASTELLANO, PATRICIA A  
DAHL, CAROL M  
DALBEC, SHARON M  
DERRICK, JENNIFER T  
DESCOMBAZ, MICHAEL C  
DURFEE, CHRISTOPHER S  
EDWARDS, KATHLEEN A  
FAIT, ELIZABETH R  
GLOCKLE, NATHAN K  
GRANMO, SHERYL A  
GRENIGER, JODY L  
HANSEN, LINDSEY L  
HENDERSON, LYNN M  
HINTSALA, JACOB A  
HOPPE, ASHLEY M  
JAROS, JENNIFER M  
JENKINS, TREASURE A  
JESSICO, SUSAN R  
JUBENVILLE, JAMES C  
KEROLA, WILLIAM G  
KOLQUIST, JULIE A  
LINDULA, JOHN R  
MENEGHINI, CARLA D  
MOORE, PATRICK W  
MOZOL, DIANE L  
NELSON, PAMELA K  
OLSON, ANTHONY J  
PECHEK, AMANDA M  
PETERSMEYER, ANNETTE K  
RIKKOLA, KRISTINE A  
SMITH, HAMILTON M  
TURNER, ROBERT T  
TYLLIA, RAE A  
WESTIN, JENNIE L  
WIGHT, KATELYN A  
WILLIAMS, PAULA M  
WILLIAMS, PAULA M  
WITTMER, NANCY J  
ZWAK, JOSEPH L**POSITION**ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 120 HRS  
SPEC ED EBD/MERRITT CREEK, NOT TO EXCEED 108 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
SPEC ED/MERRITT CREEK, NOT TO EXCEED 104 HRS  
SPEC ED EBD/MERRITT CREEK, NOT TO EXCEED 52 HRS  
SPEC ED/MERRITT CREEK, NOT TO EXCEED 51 HRS  
PHY ED/ALC, NOT TO EXCEED 104 HRS  
MATH INTERVENTIONIST/ROCKRIDGE, NOT TO EXCEED 104 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 100 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 120 HRS  
PRINCIPAL/ALC, NOT TO EXCEED 125 HRS  
SPEC ED/MERRITT CREEK, NOT TO EXCEED 104 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 180 HRS  
SPECIAL ED/ALC, NOT TO EXCEED 104 HRS  
ECFE PARENT EDUCATOR/PIEDMONT, NOT TO EXCEED 72 HRS  
PRINCIPAL/RESIDENTIALS, NOT TO EXCEED 96 HRS  
SPEC ED EBD/ROCKRIDGE, NOT TO EXCEED 104 HRS  
ECFE PARENT EDUCATOR/DW, NOT TO EXCEED 120 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 100 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
SPECIAL ED/ALC, NOT TO EXCEED 52 HRS  
SPEC ED/CHESTER CREEK, NOT TO EXCEED 108 HRS  
SPEC ED/MERRITT CREEK, NOT TO EXCEED 104 HRS  
SOCIAL STUDIES/ALC, NOT TO EXCEED 104 HRS  
MATH/ALC, NOT TO EXCEED 104 HRS  
ENGLISH/ALC, NOT TO EXCEED 104 HRS  
ECFE PARENT EDUCATOR/WASHINGTON CTR, NOT TO EXCEED 184 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
SOCIAL STUDIES/ALC, NOT TO EXCEED 104 HRS  
SPEC ED EBD/MERRITT CREEK, NOT TO EXCEED 104 HRS  
SPEC ED EBD/ROCKRIDGE, NOT TO EXCEED 104 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
SCIENC/ALC, NOT TO EXCEED 104 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 120 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 96 HRS  
GUIDANCE COUNSELOR/RESIDENTIALS, NOT TO EXCEED 96 HRS  
GUIDANCE COUNSELOR/ALC, NOT TO EXCEED 192 HRS  
SPEC ED/CHESTER CREEK, NOT TO EXCEED 108 HRS  
STAR COORD/ALC, NOT TO EXCEED 125 HRS**EFFECTIVE DATES**06/12/2023 07/21/2023  
06/12/2023 07/02/2123  
06/12/2023 07/14/2023  
06/12/2023 07/21/2023  
06/12/2023 07/14/2023  
06/12/2023 06/21/2023  
06/27/2023 07/14/2023  
06/12/2023 08/23/2023  
06/12/2023 07/14/2023  
06/12/2023 07/21/2023  
06/12/2023 08/28/2023  
06/30/2023 08/11/2023  
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06/12/2023 08/08/2023  
06/12/2023 08/28/2023  
06/12/2023 07/21/2023  
06/12/2023 08/23/2023  
06/12/2023 07/14/2023  
06/12/2023 07/14/2023  
06/12/2023 07/21/2021  
06/12/2023 07/14/2023  
06/12/2023 07/14/2023  
06/12/2023 08/23/2023  
06/12/2023 07/14/2023  
06/12/2023 08/08/2023**CERT LEAVE OF ABSENCE**  
BURNHAM, BERNADETTE B**POSITION**  
UNION REPRESENTATIVE/ADMIN**EFFECTIVE DATES**  
07/01/2023 06/30/2024**CERTIFIED RESIGNATION**BALLAVANCE, KEARA N  
DELFOSE, EMILY S  
GRIMSBO, ANGELA R  
KRUSE, COURTNEY R  
NORTHUP, MARY K  
SPEHAR, SOPHIE G  
ZANDER, NICOLE D**POSITION**PHYSICAL SCIENCE TEACHER/DENFELD  
CHEMISTRY TEACHER/DENFELD  
VOCATIONAL BUSINESS EDU TEACHER/DENFELD  
SPED RESOURCE TEACHER/DENFELD  
SPED RESOURCE TEACHER/LAURA MACARTHUR  
VISUAL ARTS TEACHER/EAST  
GRADE 1 TEACHER/MYERS-WILKINS**EFFECTIVE DATES**06/09/2023  
06/09/2023  
06/09/2023  
06/09/2023  
06/09/2023  
06/09/2023  
06/09/2023**CERTIFIED RETIREMENT**  
BERGMAN, HELEN E  
GOTTSCHALD, STEPHANIE R**POSITION**  
RECIINDED RETIREMENT/CONTINUING TO WORK  
GRADE 1 TEACHER/STOWE**EFFECTIVE DATES**06/09/2023  
06/09/2023**CERTIFIED JOB SHARE**BOYHTARI, BONNIE J  
SUNDLAND, AMY J**POSITION**GRADE 2/GONGDON JOB SHARE WITH AMY SUNDLAND  
GRADE 2/CONGDON JOB SHARE WITH BONNIE BOYHTARI**EFFECTIVE DATES**09/05/2023 06/07/2024  
09/05/2023 06/07/2024**NON CERT APPOINTMENT**COOK, CHARLES W  
ROBERTSON, TRACY C**POSITION**HR MANAGER/UHG, 40/52WKS, \$1,533WKLY, K. ELLING  
OFFICE SUPPORT SPECIALIST-SENIOR/DENFELD, 40/52WKS, \$19.83/HR, G. MCNEAL**EFFECTIVE DATES**06/12/2023  
05/31/2023**NON CERT EXTENSION**BECK, ELIZABETH A  
DEGLER, HEATHER A  
DELACRUZ, JAMIE L  
FOUTS, PAMELA J  
HORTON, AMANDA M  
ISAACSON, KIM L  
LEE, MARY F  
MATTILA-SWOR, DANA P  
MCDEVITT, MATTHEW L  
MCGREW, PAULA L  
MILLER, SUSANNA M  
MODER-PAUNA, LINDA D  
PANFIL, ANNETTE L  
PELERIN, ROBIN T  
RENNQUIST, JEAN-PAUL F  
ROBARGE, JESSICA L  
VEGA, NANCY G**POSITION**SPEC ED PARA/ROCKRIDGE, NOT TO EXCEED 96 HRS  
SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 96 HRS  
AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS  
SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 96 HRS  
AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS  
ECFE PARA/DW, NOT TO EXCEED 28 HRS  
SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 96 HRS  
SPEC ED PARA/ROCKRIDGE, NOT TO EXCEED 96 HRS  
SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 96 HRS  
OSSS CLERICAL/HEADSTART/ADMIN, NOT TO EXCEED 100 HRS  
AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS  
OSSS CLERICAL/ROCKRIDGE, NOT TO EXCEED 80 HRS  
OSSS CLERICAL/CHESTER CREEK, NOT TO EXCEED 50 HRS  
SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 96 HRS  
AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS  
AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS  
EARLY CHILDHOOD BUSINESS MGR/ADMIN, NOT TO EXCEED 100 HRS**EFFECTIVE DATES**06/12/2023 07/14/2023  
06/12/2023 07/14/2023  
06/12/2023 06/30/2023  
06/12/2023 07/14/2023  
06/12/2023 06/30/2023  
06/12/2023 07/14/2023  
06/12/2023 07/14/2023  
06/12/2023 07/14/2023  
06/12/2023 07/14/2023  
06/26/2023 08/11/2023  
06/12/2023 06/30/2023  
07/01/2023 07/14/2023  
06/12/2023 06/30/2023  
06/12/2023 07/14/2023  
06/12/2023 06/30/2023  
06/12/2023 06/30/2023  
07/01/2023 0812/2023

**NON CERT RESIGNATION**

BRUCE, CARYN J  
 CLINK, MARGARET R  
 ERLITZ, SYDNEY J  
 ERSPAMER, KASEY R  
 GRENSING, GUY C  
 LEE, MARY F  
 PEDERSON, KARYN A  
 SWOR, CHERYL L

**POSITION**

PRESCHOOL PROG PARA/STOWE  
 SPED PROG PARA/LINCOLN PARK  
 NUTRITION SERVICE ASSISTANT/LAURA MACAURTHUR  
 DIGITAL INNOVATION SPEC/TECH COORD/HOMECROFT  
 AUTOCAD TECHNITION/FACILITIES  
 CHILD SPECIFIC SPED PARA/CHESTER CREEK  
 SPED PARA/STOWE  
 HOURLY CLERICAL/UHG

**EFFECTIVE DATES**

06/09/2023  
 06/09/2023  
 05/16/2023  
 05/19/2023  
 05/30/2023  
 07/14/2023  
 06/09/2023  
 05/09/2023

**NON CERT RETIREMENT**

BANKS, KELLY A  
 HODER, MARJORIE K  
 MOKROS, DANIEL V  
 SLAGLE, MARGARET E

**POSITION**

MENTAL HEALTH PRACTITIONOR/MYERS-WILKINS  
 BW SPED PARA/MYERS WILKINS  
 ENGINEER II/LOWELL ES  
 SPED LPN PARA/EAST HS

**EFFECTIVE DATES**

06/09/2023  
 06/09/2023  
 05/19/2023  
 08/25/2023

## CLASSIFICATION DESCRIPTION

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### School Bus Driver

<b><u>Title of Immediate Supervisor:</u></b> Transportation Manager	<b><u>Department:</u></b> Transportation	<b><u>FLSA Status:</u></b> Non-Exempt
<b><u>Accountable For (Job Titles):</u></b> Bus Helpers, as assigned		<b><u>Pay Grade Assignment:</u></b> National Conference of Firemen and Oilers, Local No. 956, Pay Group 11

#### **General Summary or Purpose Of Job:**

To safely transport students to and from school and school related functions within scheduled times, maintaining proper student conduct during transport. To perform pre-trip inspections and assist with maintenance on student transport vehicles to ensure they are in safe operating condition. To provide written reports related to student transport. This job may require split shift work to cover AM and PM routes.

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)	<b>FRE-QUENCY</b>
1.	Safely transport students, including special needs students, along assigned school routes and on field trips; lift, carry and/or secure disabled students, as required by impairment; provide mileage reports as required.	Daily 65%
2.	Manage student conduct during transport; maintain communication with parents, principals, teachers and other District staff; provide written reports as required by District policy.	Daily 10%
3.	Check and fill vehicles fluids; maintain safety devices in good operating order; perform related pre-trip inspections; maintain cleanliness of vehicle interior and exterior; change tires and make minor repairs and adjustments, and report vehicle repair needs to appropriate personnel.	Daily 10%
4.	Assist mechanics with vehicle maintenance and repair; clean and organize shop areas. Perform a variety of custodial, clerical and repair tasks in transportation buildings, shops and other District buildings.	Varies 10%
5.	Perform a variety of custodial and grounds maintenance tasks for other departments.	As Required 5%
6.	Performs other duties of a comparable level or type.	As required

## CLASSIFICATION DESCRIPTION

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### School Bus Driver

**Minimum Qualifications:** (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

Requires a minimum of a high school diploma or GED; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

**Certification or Licensing Requirements** (prior to job entry):

Valid Minnesota CDL Class B Driver's License with passenger and school bus endorsements; first aid certification; CPR certification.

**Knowledge Requirements:**

Requires knowledge of:

- School bus operation and related regulations.
- School district policies related to student transport.
- Knowledge of student management methods, techniques and regulations.
- School District geographic area and road routes.
- Basic vehicle, mechanical maintenance and custodial duties.
- OSHA regulations and safe working practices relevant to job duties.
- CPR and first aid.

**Skill Requirements:**

Skilled in:

- School bus operation.
- Operation of various hand and power tools.
- Maintaining order and discipline of students in transit.
- Written and oral communications.

**Physical Requirements:** Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		



## CLASSIFICATION DESCRIPTION

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### School Bus Driver

Sit				√
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms				√
Climb or balance		√		
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell				√
<b>Lift &amp; Carry:</b> Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.		√		
Up to 100 lbs.		√		
More than 100 lbs.		√		

#### **General Environmental Conditions:**

Work is performed under a variety of indoor and outdoor conditions. There are risks of slip and fall injuries, injuries from electrical shock, injuries from heavy lifting, injuries from moving mechanical parts, injuries from vehicle accidents and exposure to fumes, airborne particles, toxic and caustic chemicals, loud noise and vibration associated with the work.

#### **General Physical Conditions:**

**Work can be generally characterized as:**

**Medium Work:** Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

#### **Vision Requirements:** Check box if relevant

	Yes	No
No special vision requirements		
Close Vision (20 in. of less)	√	
Distance Vision (20 ft. of more)	√	
Color Vision	√	
Depth Perception	√	
Peripheral Vision	√	

#### **Job Classification History:**

**HR/BS Services Committee Monthly Fund Balance Report**  
**June 13, 2023 Committee Meeting**

6.8.23

REVENUES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22 -23		July - Sept		July -Sept		July- Sept	
General	1	\$ 107,743,537.86	\$ 111,974,711.97	\$ 97,535,769.45		\$ 14,438,942.52				
Food Service	2	\$ 3,985,000.00	\$ 3,985,000.00	\$ 3,822,438.42	\$ 499.50	\$ 163,061.08				
Transportation	3	\$ 5,900,000.00	\$ 6,000,551.00	\$ 3,382,049.96		\$ 2,618,501.04				
Community Ed	4	\$ 8,114,000.00	\$ 8,537,210.17	\$ 6,387,457.73		\$ 2,149,752.44				
Operating Capiatl	5	\$ 5,462,130.31	\$ 5,573,325.85	\$ 8,672,605.74	\$ -	\$ (3,099,279.89)				
Building Construction	6	\$ -	\$ -	\$ 1,527,246.04		\$ (1,527,246.04)				
Debt Service Fund	7	\$ 22,979,390.64	\$ 24,571,442.35	\$ 2,215,290.61		\$ 22,356,151.74				
Trust Fund	8	\$ 258,575.00	\$ 258,575.00			\$ 258,575.00				
Dental Insurance Fund	20	\$ 917,000.00	\$ 917,000.00	\$ 822,952.67	\$ -	\$ 94,047.33				
Student Acitivity	79	\$ 236,006.00	\$ 236,006.00	\$ 237,724.97		\$ (1,718.97)				
REVENUE	TOTALS:	\$ 155,595,639.81	\$ 162,053,822.34	\$ 124,603,535.59	\$ -	\$ 37,450,786.25	\$ 499.50	\$ -	\$ -	\$ -

EXPENSES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22-23		July - Sept		July -Sept		July-Sept	
General	1	\$ 104,358,876.11	\$ 112,963,659.67	\$ 100,722,825.23	\$ 4,685,427.53	\$ 7,555,406.91				
Food Service	2	\$ 4,427,346.56	\$ 4,427,346.56	\$ 3,928,713.57	\$ 413,325.89	\$ 85,307.10				
Transportation	3	\$ 6,176,300.00	\$ 6,176,300.00	\$ 7,774,871.17	\$ 678,929.51	\$ (2,277,500.68)				
Community Ed	4	\$ 8,658,980.50	\$ 8,950,128.54	\$ 6,873,308.06	\$ 17,713.78	\$ 2,059,106.70				
Operating Capiatl	5	\$ 8,394,018.57	\$ 8,394,018.57	\$ 5,793,280.07	\$ 1,273,896.21	\$ 1,326,842.29				
Building Construction	6	\$ -	\$ 21,472,543.00	\$ 16,158,673.45	\$ 348,386.73	\$ 4,965,482.82				
Debt Service Fund	7	\$ 24,691,484.56	\$ 24,691,484.56	\$ 26,477,299.36		\$ (1,785,814.80)				
Trust Fund	8	\$ 250,000.00	\$ 250,000.00	\$ -		\$ 250,000.00				
Dental Insurance Fund	20	\$ 924,000.00	\$ 924,000.00	\$ 848,584.44	\$ 76,517.10	\$ (1,101.54)				
Student Acitivity	79	\$ 414,040.00	\$ 432,775.81	\$ 165,245.94	\$ 2,848.44	\$ 264,681.43				
EXPENSE	TOTALS	\$ 158,295,046.30	\$ 188,682,256.71	\$ 168,742,801.29	\$ -	\$ 12,442,410.23	\$ 7,497,045.19	\$ -	\$ -	\$ -

Fin 160 ESSER III	Expenses	Fund 06 Build construction: Program 870	Expenses	Ex Curricular	Fund 01
Program 030 Asst Supt	\$ 103,856.56	debt serv payment/prof serv course 000/000	\$ 1,070,697.65	Program 298 Revenue	\$ 464,459.50
Program 110 Admin	\$ 121,949.59	admin owner pymnt course 800	\$ 12,746.23	Program 298 Expense	\$ 547,922.14
Program 108 Tech	\$ 5,517,487.98	admin design serv course 801	\$ 168,410.36		
Program 203 Elem	\$ 1,681,933.14	admin constru mngmt course 802	\$ 203,621.83		
Program 211 Secondary	\$ 1,214,756.82	admin commissions course 803	\$ 30,886.19		
Program 640 Staff Dev	\$ 16,031.41	interior surf constr costs course 804	\$ 14,450,042.53		
Program 805 Operations	\$ 86,592.41	admin site services 805	\$ 296,969.11		
Program 760 Transportation	\$ 253,476.47	long term lease 806	\$ 825.00		
Program 740 Pupil Engage	\$ 16,535.12		\$ 16,234,198.90		
	\$ 9,012,619.50				

**Fundraisers Reported  
May 2023**

The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Districtwide	Unity in Our Community Event	\$2,000.00	Funds will be used for Unity in Our Community t-shirts, backpack giveaways, etc., related to the Unity in Our Community annual event
Denfeld HS	Cheer Team	\$300.00	Chipotle Portion of Sales Fundraiser
Zeitgeist	Field Trip	\$2,244.00	Cash donations \$25-50 dollars
Lester Park ES	Schoolwide	\$26.70	Box Tops
Denfeld HS	Cheer Team	\$800.00	We would like to host a cheerleading camp for grades 1-8
Denfeld HS	Cheer Team	\$3,000.00	We would like to send out sponsorship forms to local businesses and include their logo on the back of our t-shirts

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and On Site Enterprises, 2841 Karl Ave, Duluth MN 55811, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Bid-1269 - Vending Services per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws.

The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5.. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such

item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**6.. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**7. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**8. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**9. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Simone Zurich, Exec. Dir. of Finance & Business Services , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to On Site Enterprises, 2841 Karl Ave, Duluth MN 55811.

**10. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**11. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of Bid-1269 specifications.

15. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


  
Contractor Signature

41-1943656  
SSN/Tax ID Number

6/2/23  
Date

  
Program Director

6/5/23  
Date

  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6/5/23  
Date

May 25, 2023

Urban Companies, LLC  
3781 Labore Road  
St. Paul, MN 55110

**RE: Bid #1320-Congdon School Field Improvements**

Dear Mr. Urban:

Attached please find a copy of the Agreement between ISD #709 and Urban Companies, LLC for the above referenced project. After review and if you concur, please, sign and date the Agreement where indicated, via DocuSign by **June 5, 2023**.

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by June 5, 2023 (please email to kimberly.ledoux@isd709.org):

- **Insurance Certificate** - ISD #709 must be named as Certificate Holder and Additional Insured on the Policy
- **Payment and Performance Bond**

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Consent of Surety to Final Payment**
- **Contractor's Affidavit** (Complete, notarize, and forward to our office)
- **Withholding Affidavit for Contractors (IC 134)** - shall be completed, certified by the Minnesota Department of Revenue and returned to the Facilities Management office.

Once fully executed by all parties via DocuSign, a copy of the Agreement will be emailed to you. If you have any questions, please call me at 218-336-8907.

Sincerely,



Kimberly LeDoux  
Facilities Business Manager



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Urban Companies LLC, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until October 1, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **Bid #1320 Congdon School Field Improvements**. This contract award is for the sum of \$225,000.00.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Bid #1320 Bid Tabulation;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Payment and Performance Bond;
7. Contractor's Affidavit; and
8. Any other documents identified by the District.

3. **Background Check.** N/A

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for the lump sum of \$225,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of receipt of all required backup documentation and submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Bryan Brown, 713 Porcha Johnson Drive Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Urban Companies, LLC 3781 Labore Road, St. Paul, MN 55110.

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

17. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

18. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Simone Zunich	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
Bryan Brown	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.



Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

**23. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by:		202564286	5/25/2023
			
C5FD1975F5D740D...			
Urban Companies, LLC	SSN/Tax ID Number	Date	
DocuSigned by:			5/30/2023
			
CB673DB8A3124D1...			
Program Director		Date	

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

05	E	435	865	384	350	000

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding

DocuSigned by:		5/25/2023
		
14621F021B984ED...		
CFO / Superintendent of Schools / <b>Board Chair</b>		Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Area Family YMCA, hereinafter called "Duluth Y." 25

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Duluth Y will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, to support the out of school time (school year and summer) programs - K.E.Y. Zone and its functions at the following sites:

Lowell Elementary School  
Lester Park Elementary School  
Laura MacArthur Elementary School  
Congdon Park Elementary School  
Homecroft Elementary School  
Lakewood Elementary School  
Stowe Elementary School  
Piedmont Elementary School  
Myers-Wilkins Elementary School

Duluth Y site coordinators have their own cards for purchasing. Staff abide by respective organizations' purchasing policies.

### **Addendum 1 - Staffing Design Model**

3. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of the contract until the results of the criminal background check(s) are on file. The Duluth Y abides by

ISD 709 policy regarding background checks. Duluth Y will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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**4. Reimbursement.** In consideration of the performance of Duluth Y of its obligations pursuant to this Agreement, District hereby agrees to reimburse Duluth Y for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y for the K.E.Y. Zone programs will be invoiced to the District on a monthly basis. These invoices will also include a 12% administrative fee. The administrative fee of 12% will be based on the expenses submitted in each invoice. Total invoices shall not exceed projected budget (Other Contracted Services Fund 305). Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The District Community Education Coordinator will review and sign off on all invoices prior to reimbursement.

**Addendum 2 - Projected Budget.**

At the end of the fiscal year for the District - June 30, 2024 the total revenue and direct program costs will be audited and provided to Duluth Y. Duluth Y will receive 50% of the remaining amount less the previously paid 12% overhead charge from the District.

Duluth Y is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Invoices will be submitted to the District on a monthly basis.
- b. Payment shall be made by the District within 30 days of submission of a proper invoice by the Duluth Y.
- c. Final payment after programs are audited will occur no later than September 15, 2024.
- d. Any other terms of payment in the performance of services are incorporated by reference in the Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed the Duluth Y for any expense claimed by the Duluth Y shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to the Duluth Y. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by the Duluth Y for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that the Duluth Y has provided, prepared, or utilized



in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.

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**8. Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnification.** The Duluth Y shall indemnify District against all expenses, liabilities and claims, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the Duluth Y to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of the Duluth Y's negligence or that of its agents or (3) the Duluth Y's failure to comply with any law of any governmental authority, provided, however, that the Duluth Y shall have no indemnity obligation for any such liabilities or damages caused by the negligence of District or its agents. District, in turn, shall indemnify the Duluth Y Tenant against all expenses, liabilities and claims, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by District to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of District's negligence or that of its agents, or (3) District's failure to comply with any law of any governmental authority.

**10. Notices.** All notices to be given by the Duluth Y to the District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered: ISD 709, Duluth Public Schools, Attn: Community Education, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by the District to the Duluth Y shall be deemed to to have been given by depositing the same in writing in the United States Mail or hand delivered to Sara Cole, Duluth Y's CEO, Duluth YMCA, 302 W. 1st. St., Duluth, MN 55802.

**11. Assignment.** Neither party shall in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the other party.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**15. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (60) days written notice to the other party as provided for in this Agreement.

**16. Data Practices.** The Duluth Y further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data

on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

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**17. Insurance.** The Duluth Y shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. The Duluth Y shall maintain such insurance in force and effect throughout the term of the contract.

The Duluth Y is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers’ Compensation Insurance:** The Duluth Y must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

**Commercial General Liability:** The Duluth Y is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

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Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ **X** Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	570	321	305	272
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Date

## Addendum 1 - Staffing Design Model

# Key Zone Staffing Design

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ISD 709 Duluth Public Schools Director of Community Education and Duluth YMCA Community Services Director: Directors will provide leadership and direction to all school year and summer programming. Directors will develop and monitor budgets and work to secure additional funding that will support the program. Directors will serve as ambassadors for the program at a local and state level.

Program Director: The Director oversees all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program compliance with state and organizational policies and procedures. The Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the nine sites has a part/full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all out of school time staff including AmeriCorps Members, youth specialists and/or club instructors.

AmeriCorps Members: Members will be placed to provide academic enrichment, youth development, homework help and service learning.

Youth Specialists/Lead Staff: Youth Specialists/Lead Staff maintain a safe and engaging learning environment for youth in an after-school and summer program setting. Staff plan and implement high-quality academic and enrichment activities catered to youth's interests and needs. Staff receive training in child development strategies, building safety, and behavior management strategies. The number of staff needed per site depends on the number of children enrolled to stay within student-to-staff ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in view of staff.

Student-to-staff ratios: 1:15 student-to-staff ratio in all grade K-5 activities not including volunteers. 1:10 student-to-staff ratio for any pre-kindergarten groups.

## Addendum 2 - Projected Budget

Object Description	Code	KeyZone
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		FY 2023	FY 2024
		Budget	Budget proposed
Fees from Patrons		1,249,256.54	1,600,000.00
Misc Revenue Local		2,000.00	2,044.00
Total Revenues		1,251,256.54	1,602,044.00
Course 272			
LIC SAL-HRLY, CLASSRM SUPPORT	143	0.00	0.00
NON-LIC SAL, INSTR SUPPORT	144	40,000.00	40,880.00
NONINSTR SUPPORT SALARY	170	169,600.00	60,000.00
STIPEND SALARY-LICENSED/CERT	185	0.00	0.00
OVERTIME, SHIFT DIFFERENTIAL	186	18,100.00	0.00
SEVERANCE PAY	191	0.00	0.00
Subtotal		227,700.00	100,880.00
FICA/MEDICARE		210	16,800.00
			7,717.00
PERA	214	16,600.00	8,958.00
CERTIFIED STAFF RETIREMENT	218	0.00	0.00
HEALTH INSURANCE PRIMARY	220	50,400.00	25,000.00
LIFE INSURANCE	230	600.00	613.20
DENTAL INSURANCE	235	1,500.00	1,533.00
LONG TERM DISABILITY INSURANCE	240	400.00	408.80
HRA HLTH REIMB ARRANGEMENT	251	11,500.00	4,500.00
WORKERS COMPENSATION	270	200.00	204.40
UNEMPLOYMENT COMPENSATION	280	100.00	102.20
OTHER EMPLOYEE BENEFITS	299	0.00	0.00
Subtotal		98,100.00	49,036.60
OTHER CONTRACTED SERVICES		305	1,000,500.00
			1,130,000.00
COMMUNIC SVCS-PHONE, I-NET	320	0.00	0.00
TRANSPORTATION CHRGBACKS	365	8,500.00	8,687.00
TRAVEL/MILEAGE	366	1,700.00	1,737.40
ENTRY FEES/STUDENT TRAVEL	369	0.00	0.00
RENTALS & LEASES-EQUIPMENT	370	0.00	0.00
FEES-TUIT, ADMISSION, STUDENT	394	1,600.00	1,635.20
PRINTING CHARGEBACK	398	800.00	817.60
GENERAL SUPPLIES	401	1,700.00	1,737.40
CLASSROOM SUPPLIES	430	20,600.00	21,053.20

FOOD	490	29,700.00	30,353.40
TECHNOLOGY EQUIPMENT	555	0.00	0.00
MISC-TO BE REALLOCATED	899	0.00	0.00
Subtotal		1,065,100.00	1,196,021.20
Expense Totals		1,390,900.00	1,345,937.80
Net Profit/(Loss)		-139,643.46	256,106.20

Duluth Public Schools  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[www.isd709.org](http://www.isd709.org)

**student**

# HANDBOOK

**2023-2024**

**Duluth**  
**Public Schools**



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# Strategic Plan

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Duluth Public Schools worked on a comprehensive strategic planning process from April 2022 through May 2023. The overall process and strategic plan were with input from Duluth Public Schools students, staff, families and community members focused on future system-wide enhancement to improve outcomes for students. The planning has resulted in a 3-year operational plan, a progress monitoring schedule and a 3-year school board plan. In this document you will find our mission, vision, core values, desired daily experiences and strategic directions.

## MISSION

Every student, every day will be empowered with learning opportunities for growth, creativity and curiosity, in preparation for their future in a global community.

## VISION

Duluth Public Schools provides an academically engaging, safe and inclusive environment with high expectations and responsible use of resources.

## CORE VALUES



**Learning:** Developing a love of learning through life-long inquiry.



**Excellence:** Having high standards for all through accountability, integrity and authenticity.



**Equity:** Creating conditions of justice, fairness and inclusion so all students have access to the opportunities to learn and develop to their fullest potential.



**Collaboration:** Working in partnership with staff, families, students and community.



**Belonging:** Providing a welcoming and accessible environment where everyone feels safe, seen and heard.

## STRATEGIC DIRECTIONS

### Supporting Every Student:

Duluth Public Schools staff will work in collaboration to determine all students' learning, behavioral, and social-emotional strengths and challenges. We will utilize a multi-tiered system of supports to improve instructional practices to best meet the needs of every learner. Strategies will be implemented to create positive and safe learning environments. Students will be provided additional support to grow and improve through intervention and enrichment.

### Advancing Equity:

Duluth Public Schools will be a place where everyone feels a sense of belonging and accomplishment. We are committed to strengthening relationships and building trust with all communities. We are dedicated to advancing an Education Equity Framework implementation and accountability plan to increase our ability to think, behave, work, and lead with an equity mindset. As part of the plan, all staff will receive on-going diversity, equity, and inclusion training.

### Improving Systems:

Duluth Public Schools engages in continuous improvement to support services, processes, and resource allocation. Our continued focus on recruiting and retaining highly effective, dedicated, and diverse staff will ensure our ability to educate, support and inspire our students to reach their full potential. We will ensure clean, safe and appropriate learning environments. We are committed to a budget that meets the educational needs of our students through improved financial forecasting to better align our resources with our district priorities.

# Message from the Superintendent

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Dear families and students,

It is an honor and a pleasure to welcome you as we begin a new school year!

As we embark on another year of learning, our staff is committed to creating a safe, equitable, inclusive, and welcoming educational environment for all students.

We will use our newly approved Strategic Plan to steer us forward in the right direction as we navigate this year. In doing so, the daily desired experiences of students, staff and families will be one of our greatest decision-making tools.

We understand that the start of a new school year can be an adjustment for both students and families. To ensure success, we encourage you to get involved in your child's education and in our school community.

Please consider the many ways to volunteer and support our school, from attending parent-teacher conferences to joining our PTA or volunteering in the classroom.

We look forward to a successful and rewarding school year together. Thank you for entrusting your child's education to us.

Sincerely,

*John Magas*

John Magas Superintendent of School



---

## Message from the Assistant Superintendent

Dear families and students,

As we embark on a new school year, I want to extend a warm welcome to all of our students, families, and staff.

At our school, we believe that every student should feel seen, heard, and valued for who they are. We recognize that our students come from diverse backgrounds and have unique experiences, beliefs, and identities. We also acknowledge that systemic barriers and discrimination continue to impact marginalized communities, and we are committed to addressing these issues.

We are also committed to ongoing dialogue and feedback from our students, families, and community members. We encourage you to share your thoughts, concerns, and suggestions with us so that we can continue to improve and grow.

At our school, we are committed to promoting diversity, equity, and inclusion in everything we do. We believe that by working together with families, we can create a school community that is truly inclusive and supportive of all students.

Thank you for your support and partnership in this important work.

*Anthony Bonds*

Anthony Bonds  
Assistant Superintendent of Teaching, Learning & Equity



# District Information

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## PHILOSOPHY OF LEARNING

Duluth Public Schools strives to create a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe it is important to develop the unique potential of each student by providing quality, challenging, engaging, and differentiated instructional opportunities in order to establish a foundation for lifelong success that result in positive contributions to our community and wider society. We believe that each student, staff member, parent/guardian, and community member add value to our school community and that engagement and collaboration with all stakeholders is of utmost importance in our student's education and success. We work to ensure that we are empowering students to be leaders, problem-solvers, and innovators throughout their education. We continue to make it a priority that we are delivering flexible and culturally responsive instruction so that each student receives an education that aligns with best practice, current research, and state/national standards.

## OUR BELIEFS ABOUT AND COMMITMENTS TO EQUITY

Educational equity is the condition of justice, fairness and inclusion in our systems of education so that all students have access to the opportunities to learn and develop to their fullest potentials. The pursuit of educational equity recognizes the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, genders, sexual orientations, incomes, and other social conditions. Creating greater equitable outcomes depends upon having inclusive policies and equitable practices that represent all students and staff and provide each student and staff increased access to allow for meaningful participation in high-quality learning and working experiences where each student and staff realizes positive outcomes. We recognize the importance of continuous ongoing work to address racism, sexism, bias, and equity in district policies and practices. This is challenging work that must be of the highest priority in order for our district to achieve its vision for all.

## DULUTH SCHOOL BOARD MEMBERS

Visit [www.isd709.org/about-us/school-board](http://www.isd709.org/about-us/school-board) to access agendas and minutes as well as the Duluth School Board schedule. All School Board meetings are live streamed on the district's YouTube channel. The board can be reached at [schoolboard@isd709.org](mailto:schoolboard@isd709.org). Feel free to call 218-336-8752 or email [patricia.paquette@isd709.org](mailto:patricia.paquette@isd709.org) if you have any questions.

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**Amber Sadowski**  
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These relationships enhance a meaningful learning environment for our children and provide a stronger community for all of us.

Principals and the district communicate to families through multiple avenues. Those include, but not limited to:

- Infinite Campus Parent Portal
- Phone Calls
- Text Messages
- Emails
- Mailings
- Newsletters
- Social Media
- Websites
- Community Conversations

Stay up to date with the following resources:

The district website offers a wealth of resources about the schools, including news, class and department information, student support services, athletic events, career center updates, academic events and more.

## District

- [isd709.org](http://isd709.org)

## Programs

- [alc.isd709.org](http://alc.isd709.org)
- [dae.isd709.org](http://dae.isd709.org)

## Elementary Schools

- [congdon.isd709.org](http://congdon.isd709.org)
- [homecroft.isd709.org](http://homecroft.isd709.org)
- [lakewood.isd709.org](http://lakewood.isd709.org)
- [lauramacarthur.isd709.org](http://lauramacarthur.isd709.org)
- [lesterpark.isd709.org](http://lesterpark.isd709.org)
- [myerswilkins.isd709.org](http://myerswilkins.isd709.org)
- [lowell.isd709.org](http://lowell.isd709.org)
- [piedmont.isd709.org](http://piedmont.isd709.org)
- [stowe.isd709.org](http://stowe.isd709.org)

## Secondary Schools

- [aeo.isd709.org](http://aeo.isd709.org)
- [denfeld.isd709.org](http://denfeld.isd709.org)
- [dulutheast.isd709.org](http://dulutheast.isd709.org)
- [lincolnpark.isd709.org](http://lincolnpark.isd709.org)
- [ordeaneast.isd709.org](http://ordeaneast.isd709.org)

## District News

- Facebook: [facebook.com/duluthpublicschools](https://facebook.com/duluthpublicschools)
- Instagram: [@duluthpublicschools](https://www.instagram.com/duluthpublicschools)
- Twitter: [@Duluth\\_Schools](https://twitter.com/Duluth_Schools)
- Calendar: [isd709.org/calendar](http://isd709.org/calendar)
- News: [isd709.org/about-us/district-news](http://isd709.org/about-us/district-news)

# Administrative Team

NAME	TITLE	EMAIL
<b>SENIOR LEADERS</b>		
John Magas	Superintendent	<a href="mailto:superintendent@isd709.org">superintendent@isd709.org</a>
Anthony Bonds	Assistant Superintendent	<a href="mailto:anthony.bonds@isd709.org">anthony.bonds@isd709.org</a>
Simone Zunich	Executive Director of Business Services & Finance	<a href="mailto:simone.zunich@isd709.org">simone.zunich@isd709.org</a>
Theresa Severance	Executive Director of Human Resources & Operations	<a href="mailto:theresa.severance@isd709.org">theresa.severance@isd709.org</a>
<b>DEPARTMENT HEADS</b>		
Tawnyea Lake	Director of Assessment, Evaluation and Continuous Improvement	<a href="mailto:tawnyea.lake@isd709.org">tawnyea.lake@isd709.org</a>

Brenda Spartz	Director of Elementary Teacher, Learning and Equity	brenda.spartz@isd709.org
Jen Larva	Director of Secondary Teacher, Learning and Equity	jennifer.larva@isd709.org
Jason Crane	Director of Special Education	jason.crane@isd709.org
Nathan Smith	Education Equity Coordinator	nathan.smith@isd709.org
Binesiikwe Washington	American Indian Education Coordinator	edith.washington@isd709.org
Adelle Wellens	Communications Officer	communications@isd709.org

#### ELEMENTARY PRINCIPALS

Kathi Kusch Marshall	Principal, Congdon	kathi.marshall@isd709.org
Tom Cawcutt	Principal, Homecroft	thomas.cawcutt@isd709.org
Darren Sheldon	Principal, Lakewood	darren.sheldon@isd709.org
Jim Erickson	Principal, Laura MacArthur	james.erickson@isd709.org
Anna Cawcutt	Principal, Lester Park	anna.cawcutt
Eve Hessler	Principal, Lowell	eve.hessler@isd709.org
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Rae Jackson	Principal, Myers-Wilkins	rachel.jackson@isd709.org
Beth Shermoen	Principal, Piedmont	beth.shermoen@isd709.org
Jessa Cook	Principal, Stowe	jessica.cook@isd709.org

#### MIDDLE SCHOOL PRINCIPALS

Brian Kazmierczak	Principal, Lincoln Park	brian.kazmierczak@isd709.org
Barry Fischer	Assistant Principal, Lincoln Park	barry.fischer@isd709.org
Sue Lehna	Principal, Ordean East	susan.lehna@isd709.org

Michael Emerson	Assistant Principal, Ordean East	michael.emerson@isd709.org
Jodi Stacken	Assistant Principal, Ordean East	jodi.stacken@isd709.org

#### HIGH SCHOOL PRINCIPALS

Nathan Glockle	Principal, ALC and AEO	nathan.glockle@isd709.org
Tom Tusken	Principal, Denfeld	thomas.tusken@isd709.org
Joanna Sackette	Assistant Principal, Denfeld	joanna.sackette@isd709.org
Eric Stang	Assistant Principal, Denfeld	eric.stang@isd709.org
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Jon Flaa	Assistant Principal, Duluth East	jon.flaa@isd709.org
Kyle Rock	Assistant Principal, Duluth East	kyle.rock@isd709.org

#### OTHER PROGRAMS

Jacob Hintsala	Principal, Residentials/Therapeutics	jacob.hintsala@isd709.org
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Jeremy Rupp	Community Education Coordinator	jeremy.rupp@isd709.org
Sherry Williams	Director of Head Start and Preschool	sheryl.williams@isd709.org
Jennifer Jaros	Early Childhood Family Education Coordinator	jennifer.jaros@isd709.org
Jacob Laurent	Climate Coordinator	jacob.laurent@isd709.org
Lisa Larson	Families in Transition Coordinator	lisa.larson2@isd709.org
Callie DeVriendt	Mental Health, Social-Emotional Behavioral, and MTSS Coordinator	callie.devriendt@isd709.org
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# PART I – INFORMATION

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## Arrival and Dismissal Hours

An elementary student instructional day is from 7:45-2:15. In general student arrival will begin 15 minutes prior and bus departure begins within 10 minutes following the instructional day.

The middle school instructional day is from 8:45-3:15. The entry bell rings at 8:30 AM and bus departure is within 10 minutes following the instructional day. Any school sponsored after school activities run from 3:20-4:05 on identified days. An after school activity bus is provided and departs at 4:15.

The high school regular instructional day is from 9:00-3:30. If a student is enrolled in a Zero hour at one of the high schools, the day begins at 8:07AM. Transportation is not provided for Zero hour and is outside of the regular instructional day.

Please see your student's school website for specific details on the school day, arrival and dismissal procedures and after school activities.

Individual building hours are determined by event and staffing capabilities.

## Calendar

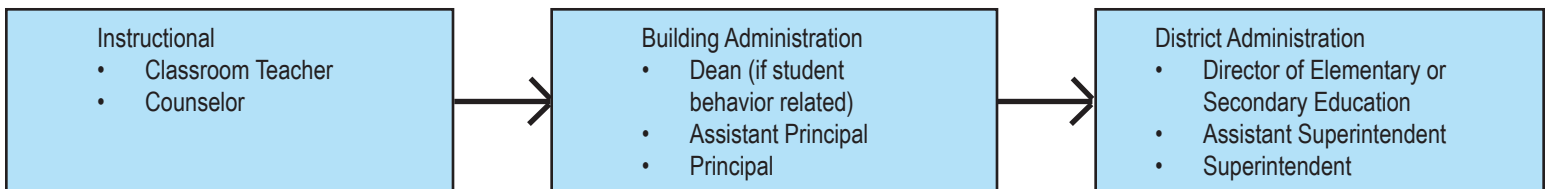
The school calendar is adopted annually by the school board. A copy of the school calendar can be found in the Appendix and on the school district's website at [www.isd709.org/calendar](http://www.isd709.org/calendar).

## Class Assignments

Class assignments will be communicated through the Back to School information that is sent from your student's school mid to late August. Parents can access teacher placement information in the parent portal of Infinite Campus: [duluthmn.infinitecampus.org/campus/portal/duluth.jsp](http://duluthmn.infinitecampus.org/campus/portal/duluth.jsp)

## Complaints

Students, parents/guardians, employees, or other persons may report concerns or complaints to the school district. Complaints may be either written or oral. People are encouraged, but not required, to file a written complaint at the building level where appropriate. The appropriate administrator will respond in writing to the complaining party regarding the school district's response to the complaint. An example flow chart to have concerns addressed would be as follows:



Any staff member, parent or student, who feels the Student Code of Conduct was not followed properly in regards to discipline has a right to make a complaint to the director of elementary education or director of secondary education.

## E-Learning Plan

### *What is an e-learning day?*

- Refers to an instructional school day that takes place when students are physically not at the school due to inclement weather situations.
- Instruction and communication happens online for some students while others may have assignments and resources sent home with them.
- Teachers are available to provide assistance to students and parents via email and/or phone via voicemail.
- Up to 5 e-learning days may be used for weather related school cancellations.

### *What are the goals of e-learning days?*

- Provide flexible delivery of instruction to minimize the disruption to education caused by any unexpected weather related school closings.
- Gives 6-12th grade students the opportunity to practice the kind of online learning that is increasingly part of college and the workplace.
- Enables students to apply becoming increasingly responsible for their learning.

### *How will the district notify families?*



Families must be notified of the plan at the beginning of the school year and prior to an e-learning day occurring. Some ways this information may be communicated are:

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- Student Handbooks
- District website
- Conferences
- Open House

In addition, there will be an automated message delivered to parents via phone and/or email soon after it is determined that the district will be moving to e-learning due to inclement weather. The recorded message will state whether or not e-learning will be executed on that day. Messages will also be communicated to local news and reporting outlets to share with the schools' communities.

#### ***How does an e-learning day work?***

- Preschool students will have work assigned by their teachers, which will be age appropriate with instruction and resources sent home.
- K-5th grade students will have grade appropriate Choice Boards assigned by their teachers.
- 6-12th grade students will have a combination of work assigned for all classes scheduled for that day in either digital or hard copy formats depending on the requirements of each teacher and the status of a student's Internet access.
- Students with special circumstances and needs such as those on IEPs will be addressed by their case managers in conjunction with their classroom teacher(s).
- Teachers will be available by email and/or phone via voicemail for students and families from 9:15AM-2:15PM.
- Due dates for work completed on an e-learning day will be determined by each classroom teacher as the nature of assignments will vary.

#### **What happens if a family chooses not to participate on an e-learning day?**

A family that chooses to not participate on an e-learning day will have their child marked as an excused absence for that day.

#### ***Internet Access***

Parents and students in 6-12th grades MUST inform teachers if there is no Internet access or limited Internet access at home so required modifications to assignments can be planned prior to an e-learning day.

#### ***Administrators are responsible for:***

- Being available by phone via voicemail and/or email.
- Actively interacting and supporting teachers and parents as needed.
- Ensuring E-Learning Day Plan is posted online and communicated through newsletters.
- Monitoring teacher attendance and compliance with the E-Learning Day Plan.

#### ***Teachers are responsible for:***

- Familiarizing students with their delivery method, type of assignments, and expectations of instruction prior to an e-learning day.
- Collaborating to make sure workload is appropriate and addresses each student's needs. Homeroom, specialists, intervention, special education, and content specific teachers will all contribute to a child's instruction on an e-learning day as appropriate.
- Including elements of instruction to address the requirements of interventions, IEPs for special education students and the needs of students with 504 accommodations if applicable.
  - This should be coordinated with case managers, academic support teachers, and certified support staff (Title I, EL, intervention teachers, dean of students, social workers, counselors, school nurse).
- Being available by phone via voicemail and/or email for student and parent communication from 9:15AM to 2:15PM.
- **Grades PreK-5:**
  - Ensuring parents are informed of Choice Board use on e-learning days and that Choice Boards are uploaded on the appropriate student communication tool prior to the first e-learning day.
- **Grades 6-12:**
  - Posting assigned work in Canvas by 9:15 AM on an e-learning day, if it has not already been assigned.
  - Sharing office hours on the Canvas class page.
  - Ensuring instruction and assignments are meaningful, monitored, and important to students.
    - Must include some type of instruction; cannot be a catch-up work day
    - However, review lessons & activities are okay
    - Lessons/activities should take most students no more than 20 minutes to complete
    - Students on 504s and IEPs will follow same accommodations with e-learning activities as they would if in the classroom
  - Being aware of each 6-12th grade student's access to adequate Internet service at home.
    - With prior communication, any student without Internet access at home should receive an alternative delivery method for instruction such as paper/pen versions of digital content with any hard copy textbooks if necessary for support to complete work.
    - Teachers can also have students download content prior to leaving the day prior to an anticipated e-learning day.

#### ***Parents are responsible for:***

- Verifying student attendance according to the expectations of the teacher(s).
- Seeking clarification from teachers regarding expectations on an e-learning day.

- Informing teachers if there is not adequate Internet at home for students in grades 6th-12th as assignments may need access. Teachers can provide alternatives to digital content as well as other accommodations if necessary.
- Supporting your child at home on an e-learning day. If your child struggles with a concept or assignment and is unable to complete work, please encourage your child to communicate with the teacher, who should then follow up when returning to school.

#### **Students are responsible for:**

- Completing and submitting work as assigned by the teacher(s).
- Accounting for their attendance according to the requirements of their grade and/or teacher(s).
- Communicating with their teacher about lack of Internet access at home for students in grades 6th-12th.

#### **Addition information for e-learning:**

- If there are no weather related school cancellations, no part of this plan will be executed.

### **Eighteen-Year-Old Students**

The age of majority for most purposes in Minnesota is 18 years of age. All students, regardless of age, are governed by the rules for students provided in school district policy and this handbook.

### **Employee Directory**

To contact a member of Duluth Public Schools, please use the online directory found on the district website: [www.isd709.org/faculty-staff-directory](http://www.isd709.org/faculty-staff-directory).

### **Employment Background Checks**

The school district will seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also will seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

### **Equal Access to School Facilities**

The school district has created a limited open forum for secondary students to conduct non curriculum-related meetings during non instructional time. The school district will not discriminate against or deny equal access or a fair opportunity on the basis of the religious, political, philosophical, or other content of the speech at such meetings. These limited open forum meetings will be voluntary and student initiated; will not be sponsored by school employees or agents; employees or agents of the school will be present at religious meetings only in a non participatory capacity; the meetings will not interfere with the orderly conduct of educational activities within the school; and nonschool persons will not direct, control, or regularly attend activities of student groups. All meetings under this provision must follow the procedures established by the school district.

### **Fees**

Materials that are part of the basic educational program are provided with state, federal, and local funds at no charge to a student. Students are expected to provide their own pencils, pens, paper, erasers, notebooks, and other personal items. If families are unable to provide the necessary supplies please reach out to your school for assistance.

Students may be required to pay certain other fees or deposits, including (not an inclusive list):

- Admission fees or charges for extracurricular activities, where attendance is optional and where the admission fees or charges a student must pay to attend or participate in an extracurricular activity are the same for all students, regardless of whether the student is enrolled in a public or a home school.
- Cost for materials for a class project that exceeds minimum requirements and is kept by the student.
- Security deposits for the return of materials, supplies, or equipment.
- Personal physical education and athletic equipment and apparel.
- Items of personal use or products that a student has an option to purchase such as student publications, class rings, annuals, and graduation announcements.
- Field trips considered supplementary to the district's educational program.
- Admission fees or costs to attend or participate in optional extracurricular activities and programs.
- Voluntarily purchased student health and accident insurance.
- Use of musical instruments owned or rented by the school district.
- A school district-sponsored driver or motorcycle education training course.
- Transportation to and from school for students living within 1 mile of school.
- Transportation of students to and from optional extracurricular activities or post-secondary instruction conducted at locations other than school.

Students will be charged for textbooks, workbooks, and library books that are lost or destroyed. The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information, contact the building principal.

## **Food in the Classrooms**

As stated in District Policy 533 Wellness:

Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus. Caution will be exercised when offering foods that may cause allergic reactions or adversely impact students with health conditions, including those foods provided through:

- Celebrations and parties. A celebration or party is a special and enjoyable occasion (birthdays, holidays, etc.). The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.
- Classroom snacks to be distributed to the class. A snack is food eaten between meals to supplement the nutritional needs of students intended to make a positive contribution to the child's health and diet. The school district will provide to parents, families and staff a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
- Please contact your child's teacher or building administrator for guidance on bringing food or treats to the classroom.

## **Fundraising**

All fundraising activities conducted by student groups and organizations and/or parent groups must be approved in advance by the school board. School District regulation 511R details the procedure for garnering approval through Business Services. Participation in non approved fundraising activities is a violation of school district policy. Solicitations of students or employees by students for nonschool-related activities will not be allowed during the school day. The fundraising request form can be found at [isd709.org/about-us/departments/business-finance](http://isd709.org/about-us/departments/business-finance).

## **Gifts to Employees**

Employees are not allowed to solicit gifts and are discouraged from accepting or receiving gifts from a student, parent, or other individual or organization of greater than nominal value. Parents/guardians and students are encouraged to write letters and notes of appreciation or to give small tokens of gratitude.

## **Graduation Ceremony**

Student participation in the graduation ceremony is a privilege, not a right. Students who have completed the requirements for graduation are allowed to participate in graduation exercises, unless participation is denied for appropriate reasons, which may include discipline. Graduation exercises are under the control and direction of the building principal(s). Each high school will communicate the guidelines for graduation ceremonies with seniors and families.

American Indian students are welcomed to wear American Indian regalia, Tribal regalia, or objects of cultural significance to graduation ceremonies. No staff member is to prohibit American Indian students from the wearing of these items in accordance with Minnesota State Statute 124D.792.

## **Holiday Celebrations and Parties**

School administrators and teachers will show sensitivity to students and families with varied cultural and religious beliefs. At times, schools and classrooms may plan events and activities to celebrate heritage months and holidays. Please contact your child's teachers for procedures in excusing students from these celebrations.

## **Interviews of Students by Outside Agencies**

Students may not be interviewed during the school day by persons other than a student's parents/guardians or school district officials, employees, and/or agents, except as provided by law and/or school policy.

## **Library and Media Center**

The library/media center is open during regular instructional hours. Students may use the library/media center during the school day and before and after school only when a supervisor is present.

## **Lunch**

Lunch is to be eaten in designated areas only. Lunch times vary by classroom and/or grade level. Students will be notified of their assigned lunchtime on the first day of school. Breakfast and lunch meals, (students must take the whole meal ) will be provided for free to all students, regardless of economic status. Students may be able to purchase a second lunch or a la carte items, if available, with their positive balance meal account. Students may bring a prepared lunch from home and milk will be available for purchase to supplement lunches brought from home.

Off-campus lunch is determined by school.

## **Messages to Students**

Personal cell phone use during the instructional day is discouraged and often prohibited. Students should leave their cell phones off (including smart watches and blu tooth earbuds) and in their lockers or at home during the school day. We ask families to help by reinforcing this message at home. Our buildings have landline phones in every class and office space so that an urgent message can be delivered to a student during the day. Please contact the school for further directions for contacting your child.

## **Nondiscrimination**

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age in its programs and activities. The school board has designated Assistant Superintendent Anthony Bonds, 709 Portia Johnson Drive, Duluth MN 55811, 218-336-8739 as the district's human rights officer to handle inquiries regarding nondiscrimination.

## **Notice of Violent Behavior by Students**

The school district will give notice to teachers and other appropriate school district staff before students with a history of violent behavior are placed in their classrooms. Prior to giving this notice, district officials will inform the student's parent or guardian that the notice will be given. The student's parents/guardians have the right to review and challenge their child's records, including the data documenting the history of violent behavior.

## **Parent and Teacher Conferences**

Parent and teacher conferences will be held twice per year. Conference dates are set by individual buildings. For more information, contact the site clerical.

## **Parent Volunteers**

Parents/guardians are welcome in the schools and are encouraged to volunteer in their children's classrooms. To volunteer in the school building or classroom, parents/guardians should contact the building principal. Parents/guardians who visit the school should sign in at the main school office before entering a classroom. The use of volunteers is at the discretion of each building's professional staff. Parent volunteers will be asked to complete a background check and will be notified once they are received and reviewed. For more information, contact the building principal.

## **Pledge of Allegiance**

Students will recite the Pledge of Allegiance to the flag of the United States of America once a week. Any person who does not wish to participate in reciting the Pledge of Allegiance for any personal reason may elect not to do so. Students must respect another person's right to make that choice. Students will also receive instruction in the proper etiquette toward, correct display of, and respect for the flag.

## **Schedule**

A schedule is needed to ensure smooth operation of the school. The daily school schedule is often building specific and within the building principal's authority to determine. Please see your school counselor or building principal for information on daily class schedules and schedule adjustments.

## **School Activities**

The school district provides opportunities for students to pursue special interests that contribute to their physical, mental, and emotional health. Formal instruction is the school district's priority.

Students who participate in school-sponsored activities are expected to responsibly represent the school and community. All rules pertaining to student conduct and student discipline apply to school activities.

All spectators at school-sponsored activities are expected to behave appropriately. Students and employees may be subject to discipline. Parents/guardians and other spectators may be subject to sanctions for inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

The Duluth School District is a member of the Minnesota State High School League (MSHSL). Students who participate in MSHSL activities must abide by the

MSHSL rules. The district will enforce all MSHSL rules during the school year and in the summer as applicable.

Employees who conduct MSHSL activities will cover applicable rules, penalties, and opportunities with students and parents/guardians prior to the start of an activity. For more information about the MSHSL rules and student eligibility requirements, contact your school Activity Director or refer to [www.mshsl.org](http://www.mshsl.org).

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## **School Closing Procedures**

School may be canceled when the superintendent believes severe weather or other circumstances threaten the safety of students and employees. The decision to close or delay the start of school due to severe weather is made prior to 5 a.m. All families will receive a call, text and/or email through our emergency messaging system if school is closed or delayed. If possible, a decision will be made the night before so families, especially those with elementary age students, have enough time to make alternative plans for their children in the event of weather-related school closings. Please visit [www.isd709.org/weather](http://www.isd709.org/weather) for more information.

## **Searches**

In the interest of student safety and to ensure that schools are drug free, district authorities may conduct searches. Students violate school policy when they carry contraband on their person or in their personal possessions or store contraband in desks, lockers, or vehicles parked on school property. "Contraband" means any unauthorized item, the possession of which is prohibited by school district policy and/or law. If a search yields contraband, school officials will seize the item(s) and, when appropriate, give the item(s) to legal officials for ultimate disposition. Students found to be in violation of this policy are subject to discipline in accordance with the school district's "Student Discipline" policy, which may include suspension, exclusion, expulsion, and, when appropriate, the student may be referred to legal officials.

## **Lockers and Personal Possessions Within a Locker**

Under Minnesota law, school lockers are school district property. At no time does the school district relinquish its exclusive control of lockers provided for students' convenience. School officials may inspect the interior of lockers for any reason at any time, without notice, without student consent, and without a search warrant.

Students' personal possessions within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials will provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

## **Desks**

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

## **Personal Possessions and Student's Person**

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

## **Vehicles on Campus**

### **Patrols and Inspections**

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

### **Search of the Interior of a Student's Motor Vehicle**

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

## **Student Publications and Materials**

The school district's policy is to protect students' free speech rights while, at the same time, preserving the district's obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building principal and/or sponsor. Non-school-sponsored publications may not be distributed without prior approval.

## **Distribution of Non-school-Sponsored Materials on School Premises**

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The school district recognizes that students and employees have the right to express themselves on school property. This protection includes distributing non-school-sponsored material, subject to school district regulations and procedures, at a reasonable time and place and in a reasonable manner. For detailed information, see the complete “Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees” policy (Appendix B).

## **School-Sponsored Student Publications**

The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies. Students producing official school publications and participating in school activities will be under the supervision of a faculty advisor and the school principal. “Official school publications” means school newspapers, yearbooks, or material produced in communications, journalism, or other writing classes as part of the curriculum. Expression in an official school publication or school-sponsored activity is prohibited when the material:

- Is obscene to minors;
- Is libelous or slanderous;
- Advertises or promotes any product or service not permitted for minors by law;
- Encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;
- Expresses or advocates sexual, racial, or religious harassment or violence or prejudice;
- Is distributed or displayed in violation of time, place, and manner regulations.

Expression in an official school publication or school-sponsored activity is subject to school district editorial control over the style and content when the school district’s actions are reasonably related to legitimate pedagogical concerns. Official school publications may be distributed at reasonable times and locations.

## **Student Records**

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an “eligible” student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more information on the rights of parents/guardians and eligible students regarding student records, see “Student Records” (Appendix C). A complete copy of the school district’s “Protection and Privacy of Pupil Records” policy may be obtained at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

## **Student Surveys**

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. For complete information on the rights of parents/guardians and eligible students about conducting surveys, collection and use of information for marketing purposes, and certain physical examinations, see “Student Surveys” (Appendix D). A complete copy of the school district’s “Student Surveys” policy may be obtained at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

## **Transportation of Public School Students**

The school district will provide transportation, at the expense of the school district, for all resident students who live one mile or more from the school. Transportation will be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break, except in certain circumstances. The school district will not provide transportation for students whose transportation privileges have been revoked or have been voluntarily surrendered by the students’ parent or guardian. See additional discipline procedures in the Code of Conduct section.

## **Extracurricular Transportation**

The school district may provide transportation for students to and from extracurricular activities. To the extent the school district provides extracurricular transportation, the district may charge a fee for transportation of students to and from extracurricular activities and optional field trips at locations other than school.

## **Video and Audio Recording**

### **School Buses**

All school buses used by the school district may be equipped for the placement and operation of a video camera. The school district will post a notice in a conspicuous location informing students that their conversations or actions may be recorded. The school district may use a video recording of the actions of student passengers as evidence in any disciplinary action arising from the students’ misconduct on the bus.

### **Places Other Than Buses**



## PART II — ACADEMICS

### Alternative Educational Opportunities

Some students may be at risk of not continuing or completing their educational programs. The school district provides alternative learning options for students at risk of not succeeding in school. Alternative educational opportunities may include special tutoring, diversified curriculum and instruction, instruction through electronic media, special education services, homebound instruction, and enrollment in an alternative learning center, among others. A list of the alternative learning options is available on the district's website at [www.isd709.org/academics/special-education](http://www.isd709.org/academics/special-education) and/or [alc.isd709.org](http://alc.isd709.org). Students and parents/guardians with questions about these programs should contact the Special Services or ALC.

### Homework

Homework assignments are made by the teachers. The amount of homework varies by teacher and subject area. The school district asks parents/guardians to encourage their child(ren) to complete homework thoroughly and promptly.

### Cheating and Plagiarism

Cheating and plagiarism are prohibited. Students who cheat or commit plagiarism on any test or assignment will be given a failing grade for that test or assignment and will be disciplined in accordance with the school district's "Student Discipline" policy (Appendix E).

### Dropping Classes or Removing a Student from Class

- Semester Courses (such as Health, Physical Education, Psychology)
  - » Students will have ten school days after the start of the first grade period to drop without penalty.
- Sequential / Yearlong Semester Courses (such as English, Geometry, American History)
  - » 1st and 2nd Semester: Students will have ten school days after the start of the first grade period to drop without penalty.

Students who drop a class after the deadline above will have a transcript with a record of their credit(s) attempted and credits earned. The student will receive no credit and will receive a grade of "I". The grade point average will be permanently affected since this would be a credit attempt, but no credit earned.

Any student removed from a class due to excessive truancies or absences will receive no credit and a permanent "I" grade. The grade point average will be permanently affected since this would be credit attempted, but no credit earned.

### Extended School Year Opportunities

The school district provides extended school year opportunities to a student who is the subject of an Individualized Education Program (IEP) if the student's IEP team determines the services are necessary during a break in instruction in order to provide a free and appropriate public education. For more information on extended school year opportunities for students with an IEP, contact the student's case manager.

### Field Trips

Field trips may be offered to supplement student learning in which students voluntarily participate and, if so, students who participate may be charged. Students will not be required to pay for instructional trips that take place during the school day, relate directly to a course of study, and require student participation.

### Grades

#### Elementary Report Card

Duluth Public Schools implements a standards based report card for elementary students. Report cards are issued once each semester. Family Report Card Guides and as well as activities that can be done at home to support learning are available for grades K-5 at your child's school or online at [www.isd709.org/academics/grading-and-reporting/elementary-report-card](http://www.isd709.org/academics/grading-and-reporting/elementary-report-card). The report cards are designed to report on each child's performance in relation to specific criteria. The goals of standards based report cards include the ability to:

- Reflect academic achievement
- Provide meaningful feedback
- Be honest, fair, transparent, credible, useful, and user friendly
- Be aligned with the Duluth Public Schools curriculum
- Reflect consistency among courses, grade levels, departments, and schools
- Separate non-academic factors like participation or effort

The following numbers and descriptors are used to report progress:

#### 4 — Mastering

The student exhibits knowledge and understanding of the concepts, skills, and processes the standard requires and can readily apply this knowledge in a variety of settings.

#### 3 — Meeting

The student has a thorough knowledge, understanding, and application of the concepts, skills, and processes the standard requires. A score of three meets grade level expectations.

#### 2 — Developing

The student is gaining understanding of the concepts, skills, and processes the standard requires, but has not been able to consistently demonstrate the learning.

#### 1 — Beginning

The student is just starting to understand the concepts, skills, and processes the standard requires and needs consistent support.

### Middle School Report Card

Students in grades 6-8 receive letter grades to report academic progress. Report cards for grades 6-8 are issued four times per year. You may access your student's grades by going to: <https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp>.

- A full schedule (100 % enrolled) is 6 classes with What I Need (WIN) Advisory, per semester.
- WIN/Advisory participation is a mandatory part of every student's schedule. It is an abbreviated class and may not be replaced by an online learning class.
- OEMS & LPMS physical education & music classes are considered ½ semester classes since they meet every other day.

### High School Report Card

Students in grades 9-12 receive letter grades to report academic progress in the following manner, exceptions may be given for Honors, AP, or CITS classes.

- Report cards for grades 9-12 are issued four times per year.
- Credit is awarded at the semester level.
- Final semester grades are calculated as follows: quarter A grade (43%) plus quarter B grade (43%) plus final exam (14%) = Final Semester Grade.
- A student's Grade Point Average (GPA) is calculated using whole grades, meaning plus and minus do not impact GPA.
- A full schedule is 6 credit bearing courses with a mandatory What I Need (WIN) Advisory.
- A student may participate in 50% online learning courses and still be considered enrolled in their resident district.
- You may access your student's grades by going to: <https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp>.

Families can monitor current scores through the Canvas learning management system. Students who participate in advanced coursework such as Honors, AP, PSEO, CITS, or other rigorous opportunities may have different grading guidelines as a result of the course requirements. For specifics, please refer to the course syllabus or cooperating postsecondary institution for details.

There are a few exceptions in high school concurrent and dual enrollment classes where letter grades may be required and high schools must work with their post-secondary partners on completion requirements. Please refer to your school for more information.

### Middle School and High School Grades

The following percentages are used for both middle and high school grading:

A	(90-100%) Excellent
B	(80-89%) Very Good
C	(70-79%) Satisfactory
D	(60-69%) Passed
F	(Below 60%) Fail



## Graduation Requirements

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Students must meet all course credit requirements and graduation standards, as established by the state and the school board, in order to graduate from Duluth Public Schools. Graduating high school students need 21.5 in 2024 and 22.5 in 2025 and beyond. Specific requirements are listed below, with a complete listing of requirements to be found at [www.isd709.org/academics/course-offerings](http://www.isd709.org/academics/course-offerings).

MINIMUM GRADUATION REQUIREMENTS							
<b>Class of 2024: minimum credits needed to graduate - 21.5</b> <b>Class of 2025 and beyond: minimum credits needed to graduate - 22.5</b>							
<b>English Language Arts</b> 4.0 credits	<b>Social Studies</b> 3.5 credits	<b>Math</b> 3.0 credits	<b>Science</b> 3.0 credits	<b>Arts</b> 1.0 credit	<b>Health</b> .5 credits	<b>Physical Education</b> .5 credits	<b>Elective</b> Class of 2024: 6.0 credits Class of 2025 & beyond: 7.0 credits

In Minnesota, students are required to complete two kinds of requirements by the time they graduate. Students must:

- Satisfactorily complete all state academic standards or local academic standards where state standards do not apply.
- Satisfactorily complete the state course credit requirements under Minnesota Statutes, section 120B.024.

Students with an individualized education program, Section 504 accommodation plan, or limited English proficiency needs may be eligible for testing accommodations, modifications, and/or exemption. For additional information, see the counselor or principal at your child's school.

## Early Graduation

Students may be considered for early graduation after meeting the conditions provided in school district policy.

## Graduation Procedures

- Duluth Public Schools students attending AEO or ALC may request to walk through the graduation ceremony where they previously attended prior to enrolling in AEO or ALC
- AEO and ALC staff will request information from their students regarding where the students plan to walk at the end of Semester 1
- ALC principal will provide the names of students at the start of Semester 2 to East or Denfeld in order to order graduation materials for students
- Final grades for AEO and ALC students must be to Denfeld and East by 8:00am Monday the week of graduation
- Students will receive a diploma from the school they attend at least 50% the last semester of 12th grade year

## Postsecondary Enrollment Options (PSEO)

Postsecondary Enrollment Options (PSEO) is a program that allows 10th-, 11th- and 12th-grade students to earn both high school and college credit while still in high school, through enrollment in and successful completion of college nonsectarian courses at eligible participating postsecondary institutions. Most PSEO courses are offered on the campus of the postsecondary institution; some courses are offered online. Each participating college or university sets its own admissions requirements for enrollment into the PSEO courses. Eleventh and 12th-grade students may take PSEO courses on a full- or part-time basis; 10th graders are eligible to enroll in PSEO on a more limited basis (see note below). Students must meet the PSEO residency and eligibility requirements and abide by participation limits specified in Minnesota Statutes, section 124D.09. If a school district determines a pupil is not on track to graduate, she/he may continue to participate in PSEO on a term by term basis. Information about PSEO and more information can be found at [education.mn.gov/MDE/dse/ccs/pseo](http://education.mn.gov/MDE/dse/ccs/pseo).

## Promotion and Retention

All students are expected to achieve an acceptable level of proficiency. Students who achieve at an acceptable level will be promoted to the next grade level at the completion of the school year. Retention of a student may be considered when professional staff and parents/guardians feel that it is in the best interest of the student. The superintendent's decision will be final. The district has a variety of services to help students succeed in school. For more information, contact the school principal.

## Multi-Tiered System of Supports (MTSS)

Duluth Public Schools implements a Multi-Tiered System of Supports to ensure needs of all learners are addressed. Every school has a team of staff dedicated to supporting student success. There are academic, social, emotional, and behavioral supports available at each school. Contact your child's teacher or principal for more information.

## Summer School

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The school district may provide summer school learning opportunities through the Duluth Area Learning Center. There are two options for summer school: seat-based summer school or credit recover through online classes. For more information about summer school, contact your counselor.

## E-Squared

As part of the district's MTSS (Multiple Tiered Systems of Support) initiative to accelerate the performance of all students, we offer supplemental services in conjunction with other interventions and extensions for 3rd-5th grade students throughout the district. We use universal screeners to identify the highest 10% of grades 3-5 at each elementary site in math and ELA (English Language Arts). We then provide at least 10 hours per qualified subject area of intervention courses. These subject specific units offer project-based learning opportunities that focus on extending the grade-level standards and allow students the opportunity to collaborate, communicate and think critically with a small cohort of high achieving peers. All students have the opportunity to qualify for either or both math and ELA services.

## English Language Learner Program

The English Language Learner (ELL) Program serves students who:

1. First spoke a language other than English, come from homes where a language other than English is usually spoken, or do not use English as a primary language

**- AND -**

2. Lack the necessary English skills to fully participate in classes taught in English

If you think your child requires ELL services, please contact your student's building principal. Immersion Language Programs

Duluth Public Schools is providing high quality language instruction in two different elementary immersion programs. Families interested in enrolling their child/children in the Misaabekong Ojibwe Immersion Program or Nueva Vision Spanish Immersion Program should contact Lowell Elementary School at 218-336-8895.

## Parent Right to Know

If a parent requests it, the school district will provide information regarding the professional qualifications of his/her child's classroom teachers, including, at a minimum, the following:

1. Whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. Whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;
4. Whether the student is provided services by paraprofessionals and, if so, their qualifications.

In addition, the school district will provide parents with information as to the level of achievement of their child in each of the state academic assessments. The school district will provide notice to parents if their child has been assigned to, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.

# PART III — RULES AND DISCIPLINE

## Attendance

Regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability. For detailed information, see the "Student Attendance" policy (Appendix F).

## Bullying Prohibition

The school district is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, are prohibited on school district property, at school-related functions or activities, on school transportation, and by misuse of

## **Conduct on School Buses and Consequences for Misbehavior**

Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students. The school district will not provide transportation for students whose transportation privileges have been revoked.

The school district is committed to transporting students in a safe and orderly manner. To accomplish this, student riders are expected to follow school district rules for waiting at a school bus stop and for riding on a school bus.

While waiting for the bus or after being dropped off at a school bus stop, all students must comply with the following rules:

- Get to the bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- Respect the property of others while waiting at the bus stop.
- Keep your arms, legs, and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road, or highway when waiting for the bus.
- Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- No fighting, harassment, intimidation, or horseplay.
- No use of alcohol, tobacco, or drugs.

While riding a school bus, all riders must comply with the following rules:

- Follow the driver's directions at all times.
- Remain seated facing forward while the bus is in motion.
- Talk quietly and use appropriate language.
- Keep all parts of your body inside the bus.
- Keep arms, legs, and belongings to yourself and out of the aisle.
- No fighting, harassment, intimidation, or horseplay.
- Do not throw any object.
- No eating, drinking, or use of alcohol, tobacco, or drugs.
- Do not bring any weapons or dangerous objects on the school bus.
- Do not damage the school bus.

Consequences for school bus/bus stop misconduct will be imposed by the school district under administrative discipline procedures. All school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement. For further information on busing behavioral procedures see under Code of Conduct section.

## **Cell Phones and Other Electronic Communication Devices**

The Duluth Public Schools holds high expectations for student behavior, academic integrity, and responsible use of existing and emerging technologies. Students who possess cell phones and other personal electronic devices at school or school-sponsored events shall demonstrate the greatest respect for the educational environment and for the rights and privacy of all individuals within the school community.

At Duluth Public Schools every school participates in Away for the Day, which means that students will not have access to their cell phones from the start of first period to after sixth period. We ask that families help by reinforcing this message at home. As always, our school has a landline phone in every class and office space so that a message can be delivered to a student during the day.

Students who have earbuds in, cellphones out of their locker or smart watches on during the school day will be asked to leave their devices at home for the remainder of the quarter.

Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and gang activity. If the school district has a reasonable suspicion that a student has violated a school rule or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

Cell phone and camera use is prohibited in all bathrooms, locker rooms, and other areas where a student's privacy could be violated.

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For detailed information on the Student Code of Conduct and consequences for violations, see the "Student Discipline" policy (Appendix E).

## Dress and Appearance

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students' attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District's intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn't interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

Our values are:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
  - All students and staff should understand that they are responsible for managing their own personal "distractions" without regulating individual students' clothing/self-expression.
  - Student dress code should support school attendance and engagement.
  - Dress code violations should be addressed using student/body-positive language to explain the code.
  - Teachers should focus on teaching and students focus on learning without the distraction and often uncomfortable burden of addressing dress code violations.
  - Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.
1. Basic Principle: Certain body parts must be covered for all students at all times. Clothes must be worn in a way such that genitals, buttocks, breasts, and nipples are fully covered with opaque fabric.
  2. Student Must Wear, while following the basic principle of Section 1 above:
    - A Shirt (with fabric in the front, back and sides that covers the middle torso) AND
    - Pants/jeans or the equivalent (for example, a skirt, sweatpants, leggings, a dress or shorts) AND
    - Weather & activity appropriate shoes.
  3. Student May Wear:
    - Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
    - Staff may direct students to remove headwear that causes a disturbance or problems which interrupt an event, activity, or process to the learning environment.
  4. Students Cannot Wear:
    - Any clothing that reveals visible undergarments (visible waistbands and visible straps are allowed).
    - Bulky jackets/coats intended for outside wear and must be kept in the student's locker during regular school hours.
    - Clothing that includes words or pictures that are obscene, vulgar, sexually explicit, convey sexual innuendo, abuse or discrimination, or which promote or advertise alcohol, chemicals, tobacco or any other product that is illegal for use by minors and illegal on school property, will not be allowed.
    - Objectionable emblems, badges, symbols (including confederate flags & swastika's), derogatory mascots, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to any group, evidences of gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals is not allowed.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

The possession and use of alcohol, controlled substances, and toxic substances are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The school district will discipline or take appropriate action against anyone who violates this policy.

District policy is not violated when a person brings a controlled substance that has a currently accepted medical treatment use onto a school location for personal use if the person has a physician's prescription for the substance except marijuana is not allowed on school property even if prescribed. Students who have prescriptions must comply with the school district's "Student Medication" policy. The school district will provide an instructional program in every elementary and secondary school on chemical abuse and the prevention of chemical dependency.

## Harassment and Violence Prohibition

The school district strives to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. Detailed information on the school district's "Harassment and Violence Prohibition" policy is included in this handbook (Appendix H).

## Harassment, Violence, and Bullying Behavior

Duluth Public Schools is committed to creating and maintaining a learning and working environment where all individuals are treated with respect and dignity. Every individual has the right to learn/work in an environment free of harassment, violence, and bullying behavior.

**Prevention** — Preventing harassment, violence, and bullying behavior before it happens is always best. Prevention keeps us from experiencing adverse experiences in the first place, helps us focus on teaching and learning, and is an efficient and effective use of resources.

Efforts to intentionally develop a positive school climate and create positive relationships will work to prevent harassment, violence, and bullying behavior. Furthermore, academic success is directly related to school engagement and school engagement associated with peer and adult support and relationships. Nothing has a more positive impact in the life of a child than positive relationships.

**Suicide Prevention** — The mental health of students in Duluth Public Schools is important. Mental health is defined as how a person thinks, feels, and acts in regards to their emotional, psychological and social well-being. It helps determine how we handle stress, relate to others, and make choices. One way you can maintain good mental health is by getting professional help when you need it. Sometimes a person may experience an emotional crisis and be in need of support now. The 988 Suicide and Crisis Lifeline provides free 24/7 confidential support for people in distress. If you or someone you know needs support now, call or text 988 or chat 988Lifeline.org. Duluth Public Schools, as part of state licensing, also provides educators with training opportunities to recognize the signs and symptoms of early onset child and adolescent mental illness as well as suicide prevention.

**Preparation** — Preparing students, staff, and families for adverse experiences is also an important part of creating safe and welcoming environments for everyone. We should know what to do and have a plan in place to do it well. Preparation includes teaching students about these behaviors, the roles that people fulfill in an incident, what to do, and how to report it.

**Response** — When harassment, violence, or bullying behavior is reported or witnessed, responses include telling the person to stop, creating separation and safety, investigating incidents, planning and implementing interventions, and informing others. Each situation is unique and may require different and unique interventions, including student conferencing, parent involvement, school discipline, connection to other resources, and restorative practices.

**Recovery** — Even when prevention is done well and we prepare and respond effectively, students may still benefit from support and assistance in recovering from incidents of harassment, violence, and bullying behavior. Helping students recover may look different from child to child and from school to school. Schools have resources available in a crisis and can help families connect to on-going supports in the community. All schools have co-located mental health services. The focus of recovery is to return students back to regular school activity in a safe and welcoming environment.

**Positive Behavioral Interventions and Supports (PBIS)** — Positive Behavioral Interventions and Supports (PBIS) is an evidenced-based framework for proactive teaching of social emotional and behavioral instruction as well as supporting all students' social, emotional and behavioral needs. This approach helps schools create and sustain effective and culturally-inclusive environments that support academic and social, emotional and behavioral success for all students. Duluth Public Schools uses PBIS foundations to teach school-wide expectations and social emotional learning for all students. PBIS also positively recognizes students who meet those expectations. Additional social, emotional, or behavioral supports are provided to students as needed to ensure that students receive the services they need to meet the social emotional behavioral standards as set forth by the Minnesota Department of Education. PBIS also encourages the use of non-exclusionary discipline approaches such as utilizing a restorative approach for addressing student behavioral challenges.

Within each school, the following systems and practices are foundational to PBIS implementation:

- Each school creates clear and consistent school-wide expectations that promote positive behavior. These expectations, which reflect the school com-

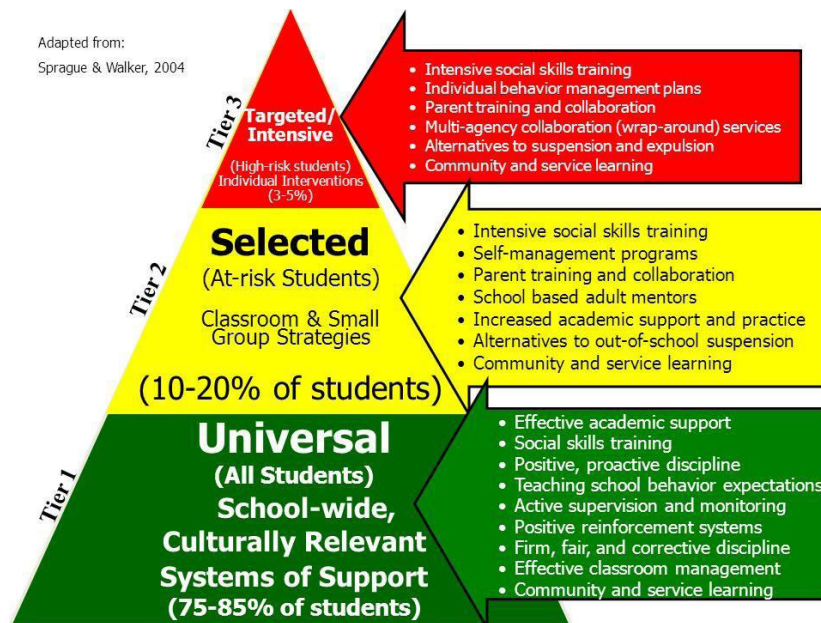


munity, values and culture, are defined, taught, modeled, reinforced and (when necessary) retaught.

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- Schools also use data to guide how they teach and reinforce the expectations for individual students, groups of students, whole classrooms and school-wide.
- Social emotional learning skills are taught to all students.
- A continuum of evidence-based interventions is integrated and utilized to support the social, emotional, and behavioral success of all students.
- Data is used to identify students in need of additional social, emotional or behavioral support and match them to interventions or support needed.
- A school climate survey is administered twice annually in our schools to gather information from students, families, and staff in order to further develop our PBIS practices and systems to better meet the needs of our students and promote a positive school environment.
- Each school continually collects data and refines its systems and practices as needs change. The goal is to provide positive and equitable social, emotional, behavioral, and academic outcomes for all students.

Each school designs a three-tiered system that is aligned with the district's strategic direction:



**Tier 1:** All students are involved in learning about the school and classroom behavior expectations as well as foundational social emotional learning skills to meet the social emotional learning competencies as laid out by the Minnesota Department of Education. Staff members teach, model and reinforce these expectations and skills throughout the course of the school year.

**Tier 2:** Some students receive additional intervention or support for their needs. This may occur at times in a small group setting or within the classroom.

**Tier 3:** A few students receive individualized or more intensive interventions and support based on their needs, after less intensive levels of intervention have been tried.

**Restorative Practices** — Restorative Practices are both proactive as well as responsive interventions that are used to foster an equitable and positive school culture where relationships are central. Restorative practices are a continuum of support and may include things like proactive and community building circles, using affective statements in interactions, using restorative questions, responsive circles, conferencing, short impromptu conversations, thinking sheets, etc. In this approach, relationships are the most important way we learn about the world and ourselves.

Some schools are implementing Restorative Practices school-wide as a way to proactively build community among stakeholders. All schools have support staff trained in restorative practices in order to be able to respond to members of our school community when harm has been caused through utilizing a restorative approach. Restorative practices may replace traditional ways of approaching student behavior but still provide a space for accountability to occur through conversation when harm has been caused. In a restorative school community we believe:

- Everyone in the school community has something to contribute and deserves the right to be heard.
- We are all connected to one another.
- All of us want to have meaningful relationships with others.
- We all have talents and gifts we bring to school.
- It takes time, habits and support to build and maintain positive relationships.
- Learning can happen through conversation and through relationships.
- That empathy, kindness, caring, and good communication skills can develop through the use of restorative practices.

**Social-Emotional Learning (SEL)** — Social and Emotional Learning is how children and adults learn how to manage emotions, set and achieve positive

goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions. Departments across the district work collaboratively to support social-emotional learning. A school may choose to implement a specific Social-Emotional Learning program(s) to support academic and social success. Social-emotional learning is the process of developing the self-awareness, self-control, and interpersonal skills that are vital for school, work, and life success.

**CASEL’s definition** — We define social and emotional learning (SEL) as an integral part of education and human development. SEL is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions.

SEL advances educational equity and excellence through authentic school-family-community partnerships to establish learning environments and experiences that feature trusting and collaborative relationships, rigorous and meaningful curriculum and instruction, and ongoing evaluation. SEL can help address various forms of inequity and empower young people and adults to co-create thriving schools and contribute to safe, healthy, and just communities.

Minnesota Department of Education has adopted CASEL’s social emotional learning 5 competencies:



**Mental Health & Wellness** — Mental Health refers to how a person thinks, feels, and acts in regards to their emotional, psychological, and social well-being. It helps determine how we will handle stress, relate to others, and make choices. The Duluth School District supports student mental health by creating social and emotional learning opportunities in addition to supporting access to mental health services through internal supports as well through community based providers. These supports strive to create a safe learning environment, maximize collaboration between students and adults, create trusting relationships, and empower students to do their best.

**Reporting Harassment, Violence, and Bullying Behavior** — Harassment, violence, and bullying behavior is a concern across our nation and here in Duluth. Reducing this behavior is important to Duluth Public Schools and we take any allegations of this seriously. Any time you witness or are involved in a situation involving harassment, violence, or bullying behavior it is important to report it. Help is available. Speak with your teacher, school principal, or another trusted adult at school, home, or in your community.

- If someone is hurting you verbally or physically, tell them to stop, walk away, and tell an adult
- Report it right away. A prompt response increases safety, reduces response time, and improves the results of the investigation and intervention. Reporting forms can be located at the back of this handbook or online at [www.isd709.org](http://www.isd709.org).
- Be specific. Share who was with you or might have seen something, who said or did what, and when and where it happened. Keep text messages and social media posts that contain harassing, violent, or bullying behavior so you can show them to an adult at school.

**Minnesota Law** — Minnesota has passed the Safe Schools Act.

## Hazing Prohibition

Hazing is prohibited. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the school district’s “Student Discipline” policy. Please see the school district’s “Hazing Prohibition” policy (Appendix I).

## Internet Acceptable Use

All school district students have conditional access to the school district’s computer system, including Internet access, for limited educational+ purposes, including use of the system for classroom activities, educational research, and professional and career development. Use of the school district’s system is

a privilege, not a right. Unacceptable use of the school district's computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including, but not limited to, suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws.

A copy of the school district's "Internet Acceptable Use" policy is available at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. Identify each curriculum, testing, or assessment technology provider with access to educational data;
2. Identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
3. Include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

Students will receive a copy of the school district's "Internet Acceptable Use" policy and are expected to understand and agree to abide by the policy as a condition of use of the school district's computer system. All students who wish to use the school district's computer system must sign the Blended Learning 1:1 Agreement form annually.

## **Parking on School District Property**

### **Students**

The school district allows limited use and parking of motor vehicles by students in school district locations subject to the following rules:

Parking a motor vehicle on school property during the school day is a privilege;

- Parking is permitted in designated areas only, by permit. For information, contact your school.;
- Students are not permitted to use motor vehicles during the school day in any school district locations unless an emergency occurs and permission has been granted to the student by the school administration;
- Students are permitted to use motor vehicles on the high school campus(es) only before and after the school day;
- Unauthorized vehicles parked on school district property may be towed at the expense of the owner or operator.

The school district may conduct routine patrols of school district properties and inspections of the exteriors of the motor vehicles of students. Interiors of students' vehicles in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. If a search yields contraband, school officials may seize the item and may turn it over to legal authorities when appropriate. A student who violates this policy may be subject to withdrawal of parking privileges and/or discipline according to the school district's "Student Discipline" policy (Appendix E). Please see the parking agreement/permit application form for specific site related information.

### **Visitors**

Visitors are permitted to park in designated school district visitor parking areas. Unattended vehicles left in other locations on school district property may be towed at the owner's expense.

## **Tobacco-Free Schools; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction**

School district students and staff have the right to learn and work in an environment that is tobacco free. School policy is violated by any individual's use of tobacco, tobacco-related devices, or carrying or using activated electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Students may not possess any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Any student who violates this policy is subject to school district discipline. For detailed information on the school district's "Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction" policy, see Appendix J. Contact the building principal if you have questions or wish to report violations.

A limited exception to the tobacco prohibition exists for adult members of an Indian tribe, as defined under Minnesota law, who may light tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony.



Vandalism of any district property is prohibited. Violators will be disciplined and may be reported to law enforcement officials.

## Weapons Prohibition

No person will possess, use, or distribute a weapon when in a school location except as provided in school district policy. A “weapon” means any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon. A weapon also includes look-alike weapons. Appropriate discipline and action will be taken against any person who violates this policy. The school district does not allow the possession, use, or distribution of weapons by students. Discipline of students will include, at a minimum: immediate out-of-school suspension; confiscation of the weapon; immediate notification of police; parent or guardian notification; and recommendation to the superintendent of dismissal for a period of time not to exceed one year. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully. A student who brings a firearm to school will be expelled for at least one year, subject to school district discretion on a case-by-case basis. For a copy of the “School Weapons” policy, visit [isd709.org/about-us/policies](http://isd709.org/about-us/policies).

## Standards of Conduct

Standards of conduct are developed to ensure a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe these are achieved through a culture that promotes positive relationships, mutual respect, repairing harm, and a belief in the potential of all members while engaging with families and community as partners.

Disciplinary policies within the elementary and secondary schools shall be enforced within the general guidelines as set forth in the grid below. These guidelines are designed to prevent student’s inappropriate behavior from recurring through use of environmental, instructional, and/or restorative intervention and represent the majority of incidents that occur in schools. However other incidents may occur which warrant disciplinary action.

These guidelines describe the various administrative actions that may be taken for incidents that violate school district standards of conduct and/or the law. The listing of guidelines does not require that a ‘step by step’ progression of increasing severity be employed by an administrator when addressing an incident.

Behavioral incidents requiring Office intervention will be documented as an office discipline referral in Infinite Campus under the student behavior tab. Out of school suspension is used for the purpose of creating separation and safety for further investigation and intervention planning in response to a behavioral incident. At all age levels, use of suspension should be paired with environmental, instructional, and/or restorative intervention. For students with a history of violent behavior, staff will be notified per Policy 5022.

The Principal’s discretion regarding the enforcement of policy will be used when age, culture, and development/ability are factors in behavioral issues. There should be a logical relationship between the severity of the offense and the administrative action. Behaviors are grouped into four levels for the purpose of consistency and organization. Some behaviors will be severe or egregious enough to warrant disciplinary actions corresponding with a higher level. The Assistant Superintendent will be consulted if any site desires to implement discipline which exceeds the minimum guidelines.

Busing infractions will follow the four levels listed below based on the incident and additional discipline will follow the Code of Conduct. Separately or in addition to, bus conduct can result in removal from the bus.

## Duluth Public Schools Major & Minor Behavior

	LEVEL	TYPE OF BEHAVIOR	ACTION	MANAGED BY
MINOR	1	Incidental Violations	Not Recorded	Staff/Teacher
	2	Minor Violations	Minor Referral Form	Staff/Teacher
MAJOR	3	Major Violations	Major Referral Form	Staff/Administration
	4	Unlawful Violations	Major Referral Form	Administration/Office

Staff/Teacher Managed		Administration/Office Managed	
<b>Level 1 - Incidental</b> <i>Doesn't significantly violate the rights of others. Doesn't put others at risk. Not chronic.</i> <ul style="list-style-type: none"> <li>• Consensual display of affection</li> <li>• Dress Code</li> <li>• Horseplay</li> <li>• Loud noise</li> <li>• Minor arguments</li> <li>• Missing homework</li> <li>• Noise making</li> <li>• Out of seat</li> <li>• Refusal to follow directions (non chronic)</li> <li>• Running in hallway</li> <li>• Transportation (see charts below)</li> <li>• Unprepared for class</li> <li>• Unapproved Food &amp; Drink</li> </ul>	<b>Level 2 - Minor</b> <i>Doesn't significantly violate the rights of others. Doesn't put others at risk.</i> <ul style="list-style-type: none"> <li>• Academic dishonesty</li> <li>• Avoiding staff</li> <li>• Cell phone violation</li> <li>• Defiance</li> <li>• Disrespect</li> <li>• Disruption</li> <li>• Inappropriate language</li> <li>• Interruptions</li> <li>• Leaving assigned area</li> <li>• Misuse of technology</li> <li>• Property misuse</li> <li>• Refusal to follow directions</li> <li>• Refusal to participate in class</li> <li>• Transportation (see charts below)</li> </ul>	<b>Level 3 - Major</b> <i>Violates the rights of others. Puts self or others at risk, or chronic</i> <ul style="list-style-type: none"> <li>• Attendance issues</li> <li>• Bullying/Cyberbullying</li> <li>• Extortion</li> <li>• Forgery/plagiarism</li> <li>• Gambling</li> <li>• Gang display</li> <li>• Harassment</li> <li>• Hazing</li> <li>• Intimidation</li> <li>• Leaving building without permission</li> <li>• Minor property damage/vandalism</li> <li>• Photographic or recording misuse</li> <li>• Physical aggression</li> <li>• Record and identification falsification</li> <li>• Repeated or prolonged defiance or disrespect</li> <li>• Technology violation</li> <li>• Theft</li> <li>• Threats/intimidation</li> <li>• Tobacco</li> <li>• Transportation (see charts below)</li> <li>• Verbal aggression/abusive language</li> </ul>	<b>Level 4 - Unlawful</b> <i>Unlawfully violates the rights of others. Puts self or others at risk, or are chronic.</i> <ul style="list-style-type: none"> <li>• Arson</li> <li>• Assault</li> <li>• Bomb threats</li> <li>• Fighting</li> <li>• Gang activity</li> <li>• Homicide</li> <li>• Illegal or prescription drug, alcohol possession</li> <li>• Pyrotechnics</li> <li>• Robbery</li> <li>• Sexual assault</li> <li>• Significant property damage/vandalism</li> <li>• Transportation (see charts below)</li> <li>• Terroristic threats</li> <li>• Trespassing</li> <li>• Weapon possession</li> </ul>

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Note for reader: Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator. **Just as in the Code of Conduct, administration discretion must be taken into account.**

K-3 Behavior Violations and Leveled Response				
	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
<b>Incident 1</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 2</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

### K-3 Behavior Violations and Leveled Response

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<b>Incident 3</b>	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
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*\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

### 4-5 Behavior Violations and Leveled Response

	<b>Level 1 — Incidental</b>	<b>Level 2 — Minor</b>	<b>Level 3 — Major</b>	<b>Level 4 — Unlawful</b>
<b>Incident 1</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); consideration of 1 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 2</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 3</b>	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

*\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

## 6-12 Behavior Violations and Levelled Response

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	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
<b>Incident 1</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; document as a major behavior  Consideration to refer to law enforcement	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 2</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; document as a major behavior  Consideration to refer to law enforcement	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 3</b>	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resources; document as a major behavior  Consideration to refer to law enforcement	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

*\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

## Transportation Behavior Levels and Consequences

See Major and Minor list above for offenses correlating to certain behavioral levels. The bus is a continuation of the classroom. **Note for reader:** Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator. **Just as in the Code of Conduct, administration discretion must be taken into account.** Transportation department will notify school sites within 24 hours. School personnel may include site clericals, administration, and/or support staff.

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
<b>Incident 1</b>	Addressed with de-escalation, support and/or direction	Conference with student; document as a minor behavior	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

<b>Incident 2</b>	Addressed with de-escalation, support and/or direction	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 3</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 4</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; document repeated behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 5</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Notification of School Personnel; Parent Notification; Document repeated behavior; Possible 1-2 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

## Behavior Levels and Definitions

### LEVEL 1

**Behaviors are safe but disruptive to learning and addressed with simple de-escalation, support and/or direction**

- Staff use school wide and classroom practices to promote the development and use of behaviors that contribute to a safe, equitable, and welcoming school
- Staff observe the behavior, use a range of strategies to support the student(s) or de-escalate the situation, determine communication and documentation
- Behaviors are managed by the person supervising the area, no office discipline referral needed - referred as 'teacher managed' or 'incidental' behavior and not addressed further in this grid.



LEVEL 2		64
<b>Behaviors that do not significantly violate the rights of others. Doesn't put others at risk.</b>		
<ul style="list-style-type: none"> <li>Staff observe behavior, use a range of strategies to support the student(s) or de-escalate the situation, gain assistance if needed, write a 'minor' office referral, and use supportive and/or restorative practice intervention as needed</li> <li>A more focused behavioral response or targeted intervention beyond response to the immediate incident may be warranted depending on the situation.</li> </ul>		
<b>Behavior and Description</b>		
<b>ACADEMIC DISHONESTY</b> - A student shall not cheat in any form on school grounds or in any school related activity. This includes plagiarizing (copying from print, the Internet, or other electronic resources, purchasing or copying another person's work, and paraphrasing without citing the source).		
<b>CELL PHONES OR ELECTRONIC MOBILE DEVICES</b> - Students may not use cell phones or personal electronic mobile devices during class time unless it is determined by the teacher that it is required for curriculum/course content. School will not be responsible for lost, damaged or stolen devices. School administration will not spend time investigating any lost or stolen electronic devices		
<p><b>DISRUPTIVE/DISORDERLY CONDUCT AND INSUBORDINATION</b> - A student shall not participate in actions, on or off campus, that interfere with the rights of others to an education, instruction, and/or with the effective operations of the school. Such actions include but are not limited to: Disruption: Any behavior that significantly interrupts the education, instruction or effective operations of the school and or classroom (and is not better coded as another behavior). Some examples of disruptive behavior include: Offensive language or gestures, profanity, explosive outbursts or rage. Leaving the classroom without permission or school grounds without proper authorization. Consensual intimate sexual behaviors. Distributing unauthorized materials on school property. Play-fighting, which can appear real and/or alarm students and staff and/or lead to real conflicts or injuries. Insubordination: Persistent refusal to follow school rules or regulations, persistent refusal to follow directions given by a staff member or persistent confrontational and aggressive arguing with a staff member.</p> <p>This also includes: avoiding staff, inappropriate language, interruptions in class, leaving assigned area, refusal to follow directions, and refusal to participate in class.</p>		
<b>PROPERTY MISUSE</b> - Inappropriate use of equipment and school property, such as (but not limited to) computers, textbooks, music equipment, etc		
<b>MISUSE OF TECHNOLOGY</b> -This includes being off-task, treating Chromebooks carelessly and airdropping material without permission		
<p><b>MOTOR VEHICLE INFRACTIONS</b> -</p> <p>1. Parking - A student shall not park in an unauthorized area on school property or park on school property without a valid school permit, or violate any school district policy with his/her vehicle. 2. Reckless or Careless Driving - A student shall not drive on or near school property in such a manner as to endanger persons or property. 3. Student vehicles may not display or promote illegal activities or substances. This includes any symbols or graphics that are affiliated with hate groups (Example: confederate flag or swastika).</p>		
LEVEL 3		
<b>Behavior that may be illegal, disrupts the educational environment, student learning or staff working with significant risk of/harm to self or others.</b>		
<ul style="list-style-type: none"> <li>Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, write office referral and use support intervention and/or restorative practice intervention as needed.</li> <li>Out of School Suspension, if used, is for the purpose of safety and intervention planning</li> </ul>		
<b>Behavior and Description</b>		
<p><b>BULLYING</b> - Bullying means intimidating, threatening, abusive, or harming conduct that is objectively offensive and: • There is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the behavior and • The conduct is repeated or forms a pattern; or • The conduct materially and substantially interferes with a student's educational opportunities, performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. Note: Bullying and conflicts are different. Conflicts are to disagree, argue, or fight. Conflicts have an increased balance of power, are usually spontaneous, and mutual. See the Bullying Prohibition Policy 514 for further information.</p>		
<b>CYBER BULLYING</b> - Cyber Bullying means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data – including a post on a social network, website, or forum – that is transmitted through a computer, cell phone, or other electronic device. See "Bullying" violation or for bullying definition the Bullying Prohibition Policy 514 for further information		
<b>EXTORTION</b> - A student shall not obtain property from another by verbal intimidation.		
<b>FORGERY/PLAGIARISM</b> - Academic dishonesty including, but not limited to, copying the work of others on school assignments or tests and using the ideas or writings of another person without giving due credit to the creator of the work. This includes work accessed digitally.		
<b>GAMBLING</b> - A student shall not gamble in any form on school grounds or at any school related activity.		
<b>Gang Display</b>		
<b>HARASSMENT</b> - Physical or verbal conduct that: Has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment. Or, has the purpose or effect of substantially interfering with an individual's work, business, or academic performance. Harassment may be sexual, related to "protected groups" (Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any and All Other Protected Groups as identified by state and/or federal statute) or general. Refer to Policy 413 and Regulation 413R Prohibiting Harassment and Violence for further information.		

<b>HAZING</b> - "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition. Refer to Policy 526 Hazing Prohibition.
<b>INTIMIDATION/THREAT</b> - A student shall not use words or gestures to intimidate or incite fear in another person. Note: Differentiate from harassment with consideration of any sexual comments or behavior and/or inclusion or perceived inclusion in any "protected group". Note: As with all investigations regarding student behavior, include contextual factors and cultural considerations in the investigation, determination and resolution of any potential threat or act of intimidation.
<b>LEAVING SCHOOL BUILDING/GROUNDS WITHOUT PERMISSION</b> - Leaving school building/grounds during school hours without staff permission
<b>MINOR PROPERTY DAMAGE/VANDALISM</b> - Intentional damage to property belonging to or used by the school district. This also includes intentional damage to hardware, software or other equipment belonging to or used by the school district; or Intentional damage to the property of staff members or others.
<b>PHOTOGRAPHIC OR RECORDING DEVICE MISUSE</b> - Use of any photographic or recording device, film camera, digital camera, cell phone camera and video camera that impinges upon the rights of others is prohibited. Use of device that incites or encourages violence is prohibited. This prohibition includes the distribution of a picture(s)/recording that impinges upon the personal privacy of another. Also included is the creation, possession, or dissemination of sexually explicit images, videos, text messages or emails, usually by digital medium. Receipt of inappropriate data should be reported to Administration immediately. Use of any device in a school locker room, school bathroom or elsewhere in a way that violates the personal privacy of the individual may result in the immediate initiation of the expulsion process dependent upon severity of violation. Upon investigation by administration evidence may be reported to law enforcement and/or St. Louis County Initial Intervention Unit (IIU).
<b>PHYSICAL AGGRESSION</b> - An intentional act by a student resulting in bodily harm
<b>COMPUTER</b> - Data tampering, unauthorized use of data, violations of Policy 3187-Use Policy for Internet Access and Regulation 3187R - Internet Use Regulations (e.g. software modification or copyright violation, any attempt to install or use software that has not been approved by the district, violation of district network security, hardware damage/vandalism, etc.) is prohibited.
<b>RECORD AND IDENTIFICATION FALSIFICATION</b> - A student shall not falsify signatures or data, refuse to give proper identification, give false identification when requested to do so by a staff member, or give a false name or date of birth to police.
<b>THEFT</b> - A student shall not intentionally take, use, transfer, conceal, or retain possession of personal property of another without the other's consent and with intent to deprive the owner permanently of possession of the personal property.
<b>THREATS/INTIMIDATION</b> - Any expression of intention to cause harm or violence to another person or another's property that is delivered by someone in immediate physical proximity to the person being threatened. The potential for immediate harm or violence must exist.
<b>TOBACCO</b> - Smoking and the use of tobacco products or tobacco related devices including electronic cigarettes shall be prohibited on school district facilities. School district facilities include school buildings, school grounds, school owned and leased vehicles, and sites leased by the school district. No one will use tobacco products or tobacco related devices while in or on school district facilities. In addition, it is prohibited to have tobacco products or tobacco related devices in public sight while in or on school district facilities. Exception - (MN Statute 144.4169) It shall not be a violation of this policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support. It shall not be a violation of this policy for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student's parent or guardian and with written or verbal notice to the site administrator or principal.
<b>VERBAL ABUSE</b> - A student shall not engage in name calling, insults, or otherwise obscene or harmful language/comments directed at someone or a group of people. Note: Need to differentiate from threats, bullying, harassment, and disruption/insubordination.
<b>LEVEL 4</b>
<b>Behavior that is considered illegal or disrupts the educational environment, student learning, or staff working with risk of/severe harm to self or others</b>
<ul style="list-style-type: none"> <li>• Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, contact support staff and/or authorities, write office referral and use support intervention and/or restorative practice intervention as needed.</li> <li>• Out of School Suspension is used for the purpose of safety and intervention planning.</li> <li>• Consider expulsion.</li> </ul>
<b>Behavior and Description</b>
<b>ALCOHOL</b> - A student shall not possess, use, transmit, or be under the influence of alcoholic beverages of any kind: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. In a school zone as defined by Minnesota Statutes.
<b>ARSON</b> - 1. "Arson" is the intent or intentional destruction of or damage to any school building, school or personal property, injury to persons by means of fire or explosives. This includes all behaviors within the 'school zone' on school-sponsored/supervised activities. 2. Failure to exercise ordinary caution resulting in fire within any area identified in #1 above, damage to school or personal property, or injury to person(s). 3. False alarm or tampering with any part of a fire suppression system (including, but not limited to sprinklers, fire alarms, smoke detectors, fire extinguishers, or any other part of the fire suppression system). Giving a false alarm (police, fire, ambulance, 911) or tampering or interfering with any fire alarm system. 4. Matches, lighters, and other fire starting materials are not allowed on school premises.

<b>ASSAULT</b> - "Assault" is acting to cause fear in another of immediate bodily harm or death or intentionally inflicting or attempting to inflict bodily harm upon another	66
<b>ASSAULT SEXUAL</b> - "Sexual Assault" means "sexual contact" or "sexual penetration" without "consent," as those terms are defined in Minnesota Statutes Section 609.341.	
<b>BOMB</b> - A student shall not possess or commit crimes of violence using explosive devices including, but not limited to, bombs, grenades, rockets and mines. This also means devices that produce a chemical reaction that result in destruction	
<b>BOMB THREAT</b> - A student shall not threaten directly or indirectly, to commit any crime of violence with purpose to cause an emergency response of a school building or grounds or a school-related activity.	
<b>FIGHTING</b> - "Fighting" is mutual combat in which both parties have contributed to the situation by verbal and/or physical action	
<b>GANG ACTIVITY</b> - Gang activity is strictly prohibited. A "gang" is herein identified as any group that participates in disruptive, intimidating, illegal, and/or violent activities as defined in this policy. This includes gang symbols, gestures, and attire.	
<b>HOMICIDE</b> - A student shall not commit homicide, which means the killing of one human being by the act, procurement, or omission of another.	
<b>ILLEGAL DRUG, PRESCRIPTION DRUG,</b> - A student shall not possess, use, transmit, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, intoxicants of any kind, look-alike drugs, or substances that may have the appearance of an illegal substance, such as catnip, oregano, flour, saccharin, or other items or paraphernalia: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. • In a school zone as defined by Minnesota Statutes.	
<b>CONTROLLED SUBSTANCE (Prescription)</b> - A student shall not possess, use, transmit or be under the influence of a controlled substance that is not prescribed to the student by a licensed health care professional: • In a school zone as defined by Minnesota Statutes immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. Refer to Regulation 6180R – Procedures of Administration of Medication During the School Day	
<b>PYROTECHNICS</b> - A student shall not possess or detonate fireworks	
<b>ROBBERY</b> - A student shall not obtain property from another by use of force or threat of force.	
<b>TERRORISTIC THREATS</b> - A student shall not threaten to commit any crime of violence with the purpose to terrorize another person(s).	
<b>TRESPASSING</b> - A student shall not be physically present in a school building without permission, after being requested to leave by a school official, or after suspension or expulsion.	
<b>VANDALISM/PROPERTY RELATED</b> - 1. A student shall not willfully cut, deface, or otherwise damage in any way any property, real or personal. This includes school buses. 2. A fee will be charged for lost or destroyed textbooks, workbooks, library books or other school property.	
<b>WEAPON</b> - "Dangerous weapon" means any firearm, whether loaded or unloaded, knives, stun guns, martial arts instruments, mace, any device designed as a weapon, or any other device or instrument which in the manner it is used or intended to be used is likely to produce death or great bodily harm. This includes any lookalike object that may have the appearance of a weapon or dangerous instrument. A student shall not knowingly possess, store, handle, transmit, use, or encourage or aid any other student to possess, store, handle, or transmit these weapons in: • Any school building. • On any school premises. • On any school-provided transportation. • Off the school grounds at any school-related activity, event, or function. • In a school zone as defined by Minnesota Statutes.	

## Definitions of interventions and Disciplinary Actions

**ANTECEDENT BASED & ENVIRONMENTAL INTERVENTIONS** - Ways to change the environment that promote an increase of pro-social behaviors and simultaneously reduce the possibility of challenging behaviors to occur.

**DETENTION** - A student may be asked to come before school, stay in during lunch/recess, or remain after school by a teacher or principal for the purpose of correcting a violation. Any student who is instructed to report before or after school but is unable must obtain permission from the teacher or principal. Reasonable attempts will be made to contact parent(s) or guardian(s) prior to implementation.

**EXPULSION OR EXCLUSION** - "Expulsion" means a School Board action to prohibit an enrolled student from further attendance for up to twelve months from the date the student is expelled. "Exclusion" means an action taken by the School Board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. Expulsion and exclusion proceedings shall be in accordance with M.S. 121A.41, The Pupil Fair Dismissal Act. A School Board may expel for a period of at least one year a student who is determined to have brought a firearm to school. For the purposes of this section, a firearm is as defined in United States Code, Title 18, Section 921. In accordance with M.S. 121A.41, The Pupil Fair Dismissal Act, a student and his/her parent(s) or guardian(s) shall be served personally or by mail with notice of the expulsion hearing. The hearing will be held within ten days of service of the written note, unless continued pursuant to the statute. The recommendation of the hearing officer shall be made to the School Board within two days of the end of the hearing. The decision of the School Board shall be rendered at a special meeting within five days after receipt of the recommendation of the hearing officer. The student shall receive due process as set forth in M.S. 121A.41, The Pupil Fair Dismissal Act.

**IN-SCHOOL SUSPENSION** - An action by school administration where a child is temporarily removed from his or her regular classroom(s) but remains under the direct supervision of school personnel.

**OFFICE INTERVENTION** - Any disciplinary intervention resulting from a violation of district standards of conduct applied by building administration.



**OUT-OF-SCHOOL SUSPENSION** - An action by school administration prohibiting a student from attending school for a period of no more than 10 days. Each suspension action may include a re-entry meeting and readmission plan.

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**PARENT(S) OR GUARDIAN(S) CONFERENCE** - A parent(s) or guardian(s) conference is required if a student has committed a serious rule violation or has been suspended out of school. If a parent or guardian is unable to be present, the principal shall contact the parent(s) or guardian(s).

**REFERRAL TO SCHOOL BEHAVIOR TEAM OR CHILD STUDY TEAM** - Schools use a multi-tiered system of support. Students can be referred to a small school team for academic or social-emotional-behavioral interventions. The process varies a bit at each school but includes a brief meeting, determining an intervention, trying it for approximately 30 school days, and reviewing outcomes.

**REFERRAL TO COMMUNITY SERVICE(S)** - School staff may work with parents or guardians to support the consideration of accessing community services. The process of helping a family connect to a community service, sharing information (with permission), or making introductions to a community service are all part of a "referral".

**REFERRAL TO JUVENILE AUTHORITIES** - If a student's behavior may be a violation of law, the principal or designated representative may contact juvenile authorities or police. If the officer indicates that he/she is arresting the student, with or without a warrant, he/she shall have complete jurisdiction and responsibility in the matter and the principal shall not interfere with the student's removal from the building. The student will, in all cases, be accorded the rights of due process.

**RESTORATIVE PRACTICES** - Restorative practices are an approach used with students that promotes inclusivity of all through relationship-building and problem-solving. Methods such as circles, restorative chats, mediations and conferencing may be used to resolve issues or conflicts as they arise and to bring those harmed, those who harmed, and their supports together to address any wrongdoings. Through this process, students are encouraged to reflect on and take responsibility for their actions and come up with plans to repair harm. Unlike punishment, when using restorative practices we attempt to resolve issues "with" students rather than doing something "to" them or "for" them.

**RISK SCREENING & REFERRAL FOR ASSESSMENT** - Students deemed to be a threat to themselves and/or others may be asked to undergo a risk screening and/or formal risk assessment by a district approved mental health professional before being readmitted to school.

**REFERRAL TO BUILDING AND DISTRICT RESOURCES** - Referral to building and district resources is to be made by school personnel, parent(s) or guardian(s), or community agencies. The parent(s) or guardian(s) shall be consulted if any special services are to be made available to a student. Reasonable attempts will be made to contact parent(s) or guardian(s) regarding referrals to building and district resources.

**REMOVAL FROM CLASS** - All students have the right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class. This removal is limited to a reasonable time-frame to be reinstated upon an agreed solution with the instructor and principal as necessary. Students shall be allowed the privilege of making up daily work, including tests and final exams, upon their return to class. Removal from class or dismissal for the day of students with disabilities is also governed by the Individuals with Disabilities Education Act, M.S. 125A.03, and Minnesota Rules. See the section of this policy entitled "Students with Disabilities."

**TEACH / RETEACH / REINFORCE DESIRED SKILL OR BEHAVIOR** - To identify and provide instruction of new skills or behaviors to replace challenging or harmful behaviors. New behaviors are most effective when considered "functional" and meet the same needs as the challenging or harmful behavior. Reinforcement of a desired skill or behavior is anything that comes after the behavior that makes it more likely to be used again. Reinforcement may be a tangible item or activity, verbal or non-verbal recognition, the experience of learning something new, or simply meeting the initial need.

**TIER 2 FUNCTIONAL BEHAVIOR ANALYSIS AND BEHAVIOR SUPPORT PLAN** - An attempt to determine the function or purpose of a behavior through interviews, review of available information and data, and maybe observation. The idea is to then create a plan to support desired behaviors that meet the same needs in a more pro-social manner.

#### **ADDITIONAL INFORMATION:**

**INFORMATION AND REVIEW PROCESS** - Students, parent(s) or guardian(s) who wish to discuss concerns or review disciplinary actions, except for expulsion or suspension, may request a conference with school personnel. It is recommended that conferences occur between personnel closest to the concern and be solution-based toward district aims and vision.

**SCHOOL ZONE** - Students are subject to all school disciplinary actions or violations while in a school zone. A school zone is defined as an area that begins at the boundaries of the school property and extends three hundred feet from that point, or one city block, whichever is greater. This zone includes school bus stops and the area within a school bus being used to transport one or more elementary or secondary school students. This zone also includes district contract parking.

**STUDENT CONFERENCE** - Depending on the violation and the seriousness of the action, a student may meet with the principal and/or a teacher to discuss the incident. During this conference, students may be asked to formulate a plan which addresses their behavior and a commitment to solutions for improvement

## **PART IV — HEALTH AND SAFETY**

### **Accidents**

All student injuries that occur at school, at school-sponsored activities, or on school transportation should be reported to the building nursing staff.. Parents/guardians of an injured student will be notified as soon as possible. If the student requires immediate medical attention, the principal or other district leader will call 911 or seek emergency medical treatment and then contact the parent(s).

The school district has developed an asbestos management plan. Contact the District Safety Health and Environmental Coordinator.

### Crisis Management

The school district has developed a "Crisis Management" policy. Each school building has its own building-specific crisis management plan called the Emergency Response & Crisis Management manual. Students and parents will be provided with information as to district- and school-specific plans. The "Crisis Management" policy addresses a range of potential crisis situations in the school district. The school district has developed general crisis procedures for securing buildings, classroom evacuation, campus evacuation, sheltering, and communication procedures. The school district will conduct lock-down drills, fire drills, and a tornado drill. Building plans include classroom and building evacuation procedures.

### Emergency Contact Information

When there is an emergency within a school building or the district, parents/guardians will be notified through the district's emergency notification mass communication system. Parents/guardians will receive a text message, phone call and email regardless of opt-out communication requests.

### Health Information

#### First Aid

The nurse's office in each building is equipped to handle minor injuries requiring first aid. If the nurse's office is not open, assistance can be sought from the building's administrative office. If a student experiences a more serious medical emergency at school, 911 may be called and/or a parent/guardian will be contacted depending on the situation.

The district has installed automated external defibrillators (AEDs) in each building. Locations of AEDs are indicated on the building map located in each entry vestibule. Tampering with any AED is prohibited and may result in discipline.

#### Communicable Diseases

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If a parent or guardian suspects that his/her child has a communicable or contagious disease, the parent or guardian should contact the school nurse or principal so that other students who might have been exposed to the disease can be alerted.

Please call your school health office to report the following health conditions: Chickenpox, Strep Throat, Influenza, Head Lice, Mumps, Measles, Meningitis, Pertussis (Whooping Cough).

Students with certain communicable diseases will not be excluded from attending school in their usual daily attendance settings as long as their health permits and their attendance does not create a significant risk of transmitting the illness to other students or school district employees. The school district will determine on a case-by-case basis whether a contagious student's attendance creates a significant risk of transmitting the illness to others.

#### Health Service

Research has shown that students with an optimal level of wellness are more receptive to the learning process. Therefore, Duluth Public Schools health service staff strive to promote the health of students and promote a healthy school environment. The primary goal of health services is to eliminate/minimize health related barriers to learning. To accomplish this, health service staff, as part of the school team, works to:

- Promote student and staff wellness.
- Provide skilled nursing.
- Protect students' well being.
- Enhance healthy behaviors.
- Encourage self-care.
- Assess and communicate student health concerns through referral to parents/guardians.

The Licensed School Nurse provides leadership of the daily health office operations, promotes health equity by connecting students and families to community health resources, and maintains continuity of care between home, medical provider, and school through medical and educational planning. The Licensed School Nurse also provides health assessment and planning throughout the Special Education process.

Health Assistants provide students with daily health services through medication administration, first aid for illness and injury, and skilled nursing procedures under the delegation of the Licensed School Nurse.

## WHEN TO KEEP YOUR CHILD HOME

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Many students and parents are frequently concerned about when students should stay home or attend school. The following information is intended to help with this decision. General practice:

- If a student has had a fever of 100 degrees or more, the student must stay home for 24 hours after the temperature returns to normal without fever reducing medication.
- If a student has vomited or had diarrhea, the student must stay home until 24 hours after the last episode.
- If a student has had any rash that may be disease-related or the cause is unknown, check with your family physician before sending the student to school.
- If a student is ill, please call the school daily to report the illness.

When a student is sick, parents often wonder whether or not to keep a child at home from school. If a child stays home and has the care they need when first sick, they will often get better faster. Staying home and resting will help the body fight the sickness. A parent/guardian should notify the school if his/her child is unable to attend school because of illness. Please contact the school attendance line.

## WHEN A CHILD IS SICK AT SCHOOL

If your child becomes ill at school and needs to go home, the Health Services Staff will contact a parent/guardian. Children must call from the health office and not from their cell phones.

If staff are unable to reach parents and determine that the student must go home, emergency contacts will then be called. It's important for parents to keep emergency contacts updated and ensure that they are available during the day. Your child will not be allowed to leave school without contacting an adult.

In the event of an emergency, 911 may be called.

## HEAD LICE

Anyone can get head lice. Head lice are most often transmitted through head to head contact. School transmission is rare. Some common symptoms of head lice include: itching and scratching of the scalp and neck, feeling that something is 'crawling' in the hair, sores from constant scratching, and seeing lice on the scalp or nits attached to the hair shaft. If your child has any of these symptoms, please check your child's head for lice. Also, all household members and other close contacts of the person with lice should be checked.

Should your child be found to have live lice in their hair during the school day, a parent/guardian will be contacted by a health office staff member. The students may remain in school but prompt treatment is recommended.

## VISION AND HEARING SCREENINGS

Students may receive hearing and/or vision screening upon request from a teacher if the teacher suspects that there may be a hearing or vision concern that is affecting the student's ability to learn. If you do not wish for your child to receive vision and/or hearing screening, please inform your school health office. The screenings are not intended to replace professional examinations.

## Immunizations

All students must provide proof of immunization or submit appropriate documentation exempting them from such immunizations in order to enroll or remain enrolled. Students may be exempted from the immunization requirement when the immunization of the student is contraindicated for medical reasons; laboratory confirmation of adequate immunity exists; or due to the conscientiously held beliefs of the parents/guardians or student. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student reaches the age of 18. For a copy of the immunization schedule or to obtain an exemption form or information, contact the school health office. Immunization records must be provided by Oct. 13. Student may be excluded if required immunizations have not been administered by Oct. 23. Policy 530 can be found on the district website at [isd709.org/about-us/policies](http://isd709.org/about-us/policies).

## Medications at School During the School Day

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An "Authorization to Administer Medication" form must be completed once a year and/or when a change in the prescription or requirements for administration occurs. Prescription medications must be brought to school in the original container labeled for the student by a pharmacist, and must be administered in a manner consistent with the instructions on the label. Prescription medications are not to be carried by the student, but will be left with the appropriate school personnel. Exceptions that may be allowed include: prescription asthma medications administered with an inhaler pursuant to school district policy and procedures, medications administered as noted in a written agreement between the school district and parent or as specified in an Individualized Education Program (IEP), a plan developed under Section 504 of the Rehabilitation Act (§504 Plan), or an individual health plan (IHP). Marijuana is not allowed on school property even if prescribed. The school district is to be notified of any

change in administration of a student's prescription medication.

## **Pesticide Application Notice**

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The school district may plan to apply pesticide(s) on school property. To the extent the school district applies certain pesticides, the school district will provide a notice by September 15 as to the school district's plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, an estimated schedule of pesticide applications (which will be available for review or copying at the school offices), and the long-term health effects of the class of pesticide on children can be requested by contacting the District Facilities Manager.

## **Safety**

The safety of students on campus and at school-related activities is a high priority of the district. While district-wide safety procedures are in place, student and parent cooperation is essential to ensuring school safety.

Duluth Public Schools has adopted and implemented ALICE district-wide and is an official ALICE district. More information about ALICE and how we prepare students visit [isd709.org/about-us/safe-and-welcoming](http://isd709.org/about-us/safe-and-welcoming).

## **Visitors in District Buildings**

Parents/guardians and community members are welcome to visit the schools. To ensure the safety of those in the school and to avoid disruption to the learning environment, all visitors must report directly to the office upon entering the building, with the exception of events open to the public. All visitors will be required to sign in at the office and to wear a "visitors badge" while in the building during the school day. Visitors must have the approval of the principal before visiting a classroom during instructional time. An individual or group may be denied permission to visit a school or school property, or such permission may be revoked, if the visitor does not comply with school district procedures or if the visit is not in the best interests of the students, employee, or the school district.

Students are not allowed to bring visitors to school without prior permission from the principal.

## School District Policy Cross Reference Table

All district policies can be found online at [isd709.org/about-us/policies](http://isd709.org/about-us/policies)

Topic	Model Policy Number(s)
Accidents	806
Alternative Educational Opportunities	5075
Attendance	503, 503R
Bullying Prohibited	514
Cell Phone	5090
Class Assignments	5060
Complaints	103
Course Credits Required	6125, 6130
Crisis Management	806
Discipline	5085
Drug-Free School and Workplace	4035, 4036, 4036R
Emergency Contact Information	5060
Employee Directory	4171
Employment Background Checks	404
Equal Access to School Facilities	801
Extended School Year	508
Field Trips	6160, 6160R
Fundraising	511, 511R
Gifts to Employees	1095
Graduation Requirements	5070
Harassment and Violence Prohibited	413
Hazing Prohibited	526
Health Information	4055, 4065 5130, 6180, 6180R, 516.5, 518, 530, 806
Homework	6165
Internet Acceptable Use	524
Interviews of Students by Outside Agencies	1155
Nondiscrimination	102, 401, 521, 522, 5110
Notification of Violent Students	5022
Parking on School District Property	5095
Pledge of Allegiance	531
Post-Secondary Enrollment Options	620
Schedule	602
School Activities	510
School Closing Procedures	806
School Calendar	602
Searches	5085, 5095
Student Dress and Appearance	5100
School Meals Policy	534
School Promotion and Retention	513
Student Publications and Materials	5165, 5080
Student Records	5060
Student Surveys	520
Summer School	6195
Tobacco-Free Schools	419
Transportation of Public School Students	707, 3160, 710
Vandalism	4040R
Video and Audio Recording	711, 712
Visitors in School District Buildings	1080, 3125, 3125R
Weapons Prohibited	501

# APPENDIX B

## 5165 DISTRIBUTION OF NON-SCHOOL SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

A. The School District recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, non school-sponsored material.

B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the School District, the School Board adopts the following regulations and procedures regarding distribution of non school-sponsored material on school property and at school activities.

### III. DEFINITIONS

A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material.

B. "Non school-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of non school-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, fliers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.

C. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
3. material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

D. "Minor" means any person under the age of eighteen (18).

E. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.

G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

### IV. GUIDELINES

A. Students and employees of the School District have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, non school-sponsored material.

B. Requests for distribution of non-school sponsored material, other than union materials distributed by the Duluth Federation of Teachers, will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:

1. Is obscene to minors;
2. Is libelous or slanderous;
3. Is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.
4. Advertises or promotes any product or service not permitted to minors by law;
5. Advocates violence or other illegal conduct;
6. Constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
7. Presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. To the extent that the Duluth Federation of Teachers' Union distributes any political materials, the materials will be prepared in such a way that no political material is visible from the outside page(s) of any publication. The Union shall either seal, fold, or staple the materials so political information may not be seen or include any political material on an internal page so that it will not be visible. Political material shall be defined consistent with the provisions of Minnesota Statute 211B.01, subd. 2, which defines campaign material as "any literature, publication, or material tending to influence voting at a primary or other election..."

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

A. No non school-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.

B. Distribution of non school-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

C. No one shall coerce a student or staff member to accept any publication.

D. All employees and students shall comply with the provisions of Minnesota Law regarding distribution of political materials in a polling place on Election Day.

E. The District will allow the Duluth Federation of Teacher's Union access to teacher mailboxes as a mechanism to communicate with its members. All distribution of material through the mailboxes will be done by Union members.

F. For all employees including non-teacher members of the Duluth Federation of Teachers, any distribution of materials will be done outside of the normal paid workday. For teacher members, distribution may be done during non-assigned work time (e.g., lunch or preparation time) so long as any time spent is minimal. If the District has any concerns about the abuse of time by teacher members of the Duluth Federation of Teachers, it will notify the Union.

## **VI. PROCEDURES**

A. Any student or employee wishing to distribute non-school sponsored material, other than union materials distributed by the Duluth Federation of Teachers, must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:

1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
2. Date(s) and time(s) of day intended display or distribution.
3. Location where material will be displayed or distributed;
4. If intended for students, the grade(s) of students to whom the display or distribution is intended.

B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.

D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the Superintendent to verify that the lack of response is not due to an inability to locate the person.

E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the School Board, or the individual reviewing the material submitted.

## **VII. DISCIPLINARY ACTION**

A. Distribution by any student of non school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the School District's Student Discipline Policy\_- policy #5085.

B. Distribution by any employee of non school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, School District policies and procedures, and/or governing statute.

C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

## **VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES**

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

## **IX. IMPLEMENTATION**

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

References : MSBA/MASA Model Policy 505 - Distribution of Non school-Sponsored Materials on School Premises By Students and Employees Settlement Agreement dated December 8, 1999 between ISD 709 and the Duluth Federation of Teachers, Local 692

Adopted: 02-15-2000 ISD 709



# APPENDIX C

## 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

#### A. Authorized Representative

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

#### B. Biometric Record

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

#### C. Dates of Attendance

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

#### D. Directory Information

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

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

#### E. Education Records

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

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.
  - d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
    - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
    - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
    - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other



appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

"Legitimate educational interest" includes an 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;
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; or
4. Perform a task directly related to responding to a request for data.

J. Parent

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

K. Personally Identifiable

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

L. Record

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

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Finance.

N. Student

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

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a 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.

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. **GENERAL CLASSIFICATION**

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

V. **STATEMENT OF RIGHTS**

A. Rights of Parents and Eligible Students

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

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

promulgated thereunder;

6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

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

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. **DISCLOSURE OF EDUCATION RECORDS**

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
  - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. identifies and authenticates a particular person as the source of the electronic consent; and
  - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
  - a. in plain language;
  - b. dated;
  - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
  - d. specific as to the nature of the information the subject is authorizing to be disclosed;
  - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
  - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
  - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 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, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;

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

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;
8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 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 a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;
19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately

and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these 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, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

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

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

## VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
  - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
  - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
  - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
  - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

## VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

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

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

## IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

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

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

C. Investigative Data

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

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

D. Chemical Abuse Records



To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance<sup>80</sup> any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

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

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

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

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
  - 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
  - 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
  - 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Finance in writing by Oct. 1st each year. The written request must include the following information:
  - 1. Name of student and parent, as appropriate;
  - 2. Home address;
  - 3. Student's grade level;
  - 4. School presently attended by student;
  - 5. Parent's legal relationship to student, if applicable;
  - 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
  - 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

**XII. LIMITS ON REDISCLOSURE**

- A. Redisclosure  
Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.
- B. Redisclosure Not Prohibited
  - 1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
    - a. The disclosures meet the requirements of Section VI. of this policy; and
    - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
  - 2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.
- C. Classification of Disclosed Data  
The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.
- D. Notification  
The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

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

- A. Responsible Authority  
The responsible authority shall be responsible for the maintenance and security of student records.
- B. Record Security  
The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.
- C. Plan for Securing Student Records  
The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:
  - 1. A description of records maintained;

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:
  - a. the parties who have requested or received personally identifiable information from the education records of the student;
  - b. the legitimate interests these parties had in requesting or obtaining the information; and
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
  - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
  - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
  - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.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 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.
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 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 Minnesota Statutes chapter 14 relating to contested cases.

**XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means Executive Director of Business Services and Finance.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

**XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

A. Where to File Complaints

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

B. Content of Complaint

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

**XVIII. WAIVER**

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



The school district may not require such a waiver.

## **XIX. ANNUAL NOTIFICATION OF RIGHTS**

### **A. Contents of Notice**

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

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

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

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

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

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

## **XX. DESTRUCTION AND RETENTION OF RECORDS**

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

## **XXI. COPIES OF POLICY**

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

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

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

Replacing: Policy 5060  
First Reading: 05.16.2023  
Second Reading:  
Adopted:

## 520 STUDENT SURVEYS

## I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

## II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.

## III. STUDENT SURVEYS IN GENERAL

- A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.
- B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent/guardian for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.
- D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.
- E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

## IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

- A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.
- B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent/guardian, to submit to a survey that reveals information concerning:
  - 1. political affiliations or beliefs of the student or the student's parent/guardian;
  - 2. mental and psychological problems of the student or the student's family;
  - 3. sex behavior or attitudes;
  - 4. illegal, antisocial, self-incriminating, or demeaning behavior;
  - 5. critical appraisals of other individuals with whom respondents have close family relationships;
  - 6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  - 7. religious practices, affiliations, or beliefs of the student or the student's parent/guardian; or
  - 8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.
  - 1. The following policies are to be adopted in consultation with parents/guardians:
    - a. The right of a parent/guardian to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent/guardian's request for reasonable access to such survey within a reasonable period of time after the request is received.  
 "Parent/guardian" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.
    - b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent/guardian of a student to inspect, on request, any such survey.
    - c. The right of a parent/guardian of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent/guardian for such access within a reasonable period of time after the request is received.  
 "Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.
    - d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).

- e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in ~~85~~ event of such collection, disclosure, or use.
  - (1) "Personal information" means individually identifiable information including a student or parent/guardian's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.
  - (2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:
    - (a) college or other post-secondary education recruitment or military;
    - (b) book clubs, magazines, and programs providing access to low cost literary products;
    - (c) curriculum and instructional materials used by elementary and secondary schools;
    - (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
    - (e) the sale by students of products or services to raise funds for school-related or education-related activities; and
    - (f) student recognition programs.
  - (3) The right of a parent/guardian to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent/guardian for reasonable access to such an instrument within a reasonable period of time after the request is received.
2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents/guardians of students enrolled in or served by the school district.
  - a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.
  - b. The notice will provide parents/guardians with an opportunity to opt out of participation in the following activities:
    - (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.
    - (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.
    - (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.  
 "Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.
  - c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.
  - d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental/guardian notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental/guardian notification.

## V. NOTICE

- A. The school district must give parents/guardians and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.
- B. The school district must inform parents/guardians at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents/guardians reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents/guardians direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.
- C. The school district must give parents/guardians the opportunity to review the survey and to opt their students out of participating in the survey.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)  
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
 20 U.S.C. § 1232h (Protection of Pupil Rights)  
 34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)  
*Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)  
*C.N. v. Ridgewood Bd. of Educ.*, 430 F.3d. 159 (3<sup>rd</sup> Cir. 2005)  
*Fields v. Palmdale School Dist.*, 427 F.3d. 1197 (9<sup>th</sup> Cir. 2005)

**Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

**Adopted:** 01-19-2021 ISD 709

## 5085 SCHOOL DISCIPLINE POLICY

The School Board believes that a self-disciplined citizenry is essential for the maintenance of a free society.  
The rights of individual students shall be protected and each student shall be expected to respect the person and rights of all other students, teachers, and other school personnel.

Under no circumstances will vandalism, violence, destructive acts, intimidation, extortion, harassment, malicious disturbances, use of controlled substances, or any other violations of the law be tolerated, condoned, or excused. Immediate steps will be taken to discipline any student involved in such behavior.  
Because of its major importance, the complete text of the School District's School Discipline Policy for Elementary and Secondary Schools follows the above policy statement and should be considered as included as School Board Regulation 5085R.

References: MSA 121A.47 - 121A.55

- Adopted: 06-10-1975 ISD 709
- Revised: 06-14-1983
- 08-17-1993
- 01-18-1994
- 06-20-1995
- 07-16-1996
- 07-15-1997
- 07-21-1998
- 07-20-1999
- 07-18-2000
- 07-17-2001
- 06-17-2003
- 07-20-2004
- 07-19-2005
- 07-18-2006
- 07-17-2007
- 07-15-2014 ISD 709

## 503 STUDENT ATTENDANCE

### I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

### II. GENERAL STATEMENT OF POLICY

#### A. Responsibilities

##### 1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

##### 2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

##### 3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

##### 4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

#### B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

##### 1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
  - (1) Illness.
  - (2) Serious illness in the student's immediate family.
  - (3) A death or funeral in the student's immediate family or of a close friend or relative.
  - (4) Medical, dental, orthodontic or mental health treatment/appointments.
  - (5) Court appearances occasioned by family or personal action.
  - (6) Religious instruction not to exceed three hours in any week.
  - (7) Physical emergency conditions such as fire, flood, storm, etc.
  - (8) Official school field trip or other school-sponsored outing.
  - (9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
  - (10) Family emergencies.
  - (11) Active duty in any military branch of the United States.
  - (12) A student's condition that requires ongoing treatment for a mental health diagnosis.
- c. Consequences of Excused Absences
  - (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

- (2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.
- (3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency, placement in a partial hospitalization program, or placement in a day treatment program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

## 2. Unexcused Absences

- a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Absences resulting from accumulated unexcused tardies ( 3 tardies equal one unexcused absence).
- (6) Any other absence not included under the attendance procedures set out in this policy.

- b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

## C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

- a. Students tardy at the start of school must report to the school office for an admission slip.
- b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness.
- b. Serious illness in the student's immediate family.
- c. A death or funeral in the student's immediate family or of a close friend or relative.
- d. Medical, dental, orthodontic, or mental health treatment.
- e. Court appearances occasioned by family or personal action.
- f. Physical emergency conditions such as fire, flood, storm, etc.
- g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

## D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.
3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

## III. **RELIGIOUS OBSERVANCE ACCOMMODATION**

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

## IV. **DISSEMINATION OF POLICY**

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

## V. **REQUIRED REPORTING**

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 120A.34 (Violations; Penalties)  
Minn. Stat. § 120A.35 (Absence from School for Religious Observance)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 260A.02 (Definitions)  
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565 (1975)  
*Slocum v. Holton Bd. of Educ.*, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
*Campbell v. Bd. of Educ. of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. Sch. Dist. R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Bd. of Educ.*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)

Replacing: Policy 5025  
First Reading: 03-22-2016  
Adopted: **04-19-2016 ISD 709**



# APPENDIX G

## 514 BULLYING PROHIBITION POLICY

### I. PURPOSE

The purpose of this policy is to prohibit bullying behavior and assist the Duluth Public Schools in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

### II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
  - 1. an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the conduct and the conduct is repeated or forms a pattern; or
  - 2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.
- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means; but is not limited to, conduct that does the following:
  - 1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  - 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  - 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the Minnesota Human Rights Act (MHRA).



However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

- E. "On Duluth Public Schools property or at school-related functions or on school transportation" means all district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth Public Schools District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the District does not represent that it will provide supervision or assume liability at these locations and events.
- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct.
- H. "Student" means a student enrolled in Duluth Public Schools.
- I. "District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents or persons subject to the supervision and control of the district and its students.

#### IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The District has made available to the reporting party or complainant the use of a report form. Contact the principal, or Duluth Public Schools Website at [isd709.org/families/bullying-harassment](http://isd709.org/families/bullying-harassment) to access bullying report forms. Oral reports shall be considered complaints as well.
- C. The building principal or designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying at the building level. Any person may report bullying or other prohibited conduct directly to the school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made directly with the assistant superintendent or superintendent of the District. Please see our Parent & Student Handbook or Duluth Public Schools Website at [isd709.org](http://isd709.org) for principal and Duluth Public Schools contact information.  
  
The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.
- D. A district employee, volunteer, or contractor shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. District employees who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Duluth Public Schools' obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

#### V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law. When investigating a complaint, the building report taker may take into account the following factors:
  - The developmental ages and maturity levels of the parties involved.
  - The potential for culturally misinterpreting behavior.
  - The levels of harm, surrounding circumstances, and nature of the behavior.
  - Past incidences or past or continuing patterns of behavior.
  - The relationship between the parties involved.
  - The context in which the alleged incidents occurred.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
  - For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
  - For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to

the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes.

Responses may include but are not limited to:

- Safety planning
- Student conference(s)
- Working with parents of involved students
- Teaching/reteaching of desired skills or behavior
- Reinforcing desired skills or behaviors
- School disciplinary action (detention, suspension, etc.)
- Connecting students/families to school, district, community resources
- Consideration of a restorative process if all parties are prepared and willing

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.
- G. Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The assistant superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The assistant superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.
- H. When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to Duluth Public Schools contracts.

#### VI. RETALIATION OR REPRISAL

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

#### VII. RECORDS

Information gained when investigating and remediating reports of bullying will be recorded and kept by the building principal or designee. Information regarding the number of reports of bullying and the action taken to resolve the reports will be provided to the Duluth Public Schools climate coordinator by the building principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

#### VIII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with district employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed district employees must receive the training within the first year of their employment with the district or school. The district or a school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances. This policy shall be included in employee handbooks, training materials, and/or publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

The school district shall require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:

1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.
  2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
  3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
  4. Recognizing, responding to and reporting bullying.
  5. Information about the incidence and nature of cyberbullying.
  6. Information about Internet safety issues as they relate to cyberbullying.
  7. Student-staff relationships and initial responses to students making a report.
  8. A review of the district's reporting requirements related to bullying and cyberbullying.
- C. Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
  - D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
  - E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
  2. Partner with parents and other community members to develop and implement prevention and intervention programs;
  3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.
- H. The school district will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

#### IX. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

#### IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

#### Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)  
 Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 121A.03 (Model Policy)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)  
 Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
 Minn. Stat. § 121A.0312 (Prohibition of malicious and sadistic conduct)  
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.69 (Hazing Policy)  
 Minn. Stat. Ch. 124E (Charter Schools)  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)  
 34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

#### Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
 MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
 MSBA/MASA Model Policy 501 (School Weapons Policy)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 507 (Corporal Punishment)  
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)  
 MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
 MSBA/MASA Model Policy 525 (Violence Prevention)  
 MSBA/MASA Model Policy 526 (Hazing Prohibition)  
 MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
 MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

#### Replacing:

Policy 5084

#### First Reading:

7/18/2017

#### Adopted:

8/22/2017 ISD709

#### First Reading:

05.16.2023

413 PROHIBITING HARASSMENT AND VIOLENCE

GENERAL STATEMENT OF POLICY

Independent School District 709 (ISD 709) is committed to creating and maintaining a learning and working environment where all individuals are treated with respect and dignity. Every individual has the right to learn/work in an environment free of harassment and violence.

In this school district, harassment and violence, whether verbal, physical, or cyber, which creates a hostile climate, is unacceptable and will not be tolerated. Harassment and violence are unlawful, hurt all people, and have no legitimate educational purpose. Any employee or student who engages in such conduct shall be disciplined as provided by law, District policies, and applicable labor agreements.

Therefore, it is the policy of ISD 709 to maintain a work and learning environment that is free of harassment and violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined in this policy.

Harassment based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute are also forms of discrimination which violate either Section 703 of Title VII of the Civil Rights Act of 1965, as amended, 42 U.S.C. Section 2000e, et seq. and or the Minnesota Human Rights Act, Minnesota Statute Sections 363.01 – 363.20, and may represent a criminal law violation.

Violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute is a physical act of aggression, intimidation, and/or degradation directed toward a person or group of persons because of their membership or perceived membership in a protected group.

It shall be a violation of this policy for any student or school personnel of ISD 709 to harass a pupil or other school personnel through conduct or communication of a sexual nature or regarding: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined by this Policy and Regulation 4015R. (For purposes of this policy, school personnel include: School Board members, administrators, teachers, all other school employees, agents, volunteers, contractors, or other persons subject to the supervision and control of ISD 709.)

It shall be a violation of this policy for any student or school personnel of ISD 709 to inflict, threaten to inflict, or attempt to inflict violence relating to: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as any other forms of violence as defined by this policy upon any pupil or school personnel.

ISD 709 will act with reasonable diligence to take action to investigate, respond, remediate and discipline all complaints, either formal or informal, oral or written, of improper actions or statements which may constitute harassment and violence as defined in this policy and Regulation 4015R. Furthermore, ISD 709 intends to provide support for students identified as the victims of these acts in compliance with Minn. Statute Sections 121A.0695.

A report will be given to the School Board at the regular meeting in July, a summary of the number of harassment complaints, types of complaints and the action taken to resolve the complaint. This will be done without releasing any case specifics, information or personnel data.

For more detailed information on this policy, including definitions for terms used in this policy and the reporting procedures for this policy, please see Regulation 4015R.

Cross References: Resolution 413R (Prohibiting Harassment and Violence)  
Resolution 413.1R (Harassment Complaint Form)

Replacing: Policy 4015  
First Reading: 05-19-2015  
Adopted: 06-16-2015  
04-19-2016 ISD 709 (Renumbering only)  
First Reading: 07-19-16  
Second Reading: 8-16-16

**526 HAZING PROHIBITION****I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.  
  
Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.  
  
Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.  
  
Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.
- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

**III. DEFINITIONS**

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
  - 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
  - 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
  - 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

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

#### V. SCHOOL DISTRICT ACTION

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, restorative practices, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

#### VI. RETALIATION OR REPRISAL

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

#### VII. DISSEMINATION OF POLICY

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

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

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

Replacing: Policy 5083  
First Reading: 01-18-2022  
Second Reading: 02-15-2022  
Adopted: 02-15-2022



## 419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, And ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

### I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

### II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

### III. DEFINITIONS

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

### IV. EXCEPTIONS

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

### V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

### VI. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

### VII. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)  
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)  
Minn. Stat. § 609.685 (Sale of Tobacco to Children)  
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)

Replacing: Policy 1140  
First Reading: 04.26.2022  
Adopted: 05.17.2022

## 534 SCHOOL MEALS POLICY

### I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

### II. PAYMENT OF MEALS

- A. Payment for lunch is expected at the time the meal served. Parents have three options to put money in their child's lunch account:
  - 1. Online payments
  - 2. Check sent to the child's school or Administrative offices
  - 3. Cash sent to the child's school or Administrative offices
- B. Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student's first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.
- C. If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- D. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.
- E. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.
- F. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.
- G. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

### III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.

### IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- D. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

### V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;
  - 2. students and families who transfer into the school district, at the time of enrollment; and
  - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.
- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

**Legal References:** Minn. Stat. § 123B.37 (Prohibited Fees)  
 Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)  
 42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
 7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
 7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
 USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
 USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
 USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

### Cross References: None

New Policy: 534  
 First Reading: 07-18-17  
 Adopted: 08-22-17  
 First Reading: 11-15-22  
 Second Reading: 12-20-22  
 Adopted: 12-20-22





## Statewide Assessments: Parent/Guardian Participation Guide and Refusal Information

Your student's participation in statewide assessments is important as it allows your school and district to ensure all students have access to a high-quality education. In the past, students with disabilities and English learners were often excluded from statewide assessments. By requiring that all students take statewide assessments, schools and teachers have more information to see how all students are doing. This helps schools to continuously improve the education they provide and to identify groups, grades, or subjects that may need additional support.

### Assessments Connect to Standards

Statewide assessments are based on the [Minnesota Academic Standards](#) or the [WIDA English Language Development Standards](#). These standards define the knowledge and skills students should be learning in K–12 public and charter schools. Minnesota prioritizes high-quality education, and statewide assessments gives educators and leaders an opportunity to evaluate student and school success.

#### Minnesota Comprehensive Assessments (MCA) and Minnesota Test of Academic Skills (MTAS)

MCA and MTAS are the annual assessments in reading, mathematics and science that measure a snapshot of student learning of the Minnesota K–12 Academic Standards.

#### ACCESS and Alternate ACCESS for English Learners

The ACCESS and Alternate ACCESS are the annual assessments for English learners that provide information about their progress in learning academic English based on the WIDA English Language Development Standards.

### Statewide Assessments Help Families and Students

Participating in statewide assessments helps families see a snapshot of their student's learning so they can advocate for their success in school. High school students can use MCA results:

- For course placement at a Minnesota State college or university. If students receive a college-ready score, they may not need to take a remedial, noncredit course for that subject.
- For Postsecondary Enrollment Options (PSEO) and College in the Schools programs.

English learners who take the ACCESS or Alternate ACCESS and meet certain requirements have the opportunity to exit from English learner programs.

### Taking Statewide Assessments Helps Your Student's School

Statewide assessments provide information to your school and district about how all students are engaging with the content they learn in school. This information helps:

- Educators evaluate their instructional materials.
- Schools and districts identify inequities between groups, explore root causes and implement supports.
- School and district leaders make decisions about how to use money and resources to support all students.

### Student Participation in Statewide Assessments

Student participation in state and locally required assessments is a parent/guardian choice. If you choose to have your student not participate in a statewide assessment, please provide a reason for your decision on the form. Contact your student's school to learn more about locally required assessments.

## Consequences of Not Participating in Statewide Assessments

100

- The student will not receive an individual score. For ACCESS and Alternate ACCESS, the student would not have the opportunity to exit their English learner program.
- School and district assessment results will be incomplete, making it more difficult to have an accurate picture of student learning.
- Since all eligible students are included in some calculations even when they do not participate, school and district accountability results are impacted. This may affect the school's ability to be identified for support or recognized for success.

Explore the  
Statewide  
Testing page  
for more  
information.

[education.mn.gov](http://education.mn.gov) > Students  
and Families > Programs and  
Initiatives > Statewide Testing

Check with your local school or district to see if there are any other consequences for not participating.

### Additional Information

- On average, students spend less than 1 percent of instructional time taking statewide assessments each year.
- Minnesota statutes limit the total amount of time students can spend taking other district- or school-wide assessments to 11 hours or less each school year, depending on the grade.
- School districts and charter schools are required to publish an assessment calendar on their website by the beginning of each school year. Refer to your district or charter school's website for more information on assessments.

(Note: This form is only applicable for the 20\_\_\_\_ to 20\_\_\_\_ school year.)



By completing this form, you are acknowledging that your student will not participate in statewide assessments and will not receive individual assessment results. This form must be returned to your student's school before the applicable test administration.

## Statewide Assessment: Parent/Guardian Decision Not to Participate

### Student Information

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Current Grade in School: \_\_\_\_\_

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

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Refusal: \_\_\_\_\_

Please indicate the statewide assessment(s) you are opting the student out of this school year:

☐

MCA/MTAS Reading

☐

MCA/MTAS Science

☐

MCA/MTAS Mathematics

☐

ACCESS/Alternate ACCESS

Contact your school or district for more information on how to opt out of local assessments.

Updated April 21, 2022

2

## Merritt Creek Academy

4000 W 9th St, Duluth, MN 55807

Phone: (218)625-2690 ~ Fax: (218) 336-8959

November 2nd, 2022

John Magas  
Duluth Public Schools  
4316 Rice Lake Road, Suite 108  
Duluth, MN 55811

Dear Mr. Magas,

This is to certify that the person listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive his diploma from the school listed.

<u>Name of Graduate</u>	<u>School</u>	<u>Graduation Date</u>
Hedges, Phillip R.	Merritt Creek Academy	December 22nd, 2022

Thank you

Jacob Hintsala  
Principal

May 23, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Colby Anthony Brown</b>	<b>Duluth Public Schools</b>	<b>3/30/2023</b>

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

May 16, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Kari Nelson	Duluth Public Schools	4/26/2023

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

**MEMORANDUM**

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE:

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Jennifer Crom

4/27/2023

May 1, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Julian David Wisniewski</b>	<b>Duluth Public Schools</b>	<b>5/1/2023</b>

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

May 2, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Marissa Sandberg</b>	<b>Duluth Public Schools</b>	<b>5/2/2023</b>

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center



May 3, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Adrienne Goerd</b>	<b>Duluth Public Schools</b>	<b>5/3/2023</b>

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

May 3, 2023, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Meggie Johnson</b>	<b>Duluth Public Schools</b>	<b>5/3/2023</b>

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

May 16, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Madison Noska</b>	<b>Duluth Public Schools</b>	<b>5/15/2023</b>

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

May 17, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Caleb Closson</b>	<b>Duluth Public Schools</b>	<b>5/17/2023</b>

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

May 23, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Alexandria Uvalle</b>	<b>Duluth Public Schools</b>	<b>5/23/2023</b>

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

**MEMORANDUM**

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 5/24/2023

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Jeremiah Olinger

5/24/2023

May 25, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Zallina Miller</b>	<b>Duluth Public Schools</b>	<b>5/25/2023</b>

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center



May 30, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Mystic Robinson</b>	<b>Duluth Public Schools</b>	<b>5/30/2023</b>
<b>Abiageal Tracy</b>	<b>Duluth Public Schools</b>	<b>5/30/2023</b>

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

May 31, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Christopher Esposito	Duluth Public Schools	5/31/2023
Markis King	Duluth Public Schools	5/31/2023

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

June 1, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
✓ Andrew Koski	Duluth Public Schools	6/1/2023
✓ Bjorne Stone	Duluth Public Schools	6/1/2023
✓ Evan Broska	Duluth Public Schools	6/1/2023

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

June 1, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Ian Blanchette	Duluth Public Schools	6/1/2023

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

## ROCKRIDGE ACADEMY

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4849 Ivanhoe Street

Phone: (218) 336-8955 ~ Fax: (218) 336-8959

May 17th, 2023

John Magas  
Ind. School District 709  
215 N. 1st Ave. E  
Duluth, MN 55802

Dear Mr. Magas,

This is to certify that the person listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive his diploma from the school listed.

<u>Name of Graduate</u>	<u>School</u>	<u>Graduation Date</u>
Alexandreannah C. Lone-Primeaux	Rockridge Academy	June 2nd, 2023
Alex Lone-Primeaux	Rockridge Academy	June 2nd, 2023

Thank you

Jacob Hintsala  
Principal

June 5, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
/Mason Manseau	Duluth Public Schools	6/1/2023
/Serenette Bakke	Duluth Public Schools	6/5/2023
/Braden Stolp	Duluth Public Schools	6/5/2023
/Ellianna Diggs	Duluth Public Schools	6/5/2023
/Stella Molina	Duluth Public Schools	6/5/2023
/Freya Hinnenkamp	Duluth Public Schools	6/5/2023
/Jacob Saburn	Duluth Public Schools	6/5/2023
/Dakota Sorenson	Duluth Public Schools	6/5/2023
/Annabelle Edwards	Duluth Public Schools	6/5/2023
/Faith Voltzke	Duluth Public Schools	6/5/2023
/Lila Gilbert	Duluth Public Schools	6/5/2023
/Isaiah Raschke	Duluth Public Schools	6/6/2023
/Addie Stolp	Duluth Public Schools	6/6/2023
/Lukas Holmquist	Duluth Public Schools	6/6/2023

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

**MEMORANDUM**

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE:

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Starla L. Blue

6/5/2023





Shannon Brown <shannon.brown@isd709.org><sup>121</sup>

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## Duplicate Diploma

1 message

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**Claudia Anderson** <Claudia.Anderson@isd709.org>

Mon, May 8, 2023 at 11:30 AM

To: Shannon Brown <shannon.brown@isd709.org>, Claudia Anderson <Claudia.Anderson@isd709.org>

Shannon,

I would like to request a duplicate diploma for Jesse Dale from Denfeld High School.  
Date of graduation was June 5, 2014.

Thank you.

--

**Claudia Anderson**  
**Substitute Secretary**

**Denfeld High School**  
**218.336.8830**  
**Claudia.anderson@isd709.org**

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

April 19, 2023

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Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
/Elliot Alves	Duluth Public Schools	6/6/2023
/Ezra W Anderson	Duluth Public Schools	6/6/2023
/Abby Beaumier	Duluth Public Schools	6/6/2023
/Wayne Carson	Duluth Public Schools	6/6/2023
/Sierra Drummond	Duluth Public Schools	6/6/2023
/Elijah Evans	Duluth Public Schools	6/6/2023
/Winter Grounds	Duluth Public Schools	6/6/2023
/Gwenevere Grovenburg	Duluth Public Schools	6/6/2023
/Kylea Hagen	Duluth Public Schools	6/6/2023
/Roddell Jones	Duluth Public Schools	6/6/2023
/Joshua Laurin	Duluth Public Schools	6/6/2023
/Megan Locker	Duluth Public Schools	6/6/2023
/Wyatt Mankowski	Duluth Public Schools	6/6/2023
/Joniya Metcalf	Duluth Public Schools	6/6/2023
/Anya Modec	Duluth Public Schools	6/6/2023
/Madison Noska	Duluth Public Schools	6/6/2023
/Callie Smith-Modaff	Duluth Public Schools	6/6/2023
/Ashlyn Tomberlin	Duluth Public Schools	6/6/2023
/Destiny Williams	Duluth Public Schools	6/6/2023
/Grace Wilson	Duluth Public Schools	6/6/2023

Please send diplomas to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle, Principal

Kathleen Wilson, Area Learning Center Clerical

June 5, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
/Alaina Zielinski	Duluth Public Schools	6/7/2023

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

## Merritt Creek Academy

4000 W 9th St, Duluth, MN 55807

Phone: (218)625-2690 ~ Fax: (218) 336-8959

May 9th, 2023

John Magas  
Duluth Public Schools  
4316 Rice Lake Road, Suite 108  
Duluth, MN 55811

Dear Mr. Magas,

This is to certify that the person listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive his diploma from the school listed.

<u>Name of Graduate</u>	<u>School</u>	<u>Graduation Date</u>
Jack D. Coolidge	Merritt Creek Academy	June 7th, 2023
* Rebecca Jo Drift <i>Wishag on</i>	Merritt Creek Academy	June 7th, 2023

Thank you

Jacob Hintsala  
Principal

June 8, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
215 N 1<sup>st</sup> Ave E  
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
✓Savanna Shepard	Duluth Public Schools	6/8/2023
✓Ella Engels	Duluth Public Schools	6/8/2023
✓Jabez Thygeson-Tart-Lockhart	Duluth Public Schools	6/8/2023
✓Sydney Reynolds	Duluth Public Schools	6/8/2023

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

COMMENCEMENT

Duluth East High School  
June 7, 2023

Processional - <i>"Pomp and Circumstance"</i> .....	Edward Elgar
Welcome and Introduction of Platform Guests .....	Ailee Naus
Co-President of Executive Board 2022-23	
<i>Star Spangled Banner</i> .....	Francis Scott Key
<i>Honor Song</i> .....	Joseph Montano Sr.
Red Cliff Band of Ojibwe	
<i>Singing for all graduates native or non-native.</i>	
<i>Audience please stand.</i>	
<i>Unclouded Day</i> .....	Shawn Kirchner
East High School A'Capella Choir	
Jerome Upton, Conductor	
The End of the Beginning .....	Saige Mattson
Class Speaker 2023	
<i>Andante Festivo</i> .....	Jean Sibelius
East High School Symphony Orchestra	
James Larson, Maestro	
No Joke.....	Parker Dallek
Class Speaker 2023	
Presentation of the Class of 2023 .....	Danette Seboe
Principal, Duluth East High School	
Acceptance of the Class of 2023.....	John Magas
Superintendent of Schools, ISD #709	
Awarding of Diplomas .....	Danette Seboe, Principal
(Serenaded by Sterling Strings)	
Class Response .....	Rocco Paulson
Co-President of Executive Board 2022-23	
Ringin <span>g</span> of the Chimes .....	Paavo Ro <span>v</span> a
<i>East High School Alma Mater</i> .....	Robert J. Vickers
(Audience 1st and 3rd verses; A'Cappella Choir 2nd verse)	
Recessional	
<i>"Abduction from Seraglio"</i> .....	Mozart
East High School Symphony Orchestra	
James Larson, Maestro	

GRADUATES

East High Scholars: \* Students with a GPA of 3.6 and above (Gold Tassel)

\*\* Students ranking in the upper 5% of the graduating class (Silver Medallion) † Member of the National Honor Society (Gold Honor Cord)

Dana Corinne Acker	Parker Nathaniel Dallek	Stella Choi Phung Harbson *†	Liv Sundance Leavelle	Tyler James Nilsson *	Brandon Thomas Sellman
Leann Elaine Aili	Maxwell Chadwick Dallum	Eleanor Scott Harrison	Adriana Kay Lee *	Lukas Michael Niska *†	Anne Renae Simonson
Derek Ryan Allison *†	Thomas Matthew Daly	William Lee Hassebrock	Jayci Kay Lee	Halie Grace Norlen **†	Quinn Timothy Slatten
Thomas Brule Allison *	Emma Danielle Dauner **†	Robert Dean Hedges	Chloe Leege *	Vallie Jo Nosan	Mason Jack Smith *
Dennison Richard Almos	Campbell Marin David ( <i>In Absentia</i> )	Emma Rose Hegman	Jacob Ryan Lennartson	Jaxen William O'Connor	Patrick Congdon Smith *†
Ezra Warner Thomas Anderson	Axel Joseph Davidson *†	Samuel W Hendricks **†	Kyla yoder Lewis	Erik Anders Oase *†	Jackson Kolburn Sorby
Logan Violet Anderson *	Elliott Scott Dean	Ethan James Heskin ( <i>In Absentia</i> )	Rachel Mei Li *†	Laura Maria Olsen	Aidan James Spenningsby
Mallory Nicole Anderson	Beron Frederic DeArmond ( <i>In Absentia</i> )	Kate Reckinger Hilken *	Logan Victor Lian *	Ayla Mildred Oltmanns *†	Claira Abigayle Stager
Paige Grace Anderson *	Harper McKenna Deasy	Luke Isac Hilliard **†	Ahnnali Margaret Lindgren *†	Pete Nyameino Onchwari	Tyler David Stark **†
Thomas D Anderson *	Andrew Michael DeBolt	Morgan Lee Holeccek *	Kaiya Marie Lindvall	Austan John Orvedahl	Ava Mae Steiner *
Wynter Melinda Anderson *	Ryan Delaney	Owen Donald Holsinger **†	Audrey Rene Linn *	Kaci M Overfors	Piper Ann Sterner *
Matthew Josiah Ankrum	Hannah Deng **†	Jenna Nicole Horvat	Claudia R Lobbestael	Riley Jo Panger *	Colin Christopher Stocke
Samuel James Ashbaugh	Zion Kaoru Desulme *	Ethan Timothy Horyza	Megan Marie Locker	Mya Rose Pantoja	Makoto James Sudoh *
Claire Elease Atella **†	Saidy Joy Dickenson	Anna Marie Hudec *†	Gabriel Charles Logan	Ryan William Paskett	Milo James Sundberg
Jayger Lee Atkinson	Taran Ann Dimberio *	Annabelle Rose Humphreys	Simon Hanson Long *	Madeline Lydia Pasley	Charles Steven Sutherland **†
Alyssa Christine Averill *†	Isabella Rae Domagall **†	Mark Eddie Huotari ( <i>In Absentia</i> )	Brooke Ciera Lood	Dane Moser Patten *	Carter Jon Svobodny *†
Samuel Dean Bailey	Ava Marie Donovan	Kelli Sandra Jablonsky	Rylan Tain Lorentz *	Rocco Damien Paulson *	Gunnar J Swanson
Emma Naomi Bashaw	Boden Trot Donovan	Zoie Grace Jackson	Lilliauna Hope Lussier *	Oden Alexander Pedersen	Nathaniel Gregory Teng *
Emelyn Claire Beaster **†	Grady King Downs	Jacob Wakefield Javaherian	Cooper Clarence Magnuson	Charley Spencer Peterson	Aidan Jacob Thibault *
Grace Anne Beaster **†	Sophia Jo Duray	Ainsley Hope Johnson *†	Emily Rose Mahagnoul	Gretta Marie Peterson	Daisy Free Thralow *†
Dillon Scott Bement	Cedar Eamonn *†	Jared Matthew Johnson **†	Emma Jean Maher *	Mary Catherine Peterson **†	Evan Walter Tomczyk
Elizabeth Joy Berg *†	Sarah Isabel Earley	Meggie Arlene Johnson	MacKenzie Jo Majchrzak	Nathaniel Curtis Piper	Gabriel Dawn Tommaro
Brianna May Betts	Jackson Kirby Eastvold	Mycala Grace Johnson	Wesley Allen Major	Mariah Hazel Pollard-Martin	Dillon John Town *
Conner James Binsfield	Matthew R Engebretson	Tate Nolan Johnson *	Dylan James Manchester	Skyla Evelyn Pope ( <i>In Absentia</i> )	Kate Nina Townley
Isabella Danielle Blindauer *	Hayley Marie Erickson	Wyatt Murray Johnson *	Sylvie Randall Markham *†	Norah Maria Powell *†	Kaitlin Velora Traylor *
Eavan Leigh Bobbe *†	Stella Lorraine Farnham ( <i>In Absentia</i> )	Garret Mathew Johnston	Noah Alexander Marks *†	Brinley Ava Rahnasto	Gunnar Paul Turpen
Libby LaMay Bocht	Lily Sarina Feldbrugge	Nora Suzanne Johnston	Isabel Ada Marshik **†	Eric William Raisanen	Bradley Richard Untiedt *†
Noah Samuel Boecker *†	Reece Terry Fick	Anna Mackenzie Jones **†	Noah Zachary Jan Mason *	Sophie Lynn Raisanen	Anya Friis Van Staagen **†
Shea Eleanor Bradley	Canyon Fischer	Jenaya L'Abri Jordan *	Lily Anna Mathias	John Alex Ramberg *	Aiden Robert Van Straten
Aurora Marais Breidenbach **	Connor Ray Fox	Jobe Wesley Juenemann *	Saige Elisabeth Mattson	Regan Grace Rashid	Maxwell Daniel Vandersteen
Gaige Arthur Bringe	Michaela Bridget Gaffey *	Mark Anthony Kaczmarczyk *	Keanna Lynn May	Melia Marie Raymaker **	Hannah Michelle Vincent *
Jack Cedar Broadmoore *†	Sophie Christine Galchus *†	Mary Margaret Karstens **†	Danielle Lynne Mazzio	Ryan James Reeves **†	Veronica Maron Wahman **†
Alana Bruckelmyer	Giorgia Gatto	Michael Troy Kastelic **†	Jenna Kathryn McAuliffe	Emerson Opal Reichensperger	Morgan Malena Waksdahl *†
Joseph William Bruckelmyer	Emma Dail Gavisk ( <i>In Absentia</i> )	Owen James Kellner	Andrew Timothy McCall *†	Morgan Evelyn Grace Rentz *†	Mary Suzanne Wantaja
Samuel Edward Buck *†	Nicholas Paul Gilbertson ( <i>In Absentia</i> )	Gabriel Richard Kempfert **†	Ian T McCollough *	Peter Nikolai Rhoads	Kyle Scott Welch
Logyn Emmalee Budisalovich	Emma Rose Gilmore *†	Addison Michael Kent	Veronica Ann McHenry *†	Liu Andrew Richey	Caleb Allen Wendlandt * ( <i>In Absentia</i> )
John Avery Burns	Josiah Edwards Gilmore *	Natalya Mae Kilsdonk	Alivia Lorraine McIntosh	Antonio Jeronte Treyvon Roberts	Isaiah Wallace West ( <i>In Absentia</i> )
Reagan Lorraine Burns	Lauren Belle Goeden	Holden Phoenix Kimball	Kion M McLaughlin *†	Lucas Wayne Robertson	Meghan Ann Westerberg *
Hannah Hermine Caine *†	Miles Jeffrey Goetzman *†	Lillian Elizabeth Kimber *†	Alyssa Faye Mendo	Simon William Rock	Stella Inez Wheeler *†
Cole Michael Campbell *	Christopher Scott Gontjes	Jack Alan Kimmes	Thomas Christian Menor	Kasey J Rockwell *†	Kaitlyn Marie Wiberg
Jadon David Campbell	Andre David Notaro Good **†	Katya Maria King *†	Emily Louise Menze	Ayla Marie Ronstrom *†	Gaven Reece Wiedell
Jazlyn Toni Campbell *	Ella Marie Goodermote	Griffin Robert Kinney *†	Benjamin David Mertz *	Spencer Jacob Rosas ( <i>In Absentia</i> )	Ella Marie Wightman **†
Gage Gregory Canavan *†	Benjamin David Gore *	Sasha Rose Kline * ( <i>In Absentia</i> )	Oliver Aaron Miatke *†	Nathan Thomas Rose	Cornelia Wilkerson
Aren David Carlson **†	Kishiro Goto	Autumn Faith Kloss	Bryce Thomas Miller *	Derek Allan Thomas Rourke	Colin Dewitt Willemsen *†
Brooklyn Alise Carlson	Rayna Kimberly Granger	Alexis Marie Knaus *	Kathryn Jean Miller	Jack Desmond Running	Grant D Winkler *†
Jackson Tryon Carlson *†	Tyree Neville Green	Maya Jane Koch *†	Benjamin Patrick Mitchell	Grace Kelly Russell *†	Amelia Mae Wise **†
Ryan Patrick Carlson	Timothy James Grotte	Ella R Koos *	Kendra Shay Mobilia *†	Michael Alejandro Ruud	Peyton Anthony Witzman *
Logan Hunter Carroll	Ashlynn <span>e</span> Elizabeth Guenther **†	Isabella Marie Kreminski	Alana Katrine Moline *	Leah Renee Saburn	Peter I Wood
Olivia Jayne Castleman *†	Greta Lorraine Gustafson **†	Gabriel Carlyle Krieg	Nathan Michael Momont	Thomas Blayn Sanders	Samantha Josephine Woodhull
Cole Marcus Christian *	Reese Jason Gustafson	Ava Stephanie Krizaj **†	Evangelina Sophia Moren	Sofia Nicole Sas *	Keagan Fredrick Wright-Meier
Kate Marie Chura	Jackson Jeremy Hagen *†	Thomas Murphy Kroll	Madelyn Elizabeth Morris	Presley Autumn Schafer *	Sean Peter Wright-Meier
Emily Katelyn Cole	Rachel Elizabeth Hagen *	Allison Lee Kujawa	Henry Thomas Murray *†	Ben Mason Schingen	Finn Richard Yates *†
Landon Scott Compton	Alicia Irene Hall	Kaitlyn Rae Kuklock *†	Yoko Nakajima	Eli John Lahti Schlotec	Evan Thomas Yoder
Alexander Brian Conklin	Aidan Montgomery Hampton *	Kali Ann Kunkel	Ailee Mirabelle Naus **†	Brooke Andrea Schmidt *	Evan ChaeSoo Yoon **†
Hunter Dean Cooke **†	Emiline Grace Hansen	Signe Suzanne Kurth	Lucia Terese Nelson	Brady Allen Schubitzke	Julia Anne Zimpel *†
Bailey Jane Coole **†	Caleb Todd Hanson	Courtney L Lane	Mae Caroline Nephew *†	Nickolas Warren Seeley *	Leif Traynor Ziring *
Martyn Chase Harriet Cedar Dahl **†	Sara Elisabeth Hanson-Paaso	Hadley Sage Larson *†	Christopher Edward Nikceovich	Charlie Ocoono brisa Seidelmann	Sydney Marie Zwak **†



**PRINCIPAL**  
Danette Seboe

**ASSISTANT PRINCIPALS**  
Jon Flaa  
Kyle Rock

**SUPERINTENDENT**  
John Magas

**ASSISTANT SUPERINTENDENT**  
Anthony Bonds

**DULUTH SCHOOL BOARD MEMBERS**  
Jill Lofald, Chair  
Kelly Durick Eder  
David Kirby  
Rosie Loeffler-Kemp  
Alanna Oswald  
Paul Sandholm  
Amber Sadowski

The Class of 2023 numbers 342 graduates.



## EAST HIGH SCHOOL ALMA MATER

We hail our Alma Mater, its glorious name we praise.  
Each loyal son and daughter, too  
A joyous song we'll raise.  
Our birch trees white, our campus bright,  
Our clear, blue northern sky  
Will ever bring fond memories of our East High.

We fondly will remember, our lake of silvery blue  
And near its shores, our Alma Mater, glorious to view.  
We hold thee near; we hold thee dear.  
We cherish every tie.  
With reverence we will honor thee, our own East High

To faculty and classmates, we bid you fond farewell.  
Our banners fly; our hopes are high; our thoughts will  
always dwell.  
Our memories dear, will bring a tear.  
We'll often breathe a sigh.  
We'll ne'er regret, we'll ne'er forget, our old East High.

-- Robert J. Vickers

SEVENTY-THIRD ANNUAL

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# Commencement

## East High School Class of 2023



Wednesday, June 7, 2023  
7:00 pm  
Amsoil Arena - DECC

*Danette Seboe*



PROGRAM

In order to preserve the dignity of this occasion, it is requested that no flash pictures be taken during the ceremony. Please hold all applause and actions that may distract from the ceremony until all students have received their diplomas.

Prelude .....	Teresa Aho and Lizbeth Getman - Violins Ronald Kari - Viola Byron Klimek - Cello
Processional – “Pomp and Circumstance” .....	Elgar (Please remain seated during Processional and Recessional)
Presentation of Colors .....	Shaawaanoque (Pookie) Ribbich and Clarissa Thompson
National Anthem .....	Elizabeth Blazevic (Please stand if you are able)
Welcome & Introduction of Guests.....	Walter Ramos
“Honor Song” .....	Joe Montano Sr. This American Indian Honor Song is to honor the accomplishments of the Denfeld class of 2023
“As Sand Through the Hourglass” .....	Adair Ballavance Senior Class Advisor
“From Right to Left” .....	Margaret Duncan Class Speaker
“When She Loved Me” .....	arranged by Audrey Snyder Denfeld Choir, Directed by Paul Christenson
“Spirit” .....	Sariyah Crawford Class Speaker
Presentation of Class & Comments.....	Tom Tusken Principal
Acceptance of Class & Comments.....	John Magas Superintendent of Schools
Awarding of Diplomas.....	Tom Tusken Principal
Turning of the Tassel .....	Dylan Johnson
“Halls of Denfeld” .....	Traditional Directed by Paul Christenson (Alumni please stand)
Chimes.....	Taylor Shykes
Recessional: “Triumphal March” .....	Verdi (Please remain seated until all graduates have recessed)

I certify that the following students have graduated from Denfeld by completing all credits required. 6/9/23  
Thomas Tusken, principal *Thomas W. Tusken* 6/9/23

Savannah Adams	Lanita Feick#	Ava LeGarde	Evangelio Regas
Parker Ahlers*^#	Anna Foldesi*^#	Ryan LeMay*#	Stylianios Regas#
Maxine Alander	Raenard Gamble	Magnolia Lundberg	Shaawaanoque Ribbich#
Dylan Allen	Orlando Gasga	Brekken Maas	Ali Roberts#
Yousif Alzamily	Arianna Gault	Tanner MacDonald	Nova Robison
Chase Andersen	Dillon Gautsch	Caden Macor	Brayden Rock*^#@
Haven Andersen	Tanner Godden	Emma Magariner	Jessica Rose#
Ava Anderson#	Abby Grafmyre%-	Adriana Majchrzak	Nevaeh Sanders
Cody Anderson*#	Aubrianna Greensky	Olivia Maki	Grace Schiltz^
Sophia Ansello#	Emma Grover	Hayden Mann^#	Taylor Shykes
Ella Backstrom^#	Kaylea Guddeck	Derek Mayne*^#	Jashandeep Singh
Andrew Barnette	Mia Hakala	Grace McCormick*^#	Tanya Singh#
Kaleb Beack	Amariyana Harris	Nicholas McGillivray#	Isabella Smelley#
Elijah Beaulieu	Kayleen Harshman^#	Madison McKean*^#	Peter Smith#
Ashley Beckrich*^	Augustin Haugen*^#	Caleb Meece	Sidney Smith
Ayla Bjerke	Ava Heidman#	MacKenzie Messel	Kaeley Spiering
Dakota Blackwell#	Liam Hennes	Sienna Meyer#	Isaac Stauber
Elizabeth Blazevic#	Tomi Higgins	Carlee Miller	Ty Tester
Ava Borham^	Benjamin Hill	Alyssa Morton#	Thomas Thach*#
Brady Braaten*#	Karin Hill%	Ava Natale	Clarissa Thompson#
Tashemia Bryan	Owen Hindermann	Jacen Nelson	Lucas Thompson
Ryan Buhler	Wyatt Hindermann	Peyton Nelson*^#	Kaleb Thygeson#
Peyton Carlson	Martin Hoffmann	Taylor Netzel	Alexi Tondryk
Tanner Carlson	Calvin Holley	Liu Newland	Shasmine Traver
Jackson Carter	Mitchell Holley	Josephine Nichols*^#	Regan Utyro
Logan Chapman	Isaak Hopp#	Jordan Nickila	Parker Verhel
Parker Chastey*^#	Caleb Huertas	Lakota Norton	Thais Vicens Delaflor
Blake Childs	Jack Hughes	Lacey Osterlund#	Titus Virden
Leah Clark*^#	Jaden Ibriks#	Kaiya Owens	Noah Wagner#
Gracie Coauette	Jacob Jarvi	Nikolas Patrick	Aliah Walker
Mykayla Coiley ✓	Emma Jeanette	Zachariah Patrick	Madeline Watts#
Sariyah Crawford*#	Dylan Johnson	Lillian Paul#	Carter Wegler
Yajaira Cruz Rodriguez	Isabella Johnson	Brooklynn Peterson	Louis Weisman
Gracie Curtis	Charles Juntunen#	Kyler Pevito	Hunter White
Isaac Dalbec	Arianna Kelly-Winkler	Keziah Pop#	Cameron Williams
Sofia DeCambaliza*#	Ryan Kirsch	Alixander Porter	Morgan Wimer
Ava DeFoe	Claire Kloster*^#	Kaden Postal	Neva Zigich*^#
Aryanna DeWitt*^#	Lucas Koski	Anna Pozniak^#	
Corbin Dickey	Lillian LaJesse-Nason	Myna Presley-Baum	
Margaret Duncan#	Tehya-Hazel Lamberton	Tyson Quinn	
Addison Dunkin	DeMario LaPre	Walter Ramos	
Ryan Eaton	Andrew Larson*^	Alyson Rask^	
Jordan Farleigh	Leo Larson	Aspen Ratcliffe	

Academic Letter #  
Top 10% of the class \*  
National Honor Society ^  
4.0 GPA @  
Associate Degree -

Students that received a Certificate of attendance



### The Denfeld Staff Congratulates the Class of 2023

*"You must find a way to get in the way and get in good trouble, necessary trouble. ... You have a moral obligation, a mission and a mandate, when you leave here, to go out and seek justice for all. You can do it. You must do it."*

- Rep. John Lewis

#### HALLS OF DENFELD

##### *Alma Mater*

Oh we love the halls of Denfeld that surround us here today  
And we will not forget tho' we be near or far away.

To the hallowed halls of Denfeld every voice will bid farewell  
And shimmer off in twilight like the old tower bell.

One day a hush will fall, the footsteps of us all,  
Will echo down the hall and disappear.

But as we sadly start, our journeys far apart,  
A part of every heart will linger here.

In the sacred halls of Denfeld where we lived and learned to know  
That thru the years we'll see you in the sweet after glow.

#### SCHOOL BOARD

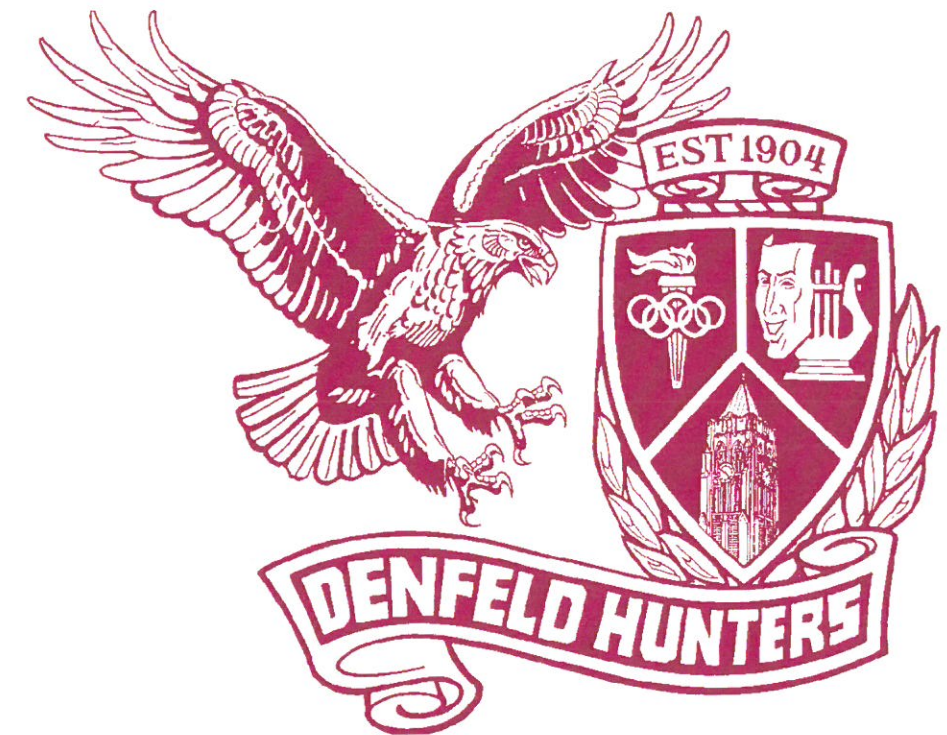
Jill Lofald, *Chair*  
Kelly Durick Eder, *Treasurer*  
Alanna Oswald  
Amber Sadowski, *Clerk*  
David Kirby  
Rosie Loeffler-Kemp, *Vice Chair*  
Paul Sandholm

Lauryn Molitor, *Student Representative*

**Special thanks to the  
Sound & Light Booth, Clerical Staff, Custodial Staff  
and Maria Fierek of LuLu Collective**

# COMMENCEMENT

## *Class of 2023*



*Denfeld High School  
Historic Denfeld Auditorium*

*Thursday, June 8, 2023  
7:00 PM*

*"Take action. Every story you've ever connected with, every leader you've ever admired, every puny little thing that you've ever accomplished is the result of taking action. You have a choice. You can either be a passive victim of circumstance or you can be the active hero of your own life."*

- Bradley Withford

## DISTRICT 709 FIELD TRIP REQUESTS

130

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

**DIRECTIONS:** All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative review and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

### DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

### INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved Name: \_\_\_\_\_  
☐ Not Approved Date: \_\_\_\_\_

### SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved Name: \_\_\_\_\_  
☐ Not Approved Date: \_\_\_\_\_

Instructional/Supplemental Trips need not be sent to District office.

### EXTENDED TRIP ACTION

Principal: ☐ Recommended Name: \_\_\_\_\_  
☐ Not Recommended Date: \_\_\_\_\_

Assistant Superintendent: ☒ Recommended Name: Anthony Boni  
☐ Not Recommended Date: 6/8/23

School Board: ☐ Approved Name: \_\_\_\_\_  
☐ Not Approved Date: \_\_\_\_\_

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.



# FIELD TRIP REQUEST FORM

Date of Submission:

131

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

- Organization/Grade/Course Planning Trip: DPS American Indian Ed. Program
- Contact Person (Responsible for Checklist Completion): Edge Washington
- Field Trip Date(s): \_\_\_\_\_ Destination: Bayfield, WI
- Field Trip Overview (Include events, establishments and locations): We will be visiting tribal garden + fishery, taking a tour of Madeline Island + learning about Ojibwe in that area - history + culture
- Field Trip Departure from School (Date and Time): 6/24 9:00 am  
Field Trip Return to School (Date and Time): 6/25 6:00 pm - 6:30 pm
- Objectives of Field Trip: - acquiring knowledge of the Ojibwe people in Madeline Island area - culture, history; language - current events
- Relationship to Curriculum or Student Learning: This trip will meet US History State Standards as well as provide an indigenous perspective on US History
- Planned Follow-up Field Trip Activities: utilizing what they learned they will have discussions + provide a presentation to the group
- Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$ <u>0</u>
Total Meals	\$ <u>1,000</u>
Total Lodging	\$ <u>1700</u>
Total Transportation	\$
<input type="checkbox"/> School District Vehicle(s)	
<input checked="" type="checkbox"/> Commercial Transportation Carrier ~ Name: <u>Rental - enterprise - vans (2)</u>	<u>200</u>
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	<u>300</u>
Total Additional Stipends:	\$
Other:	\$
<b>Total</b>	\$ <u>3,000.00</u>

Revenues	
District Budget	Code: <u>01-E-005-105-320-305-340</u>
Booster Group	\$
Donations	\$
Student Fees	\$
Total Additional Stipends:	\$
<b>Total</b>	\$ <u>3,000.00</u>

11. Reviewed/Completed Request Checklist: ☒ Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

## FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

132

- ☒ Develop and Communicate Student Discipline Expectations
- ☒ Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- ☒ Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- ☒ Gain Access to Cell Phone for Field Trip
- ☒ Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).
- ☒ **Guide:** May choose to leave message on school voice mail to help with late drop off.
- ☒ Plan Meal Arrangements (if necessary)
- ☒ **Reminder:** Notify food service of non-participation.
- ☒ Plan Administration of Student Medication and First Aid Needs (if necessary)
- ☒ **Guide:** Contact School Nurse.
- ☒ Develop and Communicate Action Plan if Student Gets Lost on Trip
- ☒ Arrange Adult Chaperones for Field Trip (if necessary)
- ☒ **Guide:** One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- ☒ Develop and Communicate Teacher and Adult Chaperone Expectations
- ☒ **Example:** Supervision duties, no smoking, no alcohol
- ☒ Planned Itinerary *See attachment*

TIME

LOCATION

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- ☒ Maintain Student Roster and Check-in/Check-out Procedure
- ☒ Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person:

*Washington*

## FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- ☒ Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
- ☒ **Note:** Attach tentative planned itinerary.
- ☒ Arrange Funding of Expenses During Trip
- ☒ Arrange Meal Plans
- ☒ Arrange Lodging Plans and Room Assignments
- ☒ Collect Family Emergency Information for Students
- ☒ **Example:** Home phone numbers, emergency contacts, medical information
- ☒ Additional Information
- ☒ **Note:** Provide any additional information.

Signature of Contact Person:

*Washington*

## Week 1 : RedCliff Trip

Wednesday, June 14th, 2023

- Leave Duluth at 9am, arrive in Redcliff at about 11 am.
- Meet up with Scott and other Redcliff Tribal youth for icebreaker and lunch ( What is our icebreaker? What are we doing for lunch?).
- After lunch, kick-ball Tournament, students vs. staff (Wayne Valor).
- Break to have a snack and check into the hotel.
- 4-6 PM indoor games ( moccasin game, dish game board games).
- 6-7 PM, dinner (Joanne's)?
- 7-9PM, smores, ghost stories and or flute playing.
- 9-10PM, swimming or free time.
- 10 PM, bed checks.

Thursday, June 15th, 2023

- 7-8PM breakfast
- 8-9 hike either Raspberry or somewhere else
- 9-11 tribal garden
- 11:30-1PM-lunch ?
- 1-3:30PM fishing, kayaking, swimming and or beach time
- 3:30-4PM, snack and load bus for home
- 6:30 Arrive back in Duluth

## **DISTRICT 709**

### **FIELD TRIP REQUESTS**

134

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

**DIRECTIONS:** All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

#### **DEFINITIONS:**

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

#### **INSTRUCTIONAL TRIP ACTION**

Principal: ☐ Approved Name: \_\_\_\_\_  
☐ Not Approved Date: \_\_\_\_\_

#### **SUPPLEMENTAL TRIP ACTION**

Principal: ☐ Approved Name: \_\_\_\_\_  
☐ Not Approved Date: \_\_\_\_\_

**Instructional/Supplemental Trips need not be sent to District office.**

#### **EXTENDED TRIP ACTION**

Principal: ☒ Recommended Name: Jim W. Jim 6/7/23  
☐ Not Recommended Date: \_\_\_\_\_

Assistant Superintendent: ☒ Recommended Name: Anthony Burk  
☐ Not Recommended Date: 6/14/23

School Board: ☐ Approved Name: \_\_\_\_\_  
☐ Not Approved Date: \_\_\_\_\_

**All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.**



# FIELD TRIP REQUEST FORM

Date of Submission: June 7, 2023

135

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

- Organization/Grade/Course Planning Trip: Speech and Debate Team 9-12<sup>th</sup>
- Contact Person (Responsible for Checklist Completion): Tul Lofald Brian Schilling
- Field Trip Date(s): June 10-17, 2023 Destination: Phoenix, Arizona
- Field Trip Overview (Include events, establishments and locations): Debate + Speech Competition Mesa High School
- Field Trip Departure from School (Date and Time): Saturday June 10 2023 8:30 am  
Field Trip Return to School (Date and Time): Friday June 16 10:30 pm
- Objectives of Field Trip: To compete in Debate + Speech Tournament  
3 Deerfeld Speech Team 4 East Duluth Debate team
- Relationship to Curriculum or Student Learning: Speech + Debate belong to NSDA since 1942. We often (over 30 years of competing) have success qualifying for this National Tournament
- Planned Follow-up Field Trip Activities: All (except Modi Watts-senior) will RETURN to our teams - with SO much knowledge experience + passion for continued growth in competition + public speaking skills.
- Field Trip Budget Request

Estimated Expenses		
Total Admission/Fees	<u>Registration fees for Deerfeld Speech + Duluth Debate</u>	<u>\$1,000.00</u>
Total Meals	<u>Student pays</u>	<u>\$</u>
Total Lodging	<u>Residence Inn, Mesa AZ</u>	<u>\$5,000</u>
Total Transportation		<u>\$</u>
<input type="checkbox"/> School District Vehicle(s)		
<input type="checkbox"/> Commercial Transportation Carrier ~ Name:	<u>Airfare - Sun Country</u>	<u>3,000</u>
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name:	<u>Rental Vans</u> <u>Enterprise</u>	
Total Additional Stipends:	<u>2 7 passenger vans</u>	<u>\$</u>
Other:		<u>\$</u>
<b>Total</b>		<u>\$8000.00</u>

Revenues		
District Budget	Code:	\$
Booster Group		\$
Donations	<u>6 grants</u>	<u>\$8000.00</u>
Student Fees		\$
Total Additional Stipends:		\$
<b>Total</b>		\$

11. Reviewed/Completed Request Checklist: ☒ Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

We have two Adult Chaperones + they are Alumni of our program :)

I have detailed trip documents - detailed daily itinerary that have been shared with students + families. We have had 3 parent/student meetings in the last 3 months with all attending.



## FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

136

- ☒ Develop and Communicate Student Discipline Expectations
- ☒ Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- ☒ Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- ☒ Gain Access to Cell Phone for Field Trip
- ☒ Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).  
**Guide:** May choose to leave message on school voice mail to help with late drop off.
- ☒ Plan Meal Arrangements (if necessary)  
**Reminder:** Notify food service of non-participation.
- ☒ Plan Administration of Student Medication and First Aid Needs (if necessary)  
**Guide:** Contact School Nurse.
- ☒ Develop and Communicate Action Plan if Student Gets Lost on Trip
- ☒ Arrange Adult Chaperones for Field Trip (if necessary)  
**Guide:** One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- ☒ Develop and Communicate Teacher and Adult Chaperone Expectations  
**Example:** Supervision duties, no smoking, no alcohol
- ☐ Planned Itinerary

**TIME**

**LOCATION**

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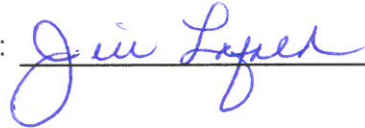
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- ☐ Maintain Student Roster and Check-in/Check-out Procedure
- ☐ Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person:

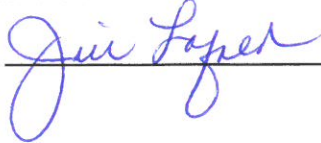


## FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- ☒ Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians  
**Note:** Attach tentative planned itinerary.
- ☒ Arrange Funding of Expenses During Trip
- ☒ Arrange Meal Plans
- ☒ Arrange Lodging Plans and Room Assignments
- ☒ Collect Family Emergency Information for Students  
**Example:** Home phone numbers, emergency contacts, medical information
- ☒ Additional Information  
**Note:** Provide any additional information.

Signature of Contact Person:



**DATA SHARING AGREEMENT FOR RELEASE  
OF DATA UNDER "SCHOOL OFFICIAL" EXCEPTION**

137

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND, is entered into as of July 1, 2023 ("Effective Date"). The District and THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with THE COLLEGE OF ST. SCHOLASTICA, UPWARD BOUND (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2023-2024 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA") allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a "school official" exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a "school official" under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a "school official."

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to District.** Requesting Entity is a NON-PROFIT ORGANIZATION whose TUTOR will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.
2. **Protected Student Data Defined.** "Protected Student Data" means any data defined as "personally identifiable information" contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. §

3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.
4. **District’s Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:
  - a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each *TUTOR* must review and sign the acknowledgement and consent form attached hereto as Exhibit A.
  - b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its *TUTOR* to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).
  - c. The use and maintenance of Protected Student Data by *TUTOR* shall be at all times subject to the District’s direct control.
  - d. Individuals providing services as *TUTOR* shall be granted access to Protected Student Data through the District’s Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as *TUTOR* to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals

providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

- e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
- f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.

5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.

6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.



7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2024. On July 1, 2024, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: 6.30.23

By: [Signature]  
Director of Assessment / Evaluation / Performance

DATE: 5-25-2023

By: AMY GALAROWICZ

Title: DIRECTOR, UPWARD BOUND & UPWARD BOUND MATH+ SCIENCE

Phone: 218-723-6760

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
School Board Chair, Duluth School District 709

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 503

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2021

**503 STUDENT ATTENDANCE**

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

**I. PURPOSE**

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

**II. GENERAL STATEMENT OF POLICY****A. Responsibilities****1. Student's Responsibility**

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

**2. Parent or Guardian's Responsibility**

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

**3. Teacher's Responsibility**

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance

problems that may arise.

4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
  - (1) Absences where the guardian has notified school within 24 hours of absence.
  - (1) Illness.
  - (2) Serious illness in the student's immediate family.
  - (3) A death or funeral in the student's immediate family or of a close friend or relative.
  - (4) Medical, dental, ~~or~~ orthodontic or mental health treatment/appointments. ~~or a counseling appointment~~



~~mental health treatment.~~

- (5) Court appearances occasioned by family or personal action.
- (6) Religious instruction not to exceed three hours in any week.
- (7) Physical emergency conditions such as fire, flood, storm, etc.
- (8) Official school field trip or other school-sponsored outing.
- (9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
- (10) Family emergencies.
- (11) Active duty in any military branch of the United States.
- (12) A student's condition that requires ongoing treatment for a mental health diagnosis.

***[Note: State law provides that a school board may include other exemptions in the school district's attendance policy. See Minnesota. Statutes, section 120A.22, subdivision 12. When considering whether to add other exemptions, school boards should consider the intent of the compulsory attendance law, which recognizes the educational value of regular attendance and class participation, and whether the proposed exemption is consistent with the intent of the law.]***

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) ~~Work missed because of absence must be made up within \_\_\_\_\_ days from the date of the student's return to school.~~ Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.
- (3) A student who is absent for extended time periods due

to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency, placement in a partial hospitalization program, or placement in a day treatment program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

## 2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) ~~Vacations with family.~~
- (6) ~~Personal trips to schools or colleges.~~
- (7) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).
- (8) Any other absence not included under the attendance procedures set out in this policy.

## b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- (2) Days during which a student is suspended from school

shall not be counted in a student's total accumulated unexcused absences.

- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.
- (4) ~~Students with unexcused absences shall be subject to discipline in the following manner:~~
  - ~~(a) From the first through the \_\_\_\_\_ cumulated unexcused absence in a [quarter or semester] the student will not be allowed to make up work missed due to such absence.~~
  - ~~(b) After the \_\_\_\_\_ cumulated unexcused absence in a [quarter or semester], a student's parent or guardian will be notified by certified mail that his or her child is nearing a total of \_\_\_\_\_ unexcused absences and that, after the \_\_\_\_\_ unexcused absence, the student's grade shall be reduced by one increment for each unexcused absence thereafter.~~
  - ~~(c) After such notification, the student or his or her parent or guardian may, within a reasonable time, request a conference with school officials regarding the student's absences and the prescribed discipline. The notification will state that the school strongly urges the student's parent or guardian to request such a conference.~~
  - ~~(d) After \_\_\_\_\_ cumulative unexcused absences in a [quarter or semester] the teacher will reduce the student's letter grade by one increment for each unexcused absence thereafter (i.e. A to A-). However, prior to reducing the student's grade, an administrative conference must be held among the principal, student, and parent.~~
  - ~~(e) After \_\_\_\_\_ cumulated unexcused absences in a [quarter or semester], the administration may impose the loss of academic credit in the class or classes from which the student has been absent. However, prior to loss of credit, an administrative conference must be held among the principal, student, and parent.~~
  - ~~(f) If the result of a grade reduction or loss of credit has the effect of an expulsion, the school district will follow the procedures set forth in the Pupil Fair Dismissal Act, Minnesota Statutes sections~~

~~121A.40-121A.56.~~

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
2. Procedures for Reporting Tardiness
  - a. Students tardy at the start of school must report to the school office for an admission slip.
  - b. Tardiness between periods will be handled by the teacher.
3. Excused Tardiness

Valid excuses for tardiness are:

  - a. Illness.
  - b. Serious illness in the student's immediate family.
  - c. A death or funeral in the student's immediate family or of a close friend or relative.
  - d. Medical, dental, orthodontic, or mental health treatment.
  - e. Court appearances occasioned by family or personal action.
  - f. Physical emergency conditions such as fire, flood, storm, etc.
  - g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.
4. Unexcused Tardiness
  - a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.
  - ~~b. Consequences of tardiness may include detention after unexcused tardies. In addition, unexcused tardies are equivalent to one unexcused absence.~~

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

### **III. RELIGIOUS OBSERVANCE ACCOMMODATION**

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

### **IV. DISSEMINATION OF POLICY**

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

### **V. REQUIRED REPORTING**

#### **A. Continuing Truant**

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

#### **B. Reporting Responsibility**

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid

excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

***[Note: Where truancy services and programs under Minnesota Statutes, Chapter 260A are available within the school district, the following provisions should also be included in the policy.]***

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
 Minn. Stat. § 120A.22 (Compulsory Instruction)  
 Minn. Stat. § 120A.24 (Reporting)  
 Minn. Stat. § 120A.26 (Enforcement and Prosecution)

Minn. Stat. § 120A.34 (Violations; Penalties)  
 Minn. Stat. § 120A.35 (Absence from School for Religious Observance)  
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 260A.02 (Definitions)  
 Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
 Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
 Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565 (1975)  
*Slocum v. Holton Bd. of Educ.*, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
*Campbell v. Bd. of Educ. of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. Sch. Dist. R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Bd. of Educ.*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
<b>Adopted:</b>	<b>04-19-2016 ISD 709</b>
First Reading:	



## 503 STUDENT ATTENDANCE

### I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

### II. GENERAL STATEMENT OF POLICY

#### A. Responsibilities

##### 1. Student's Responsibility

- It is the student's right to be in school.
- It is the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall.
- It is the student's responsibility to request any missed assignments due to an absence.

##### 2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to:

- Ensure the student is attending school
- Inform the school in the event of a student absence
- Work cooperatively with the school and the student to solve any attendance problems that may arise

##### 3. Teacher's Responsibility

It is the teacher's responsibility to:

- Take daily attendance and to maintain accurate attendance records in each assigned class and study hall.
- Be familiar with all procedures governing attendance and to apply these procedures uniformly.
- Provide any student who has been absent with any missed assignments upon request.
- Work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

##### 4. Administrator's Responsibility

- a. It is the administrator's responsibility to:

- Require students to attend all assigned classes and study halls.
  - Be familiar with all procedures governing attendance and to apply these procedures uniformly to all students
  - Maintain accurate records on student attendance
  - Prepare a list of the previous day's absences stating the status of each
  - Inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minn. Stat. § 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

## B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

### 1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
- (1) Absences where parent has notified school within 24 hours of absence.
  - (2) Illness.
  - (3) Serious illness in the student's immediate family.
  - (4) A death or funeral in the student's immediate family or of a close friend or relative.
  - (5) Medical, dental, orthodontic, mental health treatment.
  - (6) Court appearances occasioned by family or personal action.
  - (7) Religious instruction not to exceed three hours in any week.
  - (8) Physical emergency conditions such as fire, flood, storm, etc.
  - (9) Official school field trip or other school-sponsored outing.
  - (10) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.

- (11) Family emergencies.
- (12) Active duty in any military branch of the United States.
- (13) A student's condition that requires ongoing treatment for a mental health diagnosis.

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Student will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period may result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedure including absences that are unreported.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Absences resulting from cumulated unexcused tardies (3 tardies equal one unexcused absence).
- (6) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

### C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
2. Procedures for Reporting Tardiness
  - a. Students tardy at the start of school must report to the school office for an admission slip.
  - b. Tardiness between periods will be handled by the teacher.

### 3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness.
  - b. Serious illness in the student's immediate family.
  - c. A death or funeral in the student's immediate family or of a close friend or relative.
  - d. Medical, dental, orthodontic, or mental health treatment.
  - e. Court appearances occasioned by family or personal action.
  - f. Physical emergency conditions such as fire, flood, storm, etc.
  - g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.
4. Unexcused Tardiness
    - a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

### D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.
3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must

present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

### **III. DISSEMINATION OF POLICY**

Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

### **IV. REQUIRED REPORTING**

#### **A. Continuing Truant**

Minn. Stat. § 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minn. Stat. § 120A.22 and is absent from instruction in a school, as defined in Minn. Stat. § 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school or high school.

#### **B. Reporting Responsibility**

When a student is initially classified as a continuing truant, Minn. Stat. § 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minn. Stat. § 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minn. Stat. § 120A.34;
4. That this notification serves as the notification required by Minn. Stat. § 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minn. Stat. Ch. 260;
8. That if the child is subject to juvenile court proceedings, the child may be

subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minn. Stat. § 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

### C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minn. Stat. Ch. 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 120A.34 (Violations; Penalties)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 260A.02 (Definitions)  
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)  
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)  
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)  
Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)  
Knight v. Board of Education, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)

Replacing: Policy 5025  
First Reading: 03-22-2016  
**Adopted: 04-19-2016 ISD 709**

## 102 EQUAL EDUCATIONAL OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### II. GENERAL STATEMENT OF POLICY

- A. ~~The policy of Duluth Public Schools~~ It is ~~the school district's policy~~ is to provide equal educational opportunity ~~to~~ for all students. The school district does not unlawfully discriminate on the basis of ~~actual or perceived~~ race, ~~ethnicity~~, color, creed, ~~religion~~, national origin, ~~immigration status~~, sex, marital status, ~~parental status~~, ~~familial status~~, ~~socioeconomic status~~, physical appearance, sexual orientation, including gender identity and expression, ~~academic status related to student performance~~, disability, status with regard to public assistance, age, ~~military status~~, ~~association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).~~ The school district also makes reasonable accommodations ~~for students with disabilities.~~
- B. The school district prohibits the harassment ~~and discrimination~~ of any individual ~~based on~~ ~~for~~ any of the ~~protected classifications~~ ~~categories~~ listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (~~Policy 413~~).
- C. ~~The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).~~
- D. ~~The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).~~
- E. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- F. ~~It is the responsibility of~~ Every school district employee ~~shall be responsible for~~ ~~to~~ comply ~~ing~~ with this policy ~~conscientiously~~.
- G. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Refer to District [Policy 103 Complaints - Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education



Office for Civil Rights, Region V  
 500 W. Madison Street – Suite 1475  
 Chicago, IL 60661  
 Tel: 312-730-1560  
 TDD: 312-730-1609

MN Department of Human Rights  
 540 Fairview Ave N, Ste. 201  
 St. Paul, MN 55104  
 800.657.3704  
 651.296.5663  
 TDD 651.296.1283

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** ~~MSBA/MASA Model Policy 402 (Disability Nondiscrimination)~~  
 MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (~~Student~~ Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Replaces: Policy 5005  
 First Reading: 06-16-2016  
 Adopted: 07-21-2015  
03-22-2016 ISD 709 (Renumbered only)  
 First Reading: 08-20-2019  
 Second Reading: 09-17-2019

## **102 - Equal Educational Opportunity**

### **I. PURPOSE**

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. It is the school district's policy to provide equal educational opportunity to all students. The school district does not unlawfully discriminate on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. It is the responsibility of every school district employee to comply with this policy conscientiously.
- E. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.
- F. Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
800.657.3704  
651.296.5663  
TDD 651.296.1283

**Legal References:** Minn. Stat. Ch. 363 (Minnesota Human Rights Act)  
 Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)  
 20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
 MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

Replaces: Policy 5005  
 First Reading: 06-16-2016  
 Adopted: 07-21-2015  
03-22-2016 ISD 709 (Renumbered only)  
 First Reading: 08-20-2019  
 Second Reading: 09-17-2019

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 504

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

**504 STUDENT DRESS AND APPEARANCE****I. PURPOSE**

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
  - 1. Clothing appropriate for the weather.
  - 2. Clothing that does not create a health or safety hazard.
  - 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
  - 1. ~~"Short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.~~
  - 2. Clothing bearing a message that is lewd, vulgar, or obscene.
  - 3. Apparel promoting products or activities that are illegal for use by minors.
  - 4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.
  - 5. Any apparel or footwear that would damage school property.
- D. ~~Headgear, including hats or head coverings, are not allowed in the building except with the approval of the building principal (e.g., student undergoing chemotherapy, medical situations, student religious practice or belief).~~  
 Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.

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

### III. PROCEDURES

- A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.
- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

**Legal References:** U. S. Const., amend. I  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*B.W.A. v. Farmington R-7 Sch. Dist.*, 554 F.3d 734 (8<sup>th</sup> Cir. 2009)  
*Lowry v. Watson Chapel Sch. Dist.*, 540 F.3d 752 (8<sup>th</sup> Cir. 2008)  
*Stephenson v. Davenport Cmty. Sch. Dist.*, 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
*B.H. ex rel. Hawk v. Easton Area School Dist.*, 725 F.3d 293 (3<sup>rd</sup> Cir. 2013)  
*D.B. ex rel. Brogdon v. Lafon*, 217 Fed.Appx. 518 (6<sup>th</sup> Cir. 2007)  
*Hardwick v. Heyward*, 711 F.3d 426 (4<sup>th</sup> Cir. 2013)  
*Madrid v. Anthony*, 510 F.Supp.2d 425 (S.D. Tex. 2007)  
*McIntire v. Bethel School, Indep. Sch. Dist. No. 3*, 804 F.Supp. 1415 (W.D. Okla. 1992)  
*Hicks v. Halifax County Bd. of Educ.*, 93 F.Supp.2d 649 (E.D. N.C. 1999)  
*Olesen v. Bd. of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 820 (N.D. Ill. 1987)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing: Policy 5100  
 First Reading:

## **~~5100 STUDENT DRESS~~**

~~Arbitrary and capricious rules shall not be established regarding hair and dress styles of students. However, the elements of obscenity, health, and safety may be considered as legitimate causes for some regulation of student appearance by the principal.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 I SD 709~~

## **901 COMMUNITY EDUCATION**

### **I. PURPOSE**

The purpose of this policy is to convey to employees and to the general public the important role of community education within the school district. Community education and its funding stream includes Community Education, Early Childhood and Family Education (ECFE),

### **II. GENERAL STATEMENT OF POLICY**

The school board affirms a strong commitment to the community education program. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled elementary and secondary programs. The school administration should strive to accomplish the following objectives:

- A. Maximum use should be made of public school facilities within the school district service area.
- B. Educational needs and interest of area residents should be determined periodically.
- C. Community resources and expertise of residents should be utilized to develop a vibrant, well-rounded community education program.
- D. Area residents should be encouraged to actively participate in program opportunities.
- E. Outreach and collaboration with the full Duluth community should be equitable and ongoing.

### **III. COMMUNITY EDUCATION ADVISORY COUNCIL**

- A. The council shall assist in promoting the goals and objectives of the program.
- B. The membership of the community education advisory will consist of members who represent: various service organizations; churches; public and nonpublic schools; local government including elected officials; public and private nonprofit agencies serving youth and families; parents; youth; park, recreation or forestry services of municipal or local government units located in whole or in part within the boundaries of the school district; and any other groups participating in the community education program in the school district.
- C. Bylaws of the community education advisory council shall provide the framework for the organization including criteria pertaining to membership, officers' duties, frequency and structure of meetings and such other matters as deemed necessary and appropriate.
- D. The council will adopt a policy to reduce and eliminate program duplication within the school district.

**Legal References:** Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)  
 Minn. Stat. § 124D.19, Subd. 1 (Community Education Programs; Advisory Council)  
 Minn. Stat. § 124D.20, Subd. 1 (Community Education Revenue)

**Cross References:** MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)



## 712 VIDEO SURVEILLANCE OTHER THAN ON BUSES

### I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic surveillance systems in monitoring activity on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

### II. GENERAL STATEMENT OF POLICY

#### A. Placement

1. School district buildings and grounds may be equipped with video cameras.
2. Video surveillance may occur in any school district building or on any school district property.
3. Video surveillance will normally not be used in bathrooms or locker rooms, although these areas may be placed under surveillance by individuals of the same sex as the occupants of the bathrooms or locker rooms.

#### B. Use of Video Recordings

1. Video recordings will be viewed by school district personnel on a random basis and/or when problems have been brought to the attention of the school district.
2. A video recording of the actions of students and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct in school district buildings or on school grounds.
3. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

#### C. Security and Maintenance

1. The school district shall establish appropriate security safeguards to ensure that video recordings are maintained and stored in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.
2. The school district shall ensure that video recordings are retained in accordance with the school district's records retention schedule.

#### **Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 121A.585 (Notice of Recording Device)  
 Minn. Stat. § 138.17 (Government Records; Administration)  
 Minn. Stat. § 609.746 (Interference with Privacy)  
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)

## ~~3188 VIDEO SECURITY OTHER THAN ON BUSES~~

### ~~I. PURPOSE~~

~~Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic security systems on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.~~

### ~~II. GENERAL STATEMENT OF POLICY~~

#### ~~A. Placement~~

- ~~1. Video security systems may exist in any school district building or on any school district property.~~

#### ~~B. Use of Video Security Systems~~

- ~~1. Video security information will be viewed by school district as needed and/or when problems have been brought to the attention of the school district.~~
- ~~2. Video security information will be released only in conformance with the Minnesota Government Data Practice Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. & 1232g and the rules and/or regulations promulgated there under.~~

~~Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. & 121A.585 (Notice of Recording Device)  
20 U.S.C & 1232g (Family Education Rights and Privacy Act)  
34 C.F.R. Secs. 99.1-99.67~~

~~Cross References: MSBA/MASA Model Policy 506 (Student Discipline) MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records) MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Videotaping on School Buses)~~

~~Adopted: 09-21-2010 ISD 709~~

~~Revised:~~

## 509 ENROLLMENT OF NONRESIDENT STUDENTS

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

- A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:
  1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
  2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes section 124D.03.
  3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.
- B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minnesota Statutes section 121A.45 to enroll during the term of the expulsion if the student was expelled for:
  1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
  2. possessing or using an illegal drug at school or a school function;
  3. selling or soliciting the sale of a controlled substance while at school or a school function; or
  4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.
- C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:
  1. previous academic achievement of a student;
  2. athletic or extracurricular ability of a student;
  3. disabling conditions of a student;

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

**D. Application**

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

**E. Lotteries**

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

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

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

**F. Exclusion**

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings

should be initiated.

2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.
2. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

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

**Legal References:** Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)  
 Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
 Minn. Stat. § 124D.03 (Enrollment Options Program)

Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)  
Minn. Stat. § 124D.68 (Graduation Incentives Program)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. § 260C.007, Subd. 19 (Definitions)  
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)  
*Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 517 (Student Recruiting)

First Reading: 05.16.2023  
Second Reading:



## **~~5035 NON-RESIDENT ENROLLEES~~**

~~The Superintendent may admit non-resident students who do not qualify for enrollment under the Minnesota Open Enrollment Law, but shall assess the usual non-resident tuition if in his/her judgment it should be paid. The tuition charges shall be equivalent to the cost of education per student as established annually by the School Board.~~

~~References: MSA 120.06~~

~~Adopted: 06-09-70 ISD 709~~

~~Revised: 06-20-95 ISD 709~~

## **532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS**

### **I. PURPOSE**

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to use a restrictive procedure or remove, if necessary, a student with an individualized education program (IEP) from school grounds.

### **II. GENERAL STATEMENT OF POLICY**

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct, which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

### **III. DEFINITIONS**

For purposes of this policy, the following terms have the meaning given them in this section:

- A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- D. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to

provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.

- E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

#### **IV. REMOVAL OF STUDENTS FROM SCHOOL GROUNDS**

##### **A. Removal By Crisis Team**

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student’s behavior continues to endanger or may endanger the health and safety, or property of the student, other students or staff members, or school property, the crisis team may remove the student from school grounds.

If the student’s behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

##### **B. Removal By Police Liaison Officer or Peace Officer**

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team, building administrator, or the building administrator’s designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student’s IEP team must meet to determine if the student’s IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school

personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

### C. Reasonable Force Permitted

In removing a student from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to self or another.

In removing a student from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minnesota Statutes section 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E;
6. Physical holding (as defined in Minnesota Statutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or
8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal or use of a restrictive procedure.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
 Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
 Minn. Stat. § 121A.67 (Removal by Police Officer)  
 Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)  
 Minn. Stat. § 609.06 (Authorized Use of Force)  
 Minn. Stat. § 609.379 (Permitted Actions)

20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))  
 20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)  
 34 C.F.R. § 300.535 (Referral to Action by Law Enforcement and Judicial Authorities)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 507 (Corporal Punishment)  
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 525 (Violence Prevention)  
 MSBA/MASA Model Policy 806 (Crisis Management Policy)

Replacing:	Policy 5093
First Reading:	5/17/2016
<b>Adopted:</b>	<b>6/21/2016 ISD 709</b>
First Reading:	05.16.2023

## **514 BULLYING PROHIBITION POLICY**

### **I. PURPOSE**

The purpose of this policy is to prohibit bullying behavior and assist the Duluth Public Schools in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

### **II. GENERAL STATEMENT OF POLICY**

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.



- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### **III. DEFINITIONS**

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the conduct and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means; but is not limited to, conduct that does the following:
  1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On Duluth Public Schools property or at school-related functions or on school transportation" means all district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth Public Schools District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the District does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct.
- H. "Student" means a student enrolled in Duluth Public Schools.
- I. "District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents or persons subject to the supervision and control of the district and its students.
- J. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

#### **IV. REPORTING PROCEDURE**

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The District has made available to the reporting party or complainant the use of a report form. Contact the principal, or Duluth Public Schools Website at [isd709.org/families/bullying-harassment](http://isd709.org/families/bullying-harassment) to access bullying report forms. Oral reports shall be considered complaints as well.
- C. The building principal or designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying at the building level. Any person may report bullying or other prohibited conduct directly to the school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made directly with the assistant superintendent or superintendent of the District. Please see our Parent & Student Handbook or Duluth Public Schools Website at [isd709.org](http://isd709.org) for principal and Duluth Public Schools contact information.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be

responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

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

## **V. SCHOOL DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law. When investigating a complaint, the building report taker may take into account the following factors:
  - The developmental ages and maturity levels of the parties involved.
  - The potential for culturally misinterpreting behavior.
  - The levels of harm, surrounding circumstances, and nature of the behavior.
  - Past incidences or past or continuing patterns of behavior.
  - The relationship between the parties involved.

- The context in which the alleged incidents occurred.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
- For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
  - For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:
    - Safety planning
    - Student conference(s)
    - Working with parents of involved students
    - Teaching/reteaching of desired skills or behavior
    - Reinforcing desired skills or behaviors
    - School disciplinary action (detention, suspension, etc.)
    - Connecting students/families to school, district, community resources
    - Consideration of a restorative process if all parties are prepared and willing

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.
- G. Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The assistant superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The assistant superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.
- H. When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Duluth Public Schools contracts.

## **VI. RETALIATION OR REPRISAL**

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

## **VII. RECORDS**

Information gained when investigating and remediating reports of bullying will be recorded and kept by the building principal or designee. Information regarding the

number of reports of bullying and the action taken to resolve the reports will be provided to the Duluth Public Schools climate coordinator by the building principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

## **VIII. TRAINING AND EDUCATION**

- A. The school district shall discuss this policy with district employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed district employees must receive the training within the first year of their employment with the district or school. The district or a school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances. This policy shall be included in employee handbooks, training materials, and/or publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:
  - 1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.
  - 2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
  - 3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
  - 4. Recognizing, responding to and reporting bullying.
  - 5. Information about the incidence and nature of cyberbullying.
  - 6. Information about Internet safety issues as they relate to cyberbullying.
  - 7. Student-staff relationships and initial responses to students making a report.
  - 8. A review of the district's reporting requirements related to bullying and cyberbullying.

- C. Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
  2. Partner with parents and other community members to develop and implement prevention and intervention programs;
  3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority,



diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.
- H. The school district will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

## **IX. NOTICE**

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## **IX. POLICY REVIEW**

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)  
 Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 121A.03 (Model Policy)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.69 (Hazing Policy)  
 Minn. Stat. Ch. 124E (Charter Schools)  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)  
 34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Malicious and sadistic conduct involving race, gender, religion, sexual harassment, sexual orientation, and sexual exploitation is prohibited under Minnesota Statutes, chapter 121A.0312

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
 MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
 MSBA/MASA Model Policy 501 (School Weapons Policy)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 507 (Corporal Punishment)  
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)  
 MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
 MSBA/MASA Model Policy 525 (Violence Prevention)  
 MSBA/MASA Model Policy 526 (Hazing Prohibition)  
 MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
 MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5084  
 First Reading: 7/18/2017  
**Adopted: 8/22/2017 ISD709**  
 First Reading: 05.16.2023

## **515 PROTECTION AND PRIVACY OF PUPIL RECORDS**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. DEFINITIONS**

#### **A. Authorized Representative**

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

#### **B. Biometric Record**

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

#### **C. Dates of Attendance**

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

#### **D. Directory Information**

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

or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

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

E. Education Records

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

jurisdiction.

- c. Records relating to an individual, including a student, who is employed by the school district which:

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

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

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

- (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
- (2) made, maintained, or used only in connection with the provision of treatment to the student; and
- (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

#### F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

"Legitimate educational interest" includes an 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;
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; or
4. Perform a task directly related to responding to a request for data.

J. Parent

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

K. Personally Identifiable

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

L. Record

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

microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Finance Simone Zurich.

N. Student

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

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a 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.

P. Summary Data

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

Q. Other Terms and Phrases

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

#### **IV. GENERAL CLASSIFICATION**

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

#### **V. STATEMENT OF RIGHTS**

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student's education records;

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

**B. Eligible Students**

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

**C. Students with a Disability**

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

**VI. DISCLOSURE OF EDUCATION RECORDS**

**A. Consent Required for Disclosure**

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;



- b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
- 3. When a disclosure is made under this subdivision:
  - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
- 4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. identifies and authenticates a particular person as the source of the electronic consent; and
  - b. indicates such person's approval of the information contained in the electronic consent.
- 5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
  - a. in plain language;
  - b. dated;
  - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
  - d. specific as to the nature of the information the subject is authorizing to be disclosed;
  - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
  - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
  - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under

Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 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, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable

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

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 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 a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against

the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must

inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

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

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any

teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

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

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
  - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
  - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
  - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
  - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.



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

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

## **VIII. DISCLOSURE OF PRIVATE RECORDS**

A. Private Records

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

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be

signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

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

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

## IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties,

such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

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

C. Investigative Data

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

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

proceedings.

D. Chemical Abuse Records

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

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

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

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

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

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

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

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Finance in writing by Oct. 1st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;
2. Home address;

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

## **XII. LIMITS ON REDISCLOSURE**

### **A. Redisclosure**

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

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

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
  - a. The disclosures meet the requirements of Section VI. of this policy; and
  - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

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

C. Classification of Disclosed Data

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

D. Notification

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

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

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:
  - a. the parties who have requested or received personally identifiable information from the education records of the student;
  - b. the legitimate interests these parties had in requesting or obtaining the information; and
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
  - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
  - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
  - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.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 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.

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 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 Minnesota Statutes chapter 14 relating to contested cases.

## **XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or

other data practices problems.

- B. Data practices compliance official means Executive Director of Business Services and Finance Simone Zurich.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

## **XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

### **A. Where to File Complaints**

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

### **B. Content of Complaint**

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

## **XVIII. WAIVER**

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

## **XIX. ANNUAL NOTIFICATION OF RIGHTS**

### **A. Contents of Notice**

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

## XX. DESTRUCTION AND RETENTION OF RECORDS

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

## XXI. COPIES OF POLICY

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.393 (Attorneys)  
Minn. Stat. Ch. 14 (Administrative Procedures Act)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)  
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)  
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)  
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)  
Minn. Stat. Ch. 256L (MinnesotaCare)  
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
Minn. Stat. § 363A.42 (Public Records; Accessibility)  
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)  
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)  
18 U.S.C. § 2331 (Definitions)  
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)

20 U.S.C. § 7908 (Armed Forces Recruiting Information)  
 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)  
 25 U.S.C. § 5304 (Definitions – Tribal Organization)  
 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)  
 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)  
 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)  
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)  
 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)  
 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)  
*Gonzaga University v. Doe*, 536 U.S. 273 309 (2002)  
 Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

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

Replacing: Policy 5060  
 First Reading: 05.16.2023  
 Second Reading:  
 Adopted:

## ~~5060—COLLECTION, MAINTENANCE, DISSEMINATION, AND RETENTION OF STUDENT RECORDS AND INFORMATION~~

~~Schools maintain extensive and intimate information about students and their families for legitimate educational purposes, including instructional, guidance, evaluation, and research. The collection and maintenance of information about students or their families constitutes an intrusion into their privacy. Therefore, efficient administration of student records is a fundamental responsibility of the School District.~~

~~The internet and secure web access have altered the ways that confidential information may be accessed, communicated, and transferred by members of society. Those changes are influencing instruction and student learning. The School Board supports access by students, parents/guardians, teachers, and administrators to informational resources that will improve participation in a child's education and improve communication between students, parents/ guardians, and the students' teachers.~~

~~The Duluth Public Schools manages student information electronically and will make the education records available for viewing only to authorized parents/guardians and students with a secure connection over the internet. All parents/guardians and students will comply with the internet use regulations and all technology regulations/procedures, as well as all other District policies that may apply.~~

~~The purpose of a Records Retention policy is to provide a plan for managing student records by giving continuing authority to dispose of records under Minn. Statute 138.17. The responsible authority for the maintenance and security of student records shall be the Superintendent of Schools.~~

~~Previously, the School District adopted the Student Records section of the School District General Records Retention Schedule as developed and published by the Minnesota Department of Administration (School Board Resolution B-7-99-1913 dated July 20, 1999). The District will comply with all of the minimum standards set out in the Retention Schedule. Although the District reserves the right to retain certain records for a period longer than the State proposes, it will not shorten any retention period to less than what is recommended by the Department of Administration.~~

### ~~**Special Education Records**~~

~~All records of students receiving special education services will be retained for at least seven years following the last date of eligibility for services to the student. The "last date of eligibility for services" means either the student's graduation or the last day on which the student was eligible for services from the District, whichever is later.~~

~~Reference: MN Data Practices Act, Chap 13~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 09-21-2010~~

~~05-17-2005~~

~~06-20-1995~~

~~05-09-1989~~

~~06-10-1986~~

~~05-11-1976~~

~~05-20-2014 ISD-709~~

**I. PURPOSE**

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

**II. GENERAL STATEMENT OF POLICY**

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

**III. STUDENT IMMUNIZATION REQUIREMENTS**

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:
  - 1. a statement from a physician, an advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations (hereinafter "medical statement"), affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or
  - 2. a medical statement affirming that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.
- C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section III.A. or III.B., above, or statement of immunization set forth in Section IV., below, to the superintendent of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.
- D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.



- E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III.A. or III.B., above, or Section IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

#### **IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS**

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a physician's signed statement affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

#### **V. NOTICE OF IMMUNIZATION REQUIREMENTS**

- A. The school district will develop and implement a procedure to:
  - 1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
  - 2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
  - 3. review student health records to determine whether the required information has been provided; and
  - 4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re enrollment.
- B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

#### **VI. IMMUNIZATION RECORDS**

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.

- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

## VII. OTHER

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

**Legal References:** Minn. Stat. § 13.32 (Educational Data)  
 Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)  
 Minn. Stat. § 121A.17 (School Board Responsibilities)  
 Minn. Stat. § 144.29 (Health Records; Children of School Age)  
 Minn. Stat. § 144.3351 (Immunization Data)  
 Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)  
 Minn. Stat. § 144.442 (Testing in Schools)  
 Minn. Rules Parts 4604.0100-4604.1020 (Immunization)  
*McCarthy v. Ozark Sch. Dist.*, 359 F.3d 1029 (8<sup>th</sup> Cir. 2004)  
 Op. Atty. Gen. 169-W (July 23, 1980)  
 Op. Atty. Gen. 169-W (Jan. 17, 1968)

**Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: 06-09-1970 ISD 709

Revised: 09-13-1979

06-10-1986

06-20-1995

03-18-2014 ISD 709

Reviewed:

## **5140 IMMUNIZATION REQUIREMENTS**

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

### **I. PURPOSE**

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

### **II. GENERAL STATEMENT OF POLICY**

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

### **III. STUDENT IMMUNIZATION REQUIREMENTS**

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:
  1. a statement, from a physician or a public clinic which provides immunizations, stating that the student received the immunizations required by law, consistent with medically acceptable standards; or
  2. a statement, from a physician or a public clinic which provides immunizations, stating that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the statement of a physician or public clinic which administers immunizations. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.
- C. The parent or guardian of persons receiving instruction in a homeschool shall submit one of the statements set forth in Section III.A. or III.B., above, or statement of immunization set forth in Section IV., below, to the superintendent of the school district by October 1 of the first year of their homeschooling in Minnesota and the grade 7 year.
- D. When there is evidence of the presence of a communicable disease, or when

required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.

- E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III.A. or III.B., above, or Section IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

#### **IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS**

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a physician's signed statement stating that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

#### **V. NOTICE OF IMMUNIZATION REQUIREMENTS**

- A. The school district will develop and implement a procedure to:
  - 1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
  - 2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
  - 3. review student health records to determine whether the required information has been provided; and
  - 4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

[See Attachments A, B, C, and D.]

- B. The notice provided shall contain written information describing the

exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

## **VI. IMMUNIZATION RECORDS**

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

## **VII. OTHER**

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a homeschool, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

**Legal References:** Minn. Stat. § 13.32 (Educational Data)  
 Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)  
 Minn. Stat. § 121A.17 (School Board Responsibilities)  
 Minn. Stat. § 144.29 (Health Records; Children of School Age)  
 Minn. Stat. § 144.3351 (Immunization Data)  
 Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)  
 Minn. Stat. § 144.442 (Testing in Schools)  
 Minn. Rules Parts 4604.0100-4604.1000 (Immunization)  
*McCarthy v. Ozark Sch. Dist.*, 359 F.3d 1029 (8<sup>th</sup> Cir. 2004)  
 Op. Atty. Gen. 169-W (July 23, 1980)  
 Op. Atty. Gen. 169-W (Jan. 17, 1968)

**Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 530 (Immunization Requirements)

Adopted: 06-09-1970 ISD 709  
 Revised: 09-13-1979  
 06-10-1986  
 06-20-1995  
03-18-2014 ISD 709

## Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Thursday, June 15, 2023

UnitedHealth Group Building

4316 Rice Lake Road

Suite 108

Duluth, MN 55811

4:30 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Action Items - Consent Agenda

1) Presentation Items Requiring Approval

2) Resolutions

a. PSS Renaming Resolution

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b. E-6-23-3965 2022-2023 Resolution of Concurrence and Non-Concurrence

4

3) Other Action Items

a. 2023-2024 Student Handbook

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B. Informational Items

1) Presentations

2) 5-year Financial Outlook Presentation from Baird

74

C. Other

4. **ADJOURN**

**RESOLUTION**  
**Resolution Relating to the Naming of a School Facility**

WHEREAS, Board Policy 810, Name Rights & Naming School Facilities, establishes the criteria and procedures for granting naming rights in relation to School District facilities;

WHEREAS, pursuant to Board Policy 810, the School District may name or re-name a school facility by either passing a formal resolution or entering into a written agreement that addresses the nature of the new name or naming right;

WHEREAS, the School owns a facility currently named the “Public School Stadium,” which is a stadium located at Denfeld High School;

WHEREAS, under Board Policy 810, once a facility is named, that name will remain with the facility unless changed or removed by the School Board;

WHEREAS, the District received a naming rights request with respect to the Public School Stadium;

WHEREAS, in accordance with Board Policy 810, a committee was created to consider and recommend an appropriate name for the Public School Stadium;

WHEREAS, in accordance with Board Policy 810, naming rights may be by consideration – in which a contributor makes a financial contribution, sponsorship, or the provision of equipment, materials, land or services in return for naming rights;

WHEREAS, alternatively, naming rights may be by recognition – in which the naming rights are a recognition of outstanding service to the School District in an academic or administrative capacity, recognition of achievements of distinguished alumni, or recognition of generous financial or other contribution that was not rendered in consideration of granting of naming rights;

WHEREAS, the committee met and considered a number of proposed names for the Public School Stadium, and has recommended renaming by recognition to the “Walt Hunting Stadium - Marv Heikkinen Field”;

WHEREAS, the School Board is the body which ultimately decides whether to remove an existing name and whether a facility shall be renamed.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 709, as follows:

1. The stadium currently named Public School Stadium, located at Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807, is hereby renamed as follows:

Walt Hunting Stadium - Marv Heikkinen Field

2. This name change shall be effective on July 1, 2023, and shall remain in effect unless changed according to Board Policy 810.
3. District staff are directed to take all steps necessary to effectuate this change, including but not limited to purchasing signage for the stadium, which shall be subject to School Board approval to the extent necessary by Minnesota law or District policies for purchases.



**2022/23 RESOLUTION OF CONCURRENCE AND NON-CONCURRENCE**

AIMS	GOALS	REASONS FOR NONCONCURRENCE	PROGRESS	RECOMMENDATIONS	RESPONSE to be developed by the school board (information provided from departments that own the work)
KINDERGARTEN READINESS	Increase the number of American Indian students/families in Early Childhood programs to be prepared and ready for Kindergarten. Increase knowledge of cultural differences/similarities of staff to have a safe beginning place for American Indian Students within DPS.	Lack of American Indian teachers/staff in the Early childhood level to provide ongoing culturally relevant support to families and students. (Approximately 2 known teachers of color.) Lack of culturally relevant curriculum district wide.	Oshki-Inwewin was implemented in the Fall of 2021-22 School year. We currently have 18 American Indian students participating in this program. We have 2 staff who identify as American Indians working within Oshki-Inwewin. All students were top performers on our End of Year Assessments of 4 year olds. Students scored 100% in 4 out of 5 domains, including language and literacy. The fourth domain, approaches to learning, All students scored 90%.	Continue to train all staff on culturally inclusive strategies to ensure Early Childhood programs are providing Ojibwe language and culturally relevant programming. Look at hiring practices and recruitment with Headstart and Human Resources. Integrate culture and language throughout Headstart programs beyond Oshki-Inwewin.	We are expanding seasonal Ojibwe language and cultural practices to all preschool classrooms. We are providing opportunities for culturally relevant family engagement. We have made the Oshki-Inwewin teaching position a TOSA position, so we are able to identify the best fit among applicants. The Preschool equity team has merged with the Education Equity Advisory Committee to de-silo preschool equity conversations and initiatives in our community.
READ WELL BY GRADE THREE	Increase the number of American Indian students to reading at grade level by third grade. Increase culturally appropriate resources/references in the curriculum so our students see themselves in school/curriculum.	American Indian students still continue to score low on reading assessments. 2021-22 data shows that 23.1 % American Indian students are proficient in reading by 3rd grade.	Curriculum Department purchased books for the Misaabekong Ojibwe Immersion program. ELA content specialist selected indigenous-focused books that were tied to Wonders curriculum and distributed them to K-5 teachers. (Note: Some of those books were purchased by the AIE program)	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. We have an Achievement & Integration strategy to provide culturally relevant intervention and curricular materials to students at Myers Wilkins. At our Immersion school through the A&I plan, we have cultural immersion paraprofessionals working within those classrooms to support the academic needs of our immersion program students.
CLOSING THE ACHIEVEMENT GAP	Increase American Indian Student Achievement	American Indian students continue to score low on Math assessments. 2021-22 data shows that 12.9% American Indian students are proficient in Math.	AIE program coordinator will continue working with Elementary and Secondary Content Specialist and the staff development coordinator planning on-going opportunities for Math teachers and interventionists focused on Best Practices for American Indian students.	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. The Curriculum, Instruction, and Assessment team has been actively pursuing a grant to further American Indian students exposure to STEM opportunities.
	Increase American Indian Student Achievement	American Indian students continue to score low on Reading assessments. 2021-22 data shows that 27.5 % American Indian students are proficient in Reading.	ELA specialist worked with the Coordinator of AIE and OEE to identify culturally appropriate books for teachers to utilize. Antibias training was done district-wide. DPS is working on providing classrooms with diverse classroom libraries. The Coordinator of AI Education has been a part of the process to choose books for Misaabekong classrooms.	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. The Office of Education Equity, through an Achievement & Integration strategy, provides culturally relevant intervention and curricular material to students at Myers Wilkins to ensure students, teachers and classrooms have access to culturally relevant learning materials

	Make sure all teachers are aware of, knowledgeable, and teach the American Indian State Standards	Non-inclusive or inappropriate curriculum on American Indians. Not all teachers are teaching (and/or may not be aware of) American Indian State Standards	American Indian-focused State Standards have been shared with Content Specialists. The Coordinator of AI Education has been working with Dale U on getting resources. Focusing on 2 content areas each year. We are continuing with Math and ELA and adding Science.	Continue the work of American Indian-focused State Standards implementation that began in 2018. Bring awareness to teachers through content area meetings on the American Indian-focused state standards and tie resources and training to teachers. Work with the AIHSL in this process, they are a great resource. -Science Content Specialist is working with Memegwesiiqweto create lessons to address American Indian-focused state standards. -Funding has been secured to provide classroom libraries to teachers that include culturally-responsive texts that will include American Indian literature. -The Curriculum Review and Adoption process has been revised to include more purposeful review and adoption of curriculum that is more representative and inclusive of American Indian students.	Continue in the 23-24 school year to embed training and resources around the American Indian-focused state standards into district-wide PLCs and content committee meetings. Science Content Specialist will continue to work with Memegwesiiqweto to ensure that science standards related to American Indian tribes are addressed in curriculum docs with lessons created for teachers. When content committees review curriculum and instructional materials, they will use checklists and rubrics provided in the procedural guide to make sure the curriculum is representative and inclusive of American Indian students.
GRADUATION	Raise Graduation rates for American Indian students	All students reach 85% graduation rate by 2020	American Indian students graduation rates for 201-22 are 45.16% (4 year) and 65.7 % (7 year)	Identify and begin implementation of specific culturally responsive strategies and instruction focusing on meeting the unique educational or cultural needs of American Indian Students. Focus on the culture of the school, if they feel safe and welcome at school they will attend and be more engaged. Provide Check & Connect to ALL AI students.	The district has committed to implementing PBIS district-wide and as a part of that, will be clearly articulating/clarifying the district's supports within each of the tiers. This will include taking an inventory of interventions being delivered, staff delivering them, criteria used for identification, ways progress will be monitored, etc. In addition, early conversations have begun about providing Check & Connect training to existing staff who work with American Indian students. Staff development will continue to identify and implement professional development focused on specific culturally responsive strategies for teachers and additional school staff through districtwide professional development days.
OTHER ITEMS	Increase staff and student knowledge of American Indians original to the area.	Lack of cultural awareness and history of local tribes such as Ojibwe and Dakota. Also lack of understanding of why there is an American Indian Education Department.	Science Standards: 3rd grade is implementing new science standards specifically to AI students. Misaabekong developing a modern classroom. Blair Powless has been working on a historiography and American Indian lessons that have been implemented into East High School last school year. He will continue to work with the other High Schools to implement the lessons. DPS has increased his contract hours and pays for the additional hours.	Provide an American Indian Curriculum Specialist or Instructional Coach.	The Curriculum, Instruction and Assessment team is intentionally working on building relationships with the American Indian Education Department to include diverse perspectives and support for teachers in including MN Standards related to American Indian Tribes.
Resolution E-6-23-3965					June 20, 2023

Duluth Public Schools  
709 Portia Johnson Dr.  
Duluth, MN 55811  
[www.isd709.org](http://www.isd709.org)

**student**

# HANDBOOK

**2023-2024**

**Duluth**  
**Public Schools**



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# Strategic Plan

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Duluth Public Schools worked on a comprehensive strategic planning process from April 2022 through May 2023. The overall process and strategic plan were with input from Duluth Public Schools students, staff, families and community members focused on future system-wide enhancement to improve outcomes for students. The planning has resulted in a 3-year operational plan, a progress monitoring schedule and a 3-year school board plan. In this document you will find our mission, vision, core values, desired daily experiences and strategic directions.

## MISSION

Every student, every day will be empowered with learning opportunities for growth, creativity and curiosity, in preparation for their future in a global community.

## VISION

Duluth Public Schools provides an academically engaging, safe and inclusive environment with high expectations and responsible use of resources.

## CORE VALUES



**Learning:** Developing a love of learning through life-long inquiry.



**Excellence:** Having high standards for all through accountability, integrity and authenticity.



**Equity:** Creating conditions of justice, fairness and inclusion so all students have access to the opportunities to learn and develop to their fullest potential.



**Collaboration:** Working in partnership with staff, families, students and community.



**Belonging:** Providing a welcoming and accessible environment where everyone feels safe, seen and heard.

## STRATEGIC DIRECTIONS

### Supporting Every Student:

Duluth Public Schools staff will work in collaboration to determine all students' learning, behavioral, and social-emotional strengths and challenges. We will utilize a multi-tiered system of supports to improve instructional practices to best meet the needs of every learner. Strategies will be implemented to create positive and safe learning environments. Students will be provided additional support to grow and improve through intervention and enrichment.

### Advancing Equity:

Duluth Public Schools will be a place where everyone feels a sense of belonging and accomplishment. We are committed to strengthening relationships and building trust with all communities. We are dedicated to advancing an Education Equity Framework implementation and accountability plan to increase our ability to think, behave, work, and lead with an equity mindset. As part of the plan, all staff will receive on-going diversity, equity, and inclusion training.

### Improving Systems:

Duluth Public Schools engages in continuous improvement to support services, processes, and resource allocation. Our continued focus on recruiting and retaining highly effective, dedicated, and diverse staff will ensure our ability to educate, support and inspire our students to reach their full potential. We will ensure clean, safe and appropriate learning environments. We are committed to a budget that meets the educational needs of our students through improved financial forecasting to better align our resources with our district priorities.

# Message from the Superintendent

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Dear families and students,

It is an honor and a pleasure to welcome you as we begin a new school year!

As we embark on another year of learning, our staff is committed to creating a safe, equitable, inclusive, and welcoming educational environment for all students.

We will use our newly approved Strategic Plan to steer us forward in the right direction as we navigate this year. In doing so, the daily desired experiences of students, staff and families will be one of our greatest decision-making tools.

We understand that the start of a new school year can be an adjustment for both students and families. To ensure success, we encourage you to get involved in your child's education and in our school community.

Please consider the many ways to volunteer and support our school, from attending parent-teacher conferences to joining our PTA or volunteering in the classroom.

We look forward to a successful and rewarding school year together. Thank you for entrusting your child's education to us.

Sincerely,

*John Magas*

John Magas Superintendent of School



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## Message from the Assistant Superintendent

Dear families and students,

As we embark on a new school year, I want to extend a warm welcome to all of our students, families, and staff.

At our school, we believe that every student should feel seen, heard, and valued for who they are. We recognize that our students come from diverse backgrounds and have unique experiences, beliefs, and identities. We also acknowledge that systemic barriers and discrimination continue to impact marginalized communities, and we are committed to addressing these issues.

We are also committed to ongoing dialogue and feedback from our students, families, and community members. We encourage you to share your thoughts, concerns, and suggestions with us so that we can continue to improve and grow.

At our school, we are committed to promoting diversity, equity, and inclusion in everything we do. We believe that by working together with families, we can create a school community that is truly inclusive and supportive of all students.

Thank you for your support and partnership in this important work.

*Anthony Bonds*

Anthony Bonds  
Assistant Superintendent of Teaching, Learning & Equity



# District Information

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## PHILOSOPHY OF LEARNING

Duluth Public Schools strives to create a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe it is important to develop the unique potential of each student by providing quality, challenging, engaging, and differentiated instructional opportunities in order to establish a foundation for lifelong success that result in positive contributions to our community and wider society. We believe that each student, staff member, parent/guardian, and community member add value to our school community and that engagement and collaboration with all stakeholders is of utmost importance in our student's education and success. We work to ensure that we are empowering students to be leaders, problem-solvers, and innovators throughout their education. We continue to make it a priority that we are delivering flexible and culturally responsive instruction so that each student receives an education that aligns with best practice, current research, and state/national standards.

## OUR BELIEFS ABOUT AND COMMITMENTS TO EQUITY

Educational equity is the condition of justice, fairness and inclusion in our systems of education so that all students have access to the opportunities to learn and develop to their fullest potentials. The pursuit of educational equity recognizes the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, genders, sexual orientations, incomes, and other social conditions. Creating greater equitable outcomes depends upon having inclusive policies and equitable practices that represent all students and staff and provide each student and staff increased access to allow for meaningful participation in high-quality learning and working experiences where each student and staff realizes positive outcomes. We recognize the importance of continuous ongoing work to address racism, sexism, bias, and equity in district policies and practices. This is challenging work that must be of the highest priority in order for our district to achieve its vision for all.

## DULUTH SCHOOL BOARD MEMBERS

Visit [www.isd709.org/about-us/school-board](http://www.isd709.org/about-us/school-board) to access agendas and minutes as well as the Duluth School Board schedule. All School Board meetings are live streamed on the district's YouTube channel. The board can be reached at [schoolboard@isd709.org](mailto:schoolboard@isd709.org). Feel free to call 218-336-8752 or email [patricia.paquette@isd709.org](mailto:patricia.paquette@isd709.org) if you have any questions.

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## COMMUNICATION WITH FAMILIES

These relationships enhance a meaningful learning environment for our children and provide a stronger community for all of us.

Principals and the district communicate to families through multiple avenues. Those include, but not limited to:

- Infinite Campus Parent Portal
- Phone Calls
- Text Messages
- Emails
- Mailings
- Newsletters
- Social Media
- Websites
- Community Conversations

Stay up to date with the following resources:

The district website offers a wealth of resources about the schools, including news, class and department information, student support services, athletic events, career center updates, academic events and more.

<b>District</b> <ul style="list-style-type: none"><li>• isd709.org</li></ul>	<b>Elementary Schools</b> <ul style="list-style-type: none"><li>• congdon.isd709.org</li><li>• homecroft.isd709.org</li><li>• lakewood.isd709.org</li><li>• lauramacarthur.isd709.org</li><li>• lesterpark.isd709.org</li><li>• myerswilkins.isd709.org</li><li>• lowell.isd709.org</li><li>• piedmont.isd709.org</li><li>• stowe.isd709.org</li></ul>	<b>Secondary Schools</b> <ul style="list-style-type: none"><li>• aeo.isd709.org</li><li>• denfeld.isd709.org</li><li>• dulutheast.isd709.org</li><li>• lincolnpark.isd709.org</li><li>• ordeaneast.isd709.org</li></ul>	<b>District News</b> <ul style="list-style-type: none"><li>• Facebook: facebook.com/duluthpublicschools</li><li>• Instagram: @duluthpublicschools</li><li>• Twitter: @Duluth_Schools</li><li>• Calendar: isd709.org/calendar</li><li>• News: isd709.org/about-us/district-news</li></ul>
<b>Programs</b> <ul style="list-style-type: none"><li>• alc.isd709.org</li><li>• dae.isd709.org</li></ul>			

# Administrative Team

NAME	TITLE	EMAIL
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continued on next page . . .

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# PART I – INFORMATION

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## Arrival and Dismissal Hours

An elementary student instructional day is from 7:45-2:15. In general student arrival will begin 15 minutes prior and bus departure begins within 10 minutes following the instructional day.

The middle school instructional day is from 8:45-3:15. The entry bell rings at 8:30 AM and bus departure is within 10 minutes following the instructional day. Any school sponsored after school activities run from 3:20-4:05 on identified days. An after school activity bus is provided and departs at 4:15.

The high school regular instructional day is from 9:00-3:24. If a student is enrolled in a Zero hour at one of the high schools, the day begins at 8:07AM. Transportation is not provided for Zero hour and is outside of the regular instructional day.

Please see your student's school website for specific details on the school day, arrival and dismissal procedures and after school activities.

Individual building hours are determined by event and staffing capabilities.

## Calendar

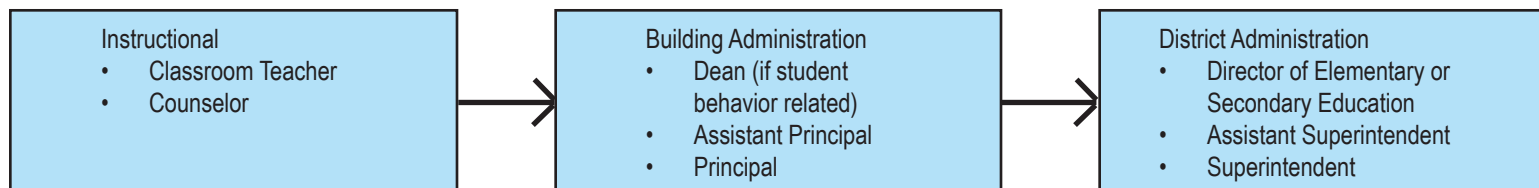
The school calendar is adopted annually by the school board. A copy of the school calendar can be found in the Appendix and on the school district's website at [www.isd709.org/calendar](http://www.isd709.org/calendar).

## Class Assignments

Class assignments will be communicated through the Back to School information that is sent from your student's school mid to late August. Parents can access teacher placement information in the parent portal of Infinite Campus: [duluthmn.infinitecampus.org/campus/portal/duluth.jsp](http://duluthmn.infinitecampus.org/campus/portal/duluth.jsp)

## Complaints

Students, parents/guardians, employees, or other persons may report concerns or complaints to the school district. Complaints may be either written or oral. People are encouraged, but not required, to file a written complaint at the building level where appropriate. The appropriate administrator will respond in writing to the complaining party regarding the school district's response to the complaint. An example flow chart to have concerns addressed would be as follows:



## E-Learning Plan

### *What is an e-learning day?*

- Refers to an instructional school day that takes place when students are physically not at the school due to inclement weather situations.
- Instruction and communication happens online for some students while others may have assignments and resources sent home with them.
- Teachers are available to provide assistance to students and parents via email and/or phone via voicemail.
- Up to 5 e-learning days may be used for weather related school cancellations.

### *What are the goals of e-learning days?*

- Provide flexible delivery of instruction to minimize the disruption to education caused by any unexpected weather related school closings.
- Gives 6-12th grade students the opportunity to practice the kind of online learning that is increasingly part of college and the workplace.
- Enables students to apply becoming increasingly responsible for their learning.

### *How will the district notify families?*

Families must be notified of the plan at the beginning of the school year and prior to an e-learning day occurring. Some ways this information may be communicated are:

- Student Handbooks

- District website
- Conferences
- Open House

In addition, there will be an automated message delivered to parents via phone and/or email soon after it is determined that the district will be moving to e-learning due to inclement weather. The recorded message will state whether or not e-learning will be executed on that day. Messages will also be communicated to local news and reporting outlets to share with the schools' communities.

#### ***How does an e-learning day work?***

- Preschool students will have work assigned by their teachers, which will be age appropriate with instruction and resources sent home.
- K-5th grade students will have grade appropriate Choice Boards assigned by their teachers.
- 6-12th grade students will have a combination of work assigned for all classes scheduled for that day in either digital or hard copy formats depending on the requirements of each teacher and the status of a student's Internet access.
- Students with special circumstances and needs such as those on IEPs will be addressed by their case managers in conjunction with their classroom teacher(s).
- Teachers will be available by email and/or phone via voicemail for students and families from 9:15AM-2:15PM.
- Due dates for work completed on an e-learning day will be determined by each classroom teacher as the nature of assignments will vary.

#### ***What happens if a family chooses not to participate on an e-learning day?***

A family that chooses to not participate on an e-learning day will have their child marked as an excused absence for that day.

#### ***Internet Access***

Parents and students in 6-12th grades MUST inform teachers if there is no Internet access or limited Internet access at home so required modifications to assignments can be planned prior to an e-learning day.

#### ***Administrators are responsible for:***

- Being available by phone via voicemail and/or email.
- Actively interacting and supporting teachers and parents as needed.
- Ensuring E-Learning Day Plan is posted online and communicated through newsletters.
- Monitoring teacher attendance and compliance with the E-Learning Day Plan.

#### ***Teachers are responsible for:***

- Familiarizing students with their delivery method, type of assignments, and expectations of instruction prior to an e-learning day.
- Collaborating to make sure workload is appropriate and addresses each student's needs. Homeroom, specialists, intervention, special education, and content specific teachers will all contribute to a child's instruction on an e-learning day as appropriate.
- Including elements of instruction to address the requirements of interventions, IEPs for special education students and the needs of students with 504 accommodations if applicable.
  - This should be coordinated with case managers, academic support teachers, and certified support staff (Title I, EL, intervention teachers, dean of students, social workers, counselors, school nurse).
- Being available by phone via voicemail and/or email for student and parent communication from 9:15AM to 2:15PM.
- **Grades PreK-5:**
  - Ensuring parents are informed of Choice Board use on e-learning days and that Choice Boards are uploaded on the appropriate student communication tool prior to the first e-learning day.
- **Grades 6-12:**
  - Posting assigned work in Canvas by 9:15 AM on an e-learning day, if it has not already been assigned.
  - Sharing office hours on the Canvas class page.
  - Ensuring instruction and assignments are meaningful, monitored, and important to students.
    - Must include some type of instruction; cannot be a catch-up work day
    - However, review lessons & activities are okay
    - Lessons/activities should take most students no more than 20 minutes to complete
    - Students on 504s and IEPs will follow same accommodations with e-learning activities as they would if in the classroom
  - Being aware of each 6-12th grade student's access to adequate Internet service at home.
    - With prior communication, any student without Internet access at home should receive an alternative delivery method for instruction such as paper/pen versions of digital content with any hard copy textbooks if necessary for support to complete work.
    - Teachers can also have students download content prior to leaving the day prior to an anticipated e-learning day.

#### ***Parents are responsible for:***

- Verifying student attendance according to the expectations of the teacher(s).
- Seeking clarification from teachers regarding expectations on an e-learning day.
- Informing teachers if there is not adequate Internet at home for students in grades
- 6th-12th as assignments may need access. Teachers can provide alternatives to digital content as well as other accommodations if necessary.
- Supporting your child at home on an e-learning day. If your child struggles with a concept or assignment and is unable to complete work, please

encourage your child to communicate with the teacher, who should then follow up when returning to school.

#### **Students are responsible for:**

- Completing and submitting work as assigned by the teacher(s).
- Accounting for their attendance according to the requirements of their grade and/or teacher(s).
- Communicating with their teacher about lack of Internet access at home for students in grades 6th-12th.

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#### **Addition information for e-learning:**

- If there are no weather related school cancellations, no part of this plan will be executed.

### **Eighteen-Year-Old Students**

The age of majority for most purposes in Minnesota is 18 years of age. All students, regardless of age, are governed by the rules for students provided in school district policy and this handbook.

Employee Directory

To contact a member of Duluth Public Schools, please use the online directory found on the district website: [www.isd709.org/faculty-staff-directory](http://www.isd709.org/faculty-staff-directory).

### **Employment Background Checks**

The school district will seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also will seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

### **Equal Access to School Facilities**

The school district has created a limited open forum for secondary students to conduct non curriculum-related meetings during non instructional time. The school district will not discriminate against or deny equal access or a fair opportunity on the basis of the religious, political, philosophical, or other content of the speech at such meetings. These limited open forum meetings will be voluntary and student initiated; will not be sponsored by school employees or agents; employees or agents of the school will be present at religious meetings only in a non participatory capacity; the meetings will not interfere with the orderly conduct of educational activities within the school; and nonschool persons will not direct, control, or regularly attend activities of student groups. All meetings under this provision must follow the procedures established by the school district.

### **Fees**

Materials that are part of the basic educational program are provided with state, federal, and local funds at no charge to a student. Students are expected to provide their own pencils, pens, paper, erasers, notebooks, and other personal items. If families are unable to provide the necessary supplies please reach out to your school for assistance.

Students may be required to pay certain other fees or deposits, including (not an inclusive list):

- Admission fees or charges for extracurricular activities, where attendance is optional and where the admission fees or charges a student must pay to attend or participate in an extracurricular activity are the same for all students, regardless of whether the student is enrolled in a public or a home school.
- Cost for materials for a class project that exceeds minimum requirements and is kept by the student.
- Security deposits for the return of materials, supplies, or equipment.
- Personal physical education and athletic equipment and apparel.
- Items of personal use or products that a student has an option to purchase such as student publications, class rings, annuals, and graduation announcements.
- Field trips considered supplementary to the district's educational program.
- Admission fees or costs to attend or participate in optional extracurricular activities and programs.
- Voluntarily purchased student health and accident insurance.
- Use of musical instruments owned or rented by the school district.
- A school district-sponsored driver or motorcycle education training course.
- Transportation to and from school for students living within two miles of school.
- Transportation of students to and from optional extracurricular activities or post-secondary instruction conducted at locations other than school.

Students will be charged for textbooks, workbooks, and library books that are lost or destroyed. The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information, contact the building principal.

## **Food in the Classrooms**

As stated in District Policy 533 Wellness:

Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus. Caution will be exercised when offering foods that may cause allergic reactions or adversely impact students with health conditions, including those foods provided through:

- Celebrations and parties. A celebration or party is a special and enjoyable occasion (birthdays, holidays, etc.). The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.
- Classroom snacks to be distributed to the class. A snack is food eaten between meals to supplement the nutritional needs of students intended to make a positive contribution to the child's health and diet. The school district will provide to parents, families and staff a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
- Please contact your child's teacher or building administrator for guidance on bringing food or treats to the classroom.

## **Fundraising**

All fundraising activities conducted by student groups and organizations and/or parent groups must be approved in advance by the school board. School District regulation 511R details the procedure for garnering approval through Business Services. Participation in non approved fundraising activities is a violation of school district policy. Solicitations of students or employees by students for nonschool-related activities will not be allowed during the school day.

## **Gifts to Employees**

Employees are not allowed to solicit gifts and are discouraged from accepting or receiving gifts from a student, parent, or other individual or organization of greater than nominal value. Parents/guardians and students are encouraged to write letters and notes of appreciation or to give small tokens of gratitude.

## **Graduation Ceremony**

Student participation in the graduation ceremony is a privilege, not a right. Students who have completed the requirements for graduation are allowed to participate in graduation exercises, unless participation is denied for appropriate reasons, which may include discipline. Graduation exercises are under the control and direction of the building principal(s). Each high school will communicate the guidelines for graduation ceremonies with seniors and families.

American Indian students are welcomed to wear American Indian regalia, Tribal regalia, or objects of cultural significance to graduation ceremonies.

## **Holiday Celebrations and Parties**

School administrators and teachers will show sensitivity to students and families with varied cultural and religious beliefs. At times, schools and classrooms may plan events and activities to celebrate heritage months and holidays. Please contact your child's teachers for procedures in excusing students from these celebrations.

## **Interviews of Students by Outside Agencies**

Students may not be interviewed during the school day by persons other than a student's parents/guardians or school district officials, employees, and/or agents, except as provided by law and/or school policy.

## **Library and Media Center**

The library/media center is open during regular instructional hours. Students may use the library/media center during the school day and before and after school only when a supervisor is present.

## **Lunch**

Lunch is to be eaten in designated areas only. Lunch times vary by classroom and/or grade level. Students will be notified of their assigned lunchtime on the first day of school. Breakfast and Lunch meals, (Students must take the whole meal ) will be provided for free to all students, regardless of economic status. Students may be able to purchase a second lunch or a la carte items, if available, with their positive balance meal account. Students may bring a prepared lunch from home and milk will be available for purchase to supplement lunches brought from home.

Details on negative account balances can be found in Appendix K. Any parent wishing to get a refund from a meal account or transfer it to another student, should



contact Child Nutrition at [childnutrition@isd709.org](mailto:childnutrition@isd709.org).

Off-campus lunch is determined by school.

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## **Messages to Students**

Personal cell phone use during the instructional day is discouraged and often prohibited. Students should leave their cell phones off (including smart watches and blu tooth earbuds) and in their lockers or at home during the school day. We ask families to help by reinforcing this message at home. Our buildings have landline phones in every class and office space so that an urgent message can be delivered to a student during the day. Please contact the school for further directions for contacting your child.

## **Nondiscrimination**

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age in its programs and activities. The school board has designated Assistant Superintendent Anthony Bonds, 709 Portia Johnson Drive, Duluth MN 55811, 218-336-8739 as the district's human rights officer to handle inquiries regarding nondiscrimination.

## **Notice of Violent Behavior by Students**

The school district will give notice to teachers and other appropriate school district staff before students with a history of violent behavior are placed in their classrooms. Prior to giving this notice, district officials will inform the student's parent or guardian that the notice will be given. The student's parents/guardians have the right to review and challenge their child's records, including the data documenting the history of violent behavior.

## **Parent and Teacher Conferences**

Parent and teacher conferences will be held twice per year. Conference dates are set by individual buildings. For more information, contact the site clerical.

## **Parent Volunteers**

Parents/guardians are welcome in the schools and are encouraged to volunteer in their children's classrooms. To volunteer in the school building or classroom, parents/guardians should contact the building principal. Parents/guardians who visit the school should sign in at the main school office before entering a classroom. The use of volunteers is at the discretion of each building's professional staff. Parent volunteers will be asked to complete a background check and will be notified once they are received and reviewed. For more information, contact the building principal.

## **Pledge of Allegiance**

Students will recite the Pledge of Allegiance to the flag of the United States of America once a week. Any person who does not wish to participate in reciting the Pledge of Allegiance for any personal reason may elect not to do so. Students must respect another person's right to make that choice. Students will also receive instruction in the proper etiquette toward, correct display of, and respect for the flag.

## **Schedule**

A schedule is needed to ensure smooth operation of the school. The daily school schedule is often building specific and within the building principal's authority to determine. Please see your school counselor or building principal for information on daily class schedules and schedule adjustments.

## **School Activities**

The school district provides opportunities for students to pursue special interests that contribute to their physical, mental, and emotional health. Formal instruction is the school district's priority.

Students who participate in school-sponsored activities are expected to responsibly represent the school and community. All rules pertaining to student conduct and student discipline apply to school activities.

All spectators at school-sponsored activities are expected to behave appropriately. Students and employees may be subject to discipline. Parents/guardians and other spectators may be subject to sanctions for inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

The Duluth School District is a member of the Minnesota State High School League (MSHSL). Students who participate in MSHSL activities must abide by the



MSHSL rules. The district will enforce all MSHSL rules during the school year and in the summer as applicable.

Employees who conduct MSHSL activities will cover applicable rules, penalties, and opportunities with students and parents/guardians prior to the start of an activity. For more information about the MSHSL rules and student eligibility requirements, contact your school Activity Director or refer to [www.mshsl.org](http://www.mshsl.org).

## **School Closing Procedures**

School may be canceled when the superintendent believes severe weather or other circumstances threaten the safety of students and employees. The decision to close or delay the start of school due to severe weather is made prior to 5 a.m. All families will receive a call, text and/or email through our Infinite Campus Emergency messaging system if school is closed or delayed. If possible, a decision will be made the night before so families, especially those with elementary age students, have enough time to make alternative plans for their children in the event of weather-related school closings. Please visit [www.isd709.org/weather](http://www.isd709.org/weather) for more information.

## **Searches**

In the interest of student safety and to ensure that schools are drug free, district authorities may conduct searches. Students violate school policy when they carry contraband on their person or in their personal possessions or store contraband in desks, lockers, or vehicles parked on school property. "Contraband" means any unauthorized item, the possession of which is prohibited by school district policy and/or law. If a search yields contraband, school officials will seize the item(s) and, when appropriate, give the item(s) to legal officials for ultimate disposition. Students found to be in violation of this policy are subject to discipline in accordance with the school district's "Student Discipline" policy, which may include suspension, exclusion, expulsion, and, when appropriate, the student may be referred to legal officials.

## **Lockers and Personal Possessions Within a Locker**

Under Minnesota law, school lockers are school district property. At no time does the school district relinquish its exclusive control of lockers provided for students' convenience. School officials may inspect the interior of lockers for any reason at any time, without notice, without student consent, and without a search warrant.

Students' personal possessions within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials will provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

## **Desks**

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

## **Personal Possessions and Student's Person**

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

## **Vehicles on Campus**

### **Patrols and Inspections**

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

### **Search of the Interior of a Student's Motor Vehicle**

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

## **Student Publications and Materials**

The school district's policy is to protect students' free speech rights while, at the same time, preserving the district's obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building principal and/or sponsor. Non-school-sponsored publications may not be distributed without prior approval.

## **Distribution of Non-school-Sponsored Materials on School Premises**

The school district recognizes that students and employees have the right to express themselves on school property. This protection includes distributing non-school-sponsored material, subject to school district regulations and procedures, at a reasonable time and place and in a reasonable manner. For detailed information, see the complete “Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees” policy (Appendix B).

## **School-Sponsored Student Publications**

The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies. Students producing official school publications and participating in school activities will be under the supervision of a faculty advisor and the school principal. “Official school publications” means school newspapers, yearbooks, or material produced in communications, journalism, or other writing classes as part of the curriculum. Expression in an official school publication or school-sponsored activity is prohibited when the material:

- Is obscene to minors;
- Is libelous or slanderous;
- Advertises or promotes any product or service not permitted for minors by law;
- Encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;
- Expresses or advocates sexual, racial, or religious harassment or violence or prejudice;
- Is distributed or displayed in violation of time, place, and manner regulations.

Expression in an official school publication or school-sponsored activity is subject to school district editorial control over the style and content when the school district’s actions are reasonably related to legitimate pedagogical concerns. Official school publications may be distributed at reasonable times and locations.

## **Student Records**

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an “eligible” student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more information on the rights of parents/guardians and eligible students regarding student records, see “Student Records” (Appendix C). A complete copy of the school district’s “Protection and Privacy of Pupil Records” policy may be obtained at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

## **Student Surveys**

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. For complete information on the rights of parents/guardians and eligible students about conducting surveys, collection and use of information for marketing purposes, and certain physical examinations, see “Student Surveys” (Appendix D). A complete copy of the school district’s “Student Surveys” policy may be obtained at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

## **Transportation of Public School Students**

The school district will provide transportation, at the expense of the school district, for all resident students who live one mile or more from the school. Transportation will be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break, except in certain circumstances. The school district will not provide transportation for students whose transportation privileges have been revoked or have been voluntarily surrendered by the students’ parent or guardian. See additional discipline procedures in the Code of Conduct section.

## **Extracurricular Transportation**

The school district may provide transportation for students to and from extracurricular activities. To the extent the school district provides extracurricular transportation, the district may charge a fee for transportation of students to and from extracurricular activities and optional field trips at locations other than school.

## **Video and Audio Recording**

### **School Buses**

All school buses used by the school district may be equipped for the placement and operation of a video camera. The school district will post a notice in a conspicuous location informing students that their conversations or actions may be recorded. The school district may use a video recording of the actions of student passengers as evidence in any disciplinary action arising from the students’ misconduct on the bus.

### **Places Other Than Buses**

# PART II — ACADEMICS

## Alternative Educational Opportunities

Some students may be at risk of not continuing or completing their educational programs. The school district provides alternative learning options for students at risk of not succeeding in school. Alternative educational opportunities may include special tutoring, diversified curriculum and instruction, instruction through electronic media, special education services, homebound instruction, and enrollment in an alternative learning center, among others. A list of the alternative learning options is available on the district's website at [www.isd709.org/academics/special-education](http://www.isd709.org/academics/special-education) and/or [alc.isd709.org](http://alc.isd709.org). Students and parents/guardians with questions about these programs should contact the Special Services or ALC.

## Homework

Homework assignments are made by the teachers. The amount of homework varies by teacher and subject area. The school district asks parents/guardians to encourage their child(ren) to complete homework thoroughly and promptly.

## Cheating and Plagiarism

Cheating and plagiarism are prohibited. Students who cheat or commit plagiarism on any test or assignment will be given a failing grade for that test or assignment and will be disciplined in accordance with the school district's "Student Discipline" policy (Appendix E).

## Dropping Classes or Removing a Student from Class

- Semester Courses (such as Health, Physical Education, Psychology)
  - » Students will have ten school days after the start of the first grade period to drop without penalty.
- Sequential / Yearlong Semester Courses (such as English, Geometry, American History)
  - » 1st and 2nd Semester: Students will have ten school days after the start of the first grade period to drop without penalty.

Students who drop a class after the deadline above will have a transcript with a record of their credit(s) attempted and credits earned. The student will receive no credit and will receive a grade of "I". The grade point average will be permanently affected since this would be a credit attempt, but no credit earned.

Any student removed from a class due to excessive truancies or absences will receive no credit and a permanent "I" grade. The grade point average will be permanently affected since this would be credit attempted, but no credit earned.

## Extended School Year Opportunities

The school district provides extended school year opportunities to a student who is the subject of an Individualized Education Program (IEP) if the student's IEP team determines the services are necessary during a break in instruction in order to provide a free and appropriate public education. For more information on extended school year opportunities for students with an IEP, contact the student's case manager.

## Field Trips

Field trips may be offered to supplement student learning in which students voluntarily participate and, if so, students who participate may be charged. Students will not be required to pay for instructional trips that take place during the school day, relate directly to a course of study, and require student participation.

## Grades

### Elementary Report Card

Duluth Public Schools implements a standards based report card for elementary students. Report cards are issued once each semester. Family Report Card Guides and as well as activities that can be done at home to support learning are available for grades K-5 at your child's school or online at [www.isd709.org/](http://www.isd709.org/)

academics/grading-and-reporting/elementary-report-card. The report cards are designed to report on each child's performance in relation to specific criteria. The goals of standards based report cards include the ability to:

- Reflect academic achievement
- Provide meaningful feedback
- Be honest, fair, transparent, credible, useful, and user friendly
- Be aligned with the Duluth Public Schools curriculum
- Reflect consistency among courses, grade levels, departments, and schools
- Separate non-academic factors like participation or effort

The following numbers and descriptors are used to report progress:

4 — Mastering

The student exhibits knowledge and understanding of the concepts, skills, and processes the standard requires and can readily apply this knowledge in a variety of settings.

3 — Meeting

The student has a thorough knowledge, understanding, and application of the concepts, skills, and processes the standard requires. A score of three meets grade level expectations.

2 — Developing

The student is gaining understanding of the concepts, skills, and processes the standard requires, but has not been able to consistently demonstrate the learning.

1 — Beginning

The student is just starting to understand the concepts, skills, and processes the standard requires and needs consistent support.

**Middle School Report Card**

Students in grades 6-8 receive letter grades to report academic progress. Report cards for grades 6-8 are issued four times per year. You may access your student's grades by going to: <https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp>.

- A full schedule (100 % enrolled) is 6 classes with What I Need (WIN) Advisory, per semester.
- WIN/Advisory participation is a mandatory part of every student's schedule. It is an abbreviated class and may not be replaced by an online learning class.
- OEMS & LPMS physical education & music classes are considered ½ semester classes since they meet every other day.

**High School Report Card**

Students in grades 9-12 receive letter grades to report academic progress in the following manner, exceptions may be given for Honors, AP, or CITS classes.

- Report cards for grades 9-12 are issued four times per year.
- Credit is awarded at the semester level.
- Final semester grades are calculated as follows: quarter A grade (43%) plus quarter B grade (43%) plus final exam (14%) = Final Semester Grade.
- A student's Grade Point Average (GPA) is calculated using whole grades, meaning plus and minus do not impact GPA.
- A full schedule is 6 credit bearing courses with a mandatory What I Need (WIN) Advisory.
- A student may participate in 50% online learning courses and still be considered enrolled in their resident district.
- You may access your student's grades by going to: <https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp>.

Families can monitor current scores through the Canvas learning management system. Students who participate in advanced coursework such as Honors, AP, PSEO, CITS, or other rigorous opportunities may have different grading guidelines as a result of the course requirements. For specifics, please refer to the course syllabus or cooperating postsecondary institution for details.

There are a few exceptions in high school concurrent and dual enrollment classes where letter grades may be required and high schools must work with their post-secondary partners on completion requirements. Please refer to your school for more information.

**Middle School and High School Grades**

The following percentages are used for both middle and high school grading:

A	(90-100%) Excellent
B	(80-89%) Very Good
C	(70-79%) Satisfactory
D	(60-69%) Passed
F	(Below 60%) Fail

## Graduation Requirements

Students must meet all course credit requirements and graduation standards, as established by the state and the school board, in order to graduate from Duluth Public Schools. Graduating high school students need 21.5 in 2024 and 22.5 in 2025 and beyond. Specific requirements are listed below, with a complete listing of requirements to be found at [www.isd709.org/academics/course-offerings](http://www.isd709.org/academics/course-offerings).

MINIMUM GRADUATION REQUIREMENTS							
Class of 2024: minimum credits needed to graduate - 21.5							
Class of 2025 and beyond: minimum credits needed to graduate - 22.5							
English Language Arts 4.0 credits	Social Studies 3.5 credits	Math 3.0 credits	Science 3.0 credits	Arts 1.0 credit	Health .5 credits	Physical Education .5 credits	Elective Class of 2024: 6.0 credits Class of 2025 & beyond: 7.0 credits

In Minnesota, students are required to complete two kinds of requirements by the time they graduate. Students must:

- Satisfactorily complete all state academic standards or local academic standards where state standards do not apply.
- Satisfactorily complete the state course credit requirements under Minnesota Statutes, section 120B.024.

Students with an individualized education program, Section 504 accommodation plan, or limited English proficiency needs may be eligible for testing accommodations, modifications, and/or exemption. For additional information, see the counselor or principal at your child's school.

## Early Graduation

Students may be considered for early graduation after meeting the conditions provided in school district policy.

## Graduation Procedures

- Duluth Public Schools students attending AEO or ALC may request to walk through the graduation ceremony where they previously attended prior to enrolling in AEO or ALC
- AEO and ALC staff will request information from their students regarding where the students plan to walk at the end of Semester 1
- ALC principal will provide the names of students at the start of Semester 2 to East or Denfeld in order to order graduation materials for students
- Final grades for AEO and ALC students must be to Denfeld and East by 8:00am Monday the week of graduation
- Students will receive a diploma from the school they attend at least 50% the last semester of 12th grade year

## Postsecondary Enrollment Options (PSEO)

Postsecondary Enrollment Options (PSEO) is a program that allows 10th-, 11th- and 12th-grade students to earn both high school and college credit while still in high school, through enrollment in and successful completion of college nonsectarian courses at eligible participating postsecondary institutions. Most PSEO courses are offered on the campus of the postsecondary institution; some courses are offered online. Each participating college or university sets its own admissions requirements for enrollment into the PSEO courses. Eleventh and 12th-grade students may take PSEO courses on a full- or part-time basis; 10th graders are eligible to enroll in PSEO on a more limited basis (see note below). Students must meet the PSEO residency and eligibility requirements and abide by participation limits specified in Minnesota Statutes, section 124D.09. If a school district determines a pupil is not on track to graduate, she/he may continue to participate in PSEO on a term by term basis. Information about PSEO and more information can be found at [education.mn.gov/MDE/dse/ccs/pseo](http://education.mn.gov/MDE/dse/ccs/pseo).

## Promotion and Retention

All students are expected to achieve an acceptable level of proficiency. Students who achieve at an acceptable level will be promoted to the next grade level at the completion of the school year. Retention of a student may be considered when professional staff and parents/guardians feel that it is in the best interest of the student. The superintendent's decision will be final. The district has a variety of services to help students succeed in school. For more information, contact the school principal.

## Multi-Tiered System of Supports (MTSS)

Duluth Public Schools implements a Multi-Tiered System of Supports to ensure needs of all learners are addressed. Every school has a team of staff dedicated to supporting student success. There are academic, social, emotional, and behavioral supports available at each school. Contact your child's teacher or principal for more information.

## Summer School

The school district may provide summer school learning opportunities through the Duluth Area Learning Center. There are two options for summer school: seat-based summer school or credit recover through online classes. For more information about summer school, contact your counselor.

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## E-Squared

As part of the district's MTSS (Multiple Tiered Systems of Support) initiative to accelerate the performance of all students, we offer supplemental services in conjunction with other interventions and extensions for 3rd-5th grade students throughout the district. We use universal screeners to identify the highest 10% of grades 3-5 at each elementary site in math and ELA (English Language Arts). We then provide at least 10 hours per qualified subject area of intervention courses. These subject specific units offer project-based learning opportunities that focus on extending the grade- level standards and allow students the opportunity to collaborate, communicate and think critically with a small cohort of high achieving peers. All students have the opportunity to qualify for either or both math and ELA services.

## English Language Learner Program

The English Language Learner (ELL) Program serves students who:

1. First spoke a language other than English, come from homes where a language other than English is usually spoken, or do not use English as a primary language
- AND -
2. Lack the necessary English skills to fully participate in classes taught in English

If you think your child requires ELL services, please contact your student's building principal. Immersion Language Programs  
Duluth Public Schools is providing high quality language instruction in two different elementary immersion programs. Families interested in enrolling their child/ children in the Misaabekong Ojibwe Immersion Program or Nueva Vision Spanish Immersion Program should contact Lowell Elementary School at 218-336-8895.

## Parent Right to Know

If a parent requests it, the school district will provide information regarding the professional qualifications of his/her child's classroom teachers, including, at a minimum, the following:

1. Whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. Whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;
4. Whether the student is provided services by paraprofessionals and, if so, their qualifications.

In addition, the school district will provide parents with information as to the level of achievement of their child in each of the state academic assessments. The school district will provide notice to parents if their child has been assigned to, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.

# PART III — RULES AND DISCIPLINE

## Attendance

Regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability. For detailed information, see the "Student Attendance" policy (Appendix F).

## Bullying Prohibition

The school district is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, are prohibited on school district property, at school-related functions or activities, on school transportation, and by misuse of



technology. For detailed information, see the school district's "Bullying Prohibition" policy (Appendix G).

## **Conduct on School Buses and Consequences for Misbehavior**

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Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students. The school district will not provide transportation for students whose transportation privileges have been revoked.

The school district is committed to transporting students in a safe and orderly manner. To accomplish this, student riders are expected to follow school district rules for waiting at a school bus stop and for riding on a school bus.

While waiting for the bus or after being dropped off at a school bus stop, all students must comply with the following rules:

- Get to the bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- Respect the property of others while waiting at the bus stop.
- Keep your arms, legs, and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road, or highway when waiting for the bus.
- Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- No fighting, harassment, intimidation, or horseplay.
- No use of alcohol, tobacco, or drugs.

While riding a school bus, all riders must comply with the following rules:

- Follow the driver's directions at all times.
- Remain seated facing forward while the bus is in motion.
- Talk quietly and use appropriate language.
- Keep all parts of your body inside the bus.
- Keep arms, legs, and belongings to yourself and out of the aisle.
- No fighting, harassment, intimidation, or horseplay.
- Do not throw any object.
- No eating, drinking, or use of alcohol, tobacco, or drugs.
- Do not bring any weapons or dangerous objects on the school bus.
- Do not damage the school bus.

Consequences for school bus/bus stop misconduct will be imposed by the school district under administrative discipline procedures. All school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement. For further information on busing behavioral procedures see under Code of Conduct section.

## **Cell Phones and Other Electronic Communication Devices**

The Duluth Public Schools holds high expectations for student behavior, academic integrity, and responsible use of existing and emerging technologies. Students who possess cell phones and other personal electronic devices at school or school-sponsored events shall demonstrate the greatest respect for the educational environment and for the rights and privacy of all individuals within the school community.

At Duluth Public Schools every school participates in Away for the Day, which means that students will not have access to their cell phones from 8:45AM (start of first period) to 3:15PM (after sixth period). We ask that families help by reinforcing this message at home. As always, our school has a landline phone in every class and office space so that a message can be delivered to a student during the day.

Students who have earbuds in, cellphones out of their locker or smart watches on during the school day will be asked to leave their devices at home for the remainder of the quarter.

Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and gang activity. If the school district has a reasonable suspicion that a student has violated a school rule or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

Cell phone and camera use is prohibited in all bathrooms, locker rooms, and other areas where a student's privacy could be violated.

## Discipline

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For detailed information on the Student Code of Conduct and consequences for violations, see the “Student Discipline” policy (Appendix E).

## Dress and Appearance

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students’ attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District’s intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student’s attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn’t interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

Our values are:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
  - All students and staff should understand that they are responsible for managing their own personal “distractions” without regulating individual students’ clothing/self-expression.
  - Student dress code should support school attendance and engagement.
  - Dress code violations should be addressed using student/body-positive language to explain the code.
  - Teachers should focus on teaching and students focus on learning without the distraction and often uncomfortable burden of addressing dress code violations.
  - Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.
1. Basic Principle: Certain body parts must be covered for all students at all times. Clothes must be worn in a way such that genitals, buttocks, breasts, and nipples are fully covered with opaque fabric.
  2. Student Must Wear, while following the basic principle of Section 1 above:
    - A Shirt (with fabric in the front, back and sides that covers the middle torso) AND
    - Pants/jeans or the equivalent (for example, a skirt, sweatpants, leggings, a dress or shorts) AND
    - Weather & activity appropriate shoes.
  3. Student May Wear:
    - Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
    - Staff may direct students to remove headwear that causes a disturbance or problems which interrupt an event, activity, or process to the learning environment.
  4. Students Cannot Wear:
    - Any clothing that reveals visible undergarments (visible waistbands and visible straps are allowed).
    - Bulky jackets/coats intended for outside wear and must be kept in the student’s locker during regular school hours.
    - Clothing that includes words or pictures that are obscene, vulgar, sexually explicit, convey sexual innuendo, abuse or discrimination, or which promote or advertise alcohol, chemicals, tobacco or any other product that is illegal for use by minors and illegal on school property, will not be allowed.
    - Objectionable emblems, badges, symbols (including confederate flags & swastika’s), derogatory mascots, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to any group, evidences of gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals is not allowed.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.



## Drug-Free School and Workplace

The possession and use of alcohol, controlled substances, and toxic substances are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The school district will discipline or take appropriate action against anyone who violates this policy.

District policy is not violated when a person brings a controlled substance that has a currently accepted medical treatment use onto a school location for personal use if the person has a physician's prescription for the substance except marijuana is not allowed on school property even if prescribed. Students who have prescriptions must comply with the school district's "Student Medication" policy. The school district will provide an instructional program in every elementary and secondary school on chemical abuse and the prevention of chemical dependency.

## Harassment and Violence Prohibition

The school district strives to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. Detailed information on the school district's "Harassment and Violence Prohibition" policy is included in this handbook (Appendix H).

## Harassment, Violence, and Bullying Behavior

Duluth Public Schools is committed to creating and maintaining a learning and working environment where all individuals are treated with respect and dignity. Every Individual has the right to learn/work in an environment free of harassment, violence, and bullying behavior

**Prevention** — Preventing harassment, violence, and bullying behavior before it happens is always best. Prevention keeps us from experiencing adverse experiences in the first place, helps us focus on teaching and learning, and is an efficient and effective use of resources. Efforts to intentionally develop a positive school climate and create positive relationships will work to prevent harassment, violence, and bullying behavior. Furthermore, academic success is directly related to school engagement and school engagement associated with peer and adult support and relationships. Nothing has a more positive impact in the life of a child than positive relationships.

**Suicide Prevention** — The mental health of students in Duluth Public Schools is important. Mental health is defined as how a person thinks, feels, and acts in regards to their emotional, psychological and social well-being. It helps determine how we handle stress, relate to others, and make choices. One way you can maintain good mental health is by getting professional help when you need it. Sometimes a person may experience an emotional crisis and be in need of support now. The 988 Suicide and Crisis Lifeline provides free 24/7 confidential support for people in distress. If you or someone you know needs support now, call or text 988 or chat 988Lifeline.org. Duluth Public Schools, as part of state licensing, also provides educators with training opportunities to recognize the signs and symptoms of early onset child and adolescent mental illness as well as suicide prevention.

**Preparation** — Preparing students, staff, and families for adverse experiences is also an important part of creating safe and welcoming environments for everyone. We should know what to do and have a plan in place to do it well. Preparation includes teaching students about these behaviors, the roles that people fulfill in an incident, what to do, and how to report it.

**Response** — When harassment, violence, or bullying behavior is reported or witnessed, responses include telling the person to stop, creating separation and safety, investigating incidents, planning and implementing interventions, and informing others. Each situation is unique and may require different and unique interventions, including student conferencing, parent involvement, school discipline, connection to other resources, and restorative practices.

**Recovery** — Even when prevention is done well and we prepare and respond effectively, students may still benefit from support and assistance in recovering from incidents of harassment, violence, and bullying behavior. Helping students recover may look different from child to child and from school to school. Schools have resources available in a crisis and can help families connect to on-going supports in the community. All schools have co-located mental health services. The focus of recovery is to return students back to regular school activity in a safe and welcoming environment.

**Positive Behavioral Interventions and Supports (PBIS)** — Positive Behavioral Interventions and Supports (PBIS) is an evidenced-based framework for proactive teaching of social emotional and behavioral instruction as well as supporting all students' social, emotional and behavioral needs. This approach helps schools create and sustain effective and culturally-inclusive environments that support academic and social, emotional and behavioral success for all students. Duluth Public Schools uses PBIS foundations to teach school-wide expectations and social emotional learning for all students. PBIS also positively recognizes students who meet those expectations. Additional social, emotional, or behavioral supports are provided to students as needed to ensure that students receive the services they need to meet the social emotional behavioral standards as set forth by the Minnesota Department of Education. PBIS also encourages the use of non-exclusionary discipline approaches such as utilizing a restorative approach for addressing student behavioral challenges.

Within each school, the following systems and practices are foundational to PBIS implementation:

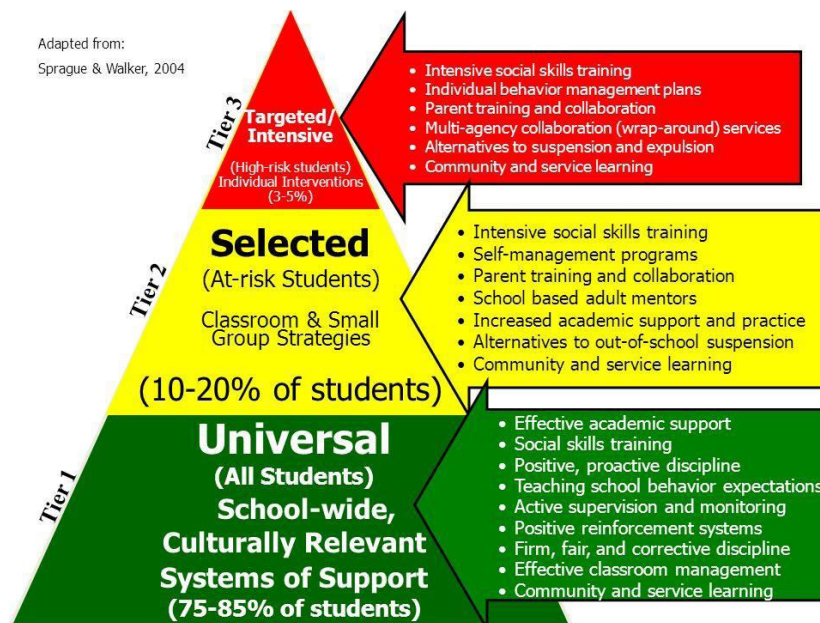
- Each school creates clear and consistent school-wide expectations that promote positive behavior. These expectations, which reflect the school com-

munity, values and culture, are defined, taught, modeled, reinforced and (when necessary) retaught.

- Schools also use data to guide how they teach and reinforce the expectations for individual students, groups of students, whole classrooms and school-wide.
- Social emotional learning skills are taught to all students.
- A continuum of evidence-based interventions is integrated and utilized to support the social, emotional, and behavioral success of all students.
- Data is used to identify students in need of additional social, emotional or behavioral support and match them to interventions or support needed.
- A school climate survey is administered twice annually in our schools to gather information from students, families, and staff in order to further develop our PBIS practices and systems to better meet the needs of our students and promote a positive school environment.
- Each school continually collects data and refines its systems and practices as needs change. The goal is to provide positive and equitable social, emotional, behavioral, and academic outcomes for all students.

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Each school designs a three-tiered system that is aligned with the district's strategic direction:



**Tier 1:** All students are involved in learning about the school and classroom behavior expectations as well as foundational social emotional learning skills to meet the social emotional learning competencies as laid out by the Minnesota Department of Education. Staff members teach, model and reinforce these expectations and skills throughout the course of the school year.

**Tier 2:** Some students receive additional intervention or support for their needs. This may occur at times in a small group setting or within the classroom.

**Tier 3:** A few students receive individualized or more intensive interventions and support based on their needs, after less intensive levels of intervention have been tried.

**Restorative Practices** — Restorative Practices are both proactive as well as responsive interventions that are used to foster an equitable and positive school culture where relationships are central. Restorative practices are a continuum of support and may include things like proactive and community building circles, using affective statements in interactions, using restorative questions, responsive circles, conferencing, short impromptu conversations, thinking sheets, etc. In this approach, relationships are the most important way we learn about the world and ourselves.

Some schools are implementing Restorative Practices school-wide as a way to proactively build community among stakeholders. All schools have support staff trained in restorative practices in order to be able to respond to members of our school community when harm has been caused through utilizing a restorative approach. Restorative practices may replace traditional ways of approaching student behavior but still provide a space for accountability to occur through conversation when harm has been caused. In a restorative school community we believe:

- Everyone in the school community has something to contribute and deserves the right to be heard.
- We are all connected to one another.
- All of us want to have meaningful relationships with others.
- We all have talents and gifts we bring to school.
- It takes time, habits and support to build and maintain positive relationships.
- Learning can happen through conversation and through relationships.
- That empathy, kindness, caring, and good communication skills can develop through the use of restorative practices.

**Social-Emotional Learning (SEL)** — Social and Emotional Learning is how children and adults learn how to manage emotions, set and achieve positive

goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions. Departments across the district work collaboratively to support social-emotional learning. A school may choose to implement a specific Social-Emotional Learning program(s) to support academic and social success. Social-emotional learning is the process of developing the self-awareness, self-control, and interpersonal skills that are vital for school, work, and life success.

**CASEL’s definition** — We define social and emotional learning (SEL) as an integral part of education and human development. SEL is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions.

SEL advances educational equity and excellence through authentic school-family-community partnerships to establish learning environments and experiences that feature trusting and collaborative relationships, rigorous and meaningful curriculum and instruction, and ongoing evaluation. SEL can help address various forms of inequity and empower young people and adults to co-create thriving schools and contribute to safe, healthy, and just communities.

Minnesota Department of Education has adopted CASEL’s social emotional learning 5 competencies:



**Mental Health & Wellness** — Mental Health refers to how a person thinks, feels, and acts in regards to their emotional, psychological, and social well-being. It helps determine how we will handle stress, relate to others, and make choices. The Duluth School District supports student mental health by creating social and emotional learning opportunities in addition to supporting access to mental health services through internal supports as well through community based providers. These supports strive to create a safe learning environment, maximize collaboration between students and adults, create trusting relationships, and empower students to do their best.

**Reporting Harassment, Violence, and Bullying Behavior** — Harassment, violence, and bullying behavior is a concern across our nation and here in Duluth. Reducing this behavior is important to Duluth Public Schools and we take any allegations of this seriously. Any time you witness or are involved in a situation involving harassment, violence, or bullying behavior it is important to report it. Help is available. Speak with your teacher, school principal, or another trusted adult at school, home, or in your community.

- If someone is hurting you verbally or physically, tell them to stop, walk away, and tell an adult
- Report it right away. A prompt response increases safety, reduces response time, and improves the results of the investigation and intervention. Reporting forms can be located at the back of this handbook or online at [www.isd709.org](http://www.isd709.org).
- Be specific. Share who was with you or might have seen something, who said or did what, and when and where it happened. Keep text messages and social media posts that contain harassing, violent, or bullying behavior so you can show them to an adult at school.

**Minnesota Law** — Minnesota has passed the Safe Schools Act.

**Hazing Prohibition**

Hazing is prohibited. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the school district’s “Student Discipline” policy. Please see the school district’s “Hazing Prohibition” policy (Appendix I).

**Internet Acceptable Use**

All school district students have conditional access to the school district’s computer system, including Internet access, for limited educational+ purposes, including use of the system for classroom activities, educational research, and professional and career development. Use of the school district’s system is

a privilege, not a right. Unacceptable use of the school district's computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including, but not limited to, suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws.

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A copy of the school district's "Internet Acceptable Use" policy is available at the Office of the Superintendent or on the website at [www.isd709.org/about-us/policies](http://www.isd709.org/about-us/policies).

Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. Identify each curriculum, testing, or assessment technology provider with access to educational data;
2. Identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
3. Include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

Students will receive a copy of the school district's "Internet Acceptable Use" policy and are expected to understand and agree to abide by the policy as a condition of use of the school district's computer system. All students who wish to use the school district's computer system must sign the Blended Learning 1:1 Agreement form annually.

## **Parking on School District Property**

### **Students**

The school district allows limited use and parking of motor vehicles by students in school district locations subject to the following rules:

Parking a motor vehicle on school property during the school day is a privilege;

- Parking is permitted in designated areas only, by permit. For information, contact your school.;
- Students are not permitted to use motor vehicles during the school day in any school district locations unless an emergency occurs and permission has been granted to the student by the school administration;
- Students are permitted to use motor vehicles on the high school campus(es) only before and after the school day;
- Unauthorized vehicles parked on school district property may be towed at the expense of the owner or operator.

The school district may conduct routine patrols of school district properties and inspections of the exteriors of the motor vehicles of students. Interiors of students' vehicles in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. If a search yields contraband, school officials may seize the item and may turn it over to legal authorities when appropriate. A student who violates this policy may be subject to withdrawal of parking privileges and/or discipline according to the school district's "Student Discipline" policy (Appendix E). Please see the parking agreement/permit application form for specific site related information.

### **Visitors**

Visitors are permitted to park in designated school district visitor parking areas. Unattended vehicles left in other locations on school district property may be towed at the owner's expense.

## **Tobacco-Free Schools; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction**

School district students and staff have the right to learn and work in an environment that is tobacco free. School policy is violated by any individual's use of tobacco, tobacco-related devices, or carrying or using activated electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Students may not possess any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Any student who violates this policy is subject to school district discipline. For detailed information on the school district's "Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction" policy, see Appendix J. Contact the building principal if you have questions or wish to report violations.

A limited exception to the tobacco prohibition exists for adult members of an Indian tribe, as defined under Minnesota law, who may light tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony.

Vandalism

Vandalism of any district property is prohibited. Violators will be disciplined and may be reported to law enforcement officials.

Weapons Prohibition

No person will possess, use, or distribute a weapon when in a school location except as provided in school district policy. A “weapon” means any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon. A weapon also includes look-alike weapons. Appropriate discipline and action will be taken against any person who violates this policy. The school district does not allow the possession, use, or distribution of weapons by students. Discipline of students will include, at a minimum: immediate out-of-school suspension; confiscation of the weapon; immediate notification of police; parent or guardian notification; and recommendation to the superintendent of dismissal for a period of time not to exceed one year. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully. A student who brings a firearm to school will be expelled for at least one year, subject to school district discretion on a case-by-case basis. For a copy of the “School Weapons” policy, visit [isd709.org/about-us/policies](http://isd709.org/about-us/policies).

Standards of Conduct

Standards of conduct are developed to ensure a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe these are achieved through a culture that promotes positive relationships, mutual respect, repairing harm, and a belief in the potential of all members while engaging with families and community as partners.

Disciplinary policies within the elementary and secondary schools shall be enforced within the general guidelines as set forth in the grid below. These guidelines are designed to prevent student’s inappropriate behavior from recurring through use of environmental, instructional, and/or restorative intervention and represent the majority of incidents that occur in schools. However other incidents may occur which warrant disciplinary action.

These guidelines describe the various administrative actions that may be taken for incidents that violate school district standards of conduct and/or the law. The listing of guidelines does not require that a ‘step by step’ progression of increasing severity be employed by an administrator when addressing an incident.

Behavioral incidents requiring Office intervention will be documented as an office discipline referral in Infinite Campus under the student behavior tab. Out of school suspension is used for the purpose of creating separation and safety for further investigation and intervention planning in response to a behavioral incident. At all age levels, use of suspension should be paired with environmental, instructional, and/or restorative intervention. For students with a history of violent behavior, staff will be notified per Policy 5022.

The Principal’s discretion regarding the enforcement of policy will be used when age, culture, and development/ability are factors in behavioral issues. There should be a logical relationship between the severity of the offense and the administrative action. Behaviors are grouped into four levels for the purpose of consistency and organization. Some behaviors will be severe or egregious enough to warrant disciplinary actions corresponding with a higher level. The Assistant Superintendent will be consulted if any site desires to implement discipline which exceeds the minimum guidelines.

Busing infractions will follow the four levels listed below based on the incident and additional discipline will follow the Code of Conduct. Separately or in addition to, bus conduct can result in removal from the bus.

Duluth Public Schools Major & Minor Behavior

	LEVEL	TYPE OF BEHAVIOR	ACTION	MANAGED BY
MINOR	1	Incidental Violations	Not Recorded	Staff/Teacher
	2	Minor Violations	Minor Referral Form	Staff/Teacher
MAJOR	3	Major Violations	Major Referral Form	Staff/Administration
	4	Unlawful Violations	Major Referral Form	Administration/Office



Staff/Teacher Managed		Administration/Office Managed	
<b>Level 1 - Incidental</b> <i>Doesn't significantly violate the rights of others. Doesn't put others at risk. Not chronic.</i> <ul style="list-style-type: none"> <li>• Consensual display of affection</li> <li>• Dress Code</li> <li>• Horseplay</li> <li>• Loud noise</li> <li>• Minor arguments</li> <li>• Missing homework</li> <li>• Noise making</li> <li>• Out of seat</li> <li>• Refusal to follow directions (non chronic)</li> <li>• Running in hallway</li> <li>• Transportation (see charts below)</li> <li>• Unprepared for class</li> <li>• Unapproved Food &amp; Drink</li> </ul>	<b>Level 2 - Minor</b> <i>Doesn't significantly violate the rights of others. Doesn't put others at risk.</i> <ul style="list-style-type: none"> <li>• Academic dishonesty</li> <li>• Avoiding staff</li> <li>• Cell phone violation</li> <li>• Defiance</li> <li>• Disrespect</li> <li>• Disruption</li> <li>• Inappropriate language</li> <li>• Interruptions</li> <li>• Leaving assigned area</li> <li>• Misuse of technology</li> <li>• Property misuse</li> <li>• Refusal to follow directions</li> <li>• Refusal to participate in class</li> <li>• Transportation (see charts below)</li> </ul>	<b>Level 3 - Major</b> <i>Violates the rights of others. Puts self or others at risk, or chronic</i> <ul style="list-style-type: none"> <li>• Attendance issues</li> <li>• Bullying/Cyberbullying</li> <li>• Extortion</li> <li>• Forgery/plagiarism</li> <li>• Gambling</li> <li>• Gang display</li> <li>• Harassment</li> <li>• Hazing</li> <li>• Intimidation</li> <li>• Leaving building without permission</li> <li>• Minor property damage/vandalism</li> <li>• Photographic or recording misuse</li> <li>• Physical aggression</li> <li>• Record and identification falsification</li> <li>• Repeated or prolonged defiance or disrespect</li> <li>• Technology violation</li> <li>• Theft</li> <li>• Threats/intimidation</li> <li>• Tobacco</li> <li>• Transportation (see charts below)</li> <li>• Verbal aggression/abusive language</li> </ul>	<b>Level 4 - Unlawful</b> <i>Unlawfully violates the rights of others. Puts self or others at risk, or are chronic.</i> <ul style="list-style-type: none"> <li>• Arson</li> <li>• Assault</li> <li>• Bomb threats</li> <li>• Fighting</li> <li>• Gang activity</li> <li>• Homicide</li> <li>• Illegal or prescription drug, alcohol possession</li> <li>• Pyrotechnics</li> <li>• Robbery</li> <li>• Sexual assault</li> <li>• Significant property damage/vandalism</li> <li>• Transportation (see charts below)</li> <li>• Terroristic threats</li> <li>• Trespassing</li> <li>• Weapon possession</li> </ul>

*Note for reader: Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator. **Just as in the Code of Conduct, administration discretion must be taken into account.***

K-3 Behavior Violations and Leveled Response				
	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
<b>Incident 1</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 2</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

### K-3 Behavior Violations and Leveled Response

Incident 3	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
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*\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

### 4-5 Behavior Violations and Leveled Response

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
Incident 1	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); consideration of 1 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 2	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 3	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

*\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

## 6-12 Behavior Violations and Levelled Response

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
<b>Incident 1</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; document as a major behavior  Consideration to refer to law enforcement	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 2</b>	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; document as a major behavior  Consideration to refer to law enforcement	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 3</b>	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resources; document as a major behavior  Consideration to refer to law enforcement	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resource  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

*\*Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

## Transportation Behavior Levels and Consequences

See Major and Minor list above for offenses correlating to certain behavioral levels. The bus is a continuation of the classroom. **Note for reader:** Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator. **Just as in the Code of Conduct, administration discretion must be taken into account.** Transportation department will notify school sites within 24 hours. School personnel may include site clericals, administration, and/or support staff.

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
<b>Incident 1</b>	Addressed with de-escalation, support and/or direction	Conference with student; document as a minor behavior	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion



<b>Incident 2</b>	Addressed with de-escalation, support and/or direction	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 3</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 4</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; document repeated behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
<b>Incident 5</b>	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Notification of School Personnel; Parent Notification; Document repeated behavior; Possible 1-2 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year  Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

## Behavior Levels and Definitions

### LEVEL 1

**Behaviors are safe but disruptive to learning and addressed with simple de-escalation, support and/or direction**

- Staff use school wide and classroom practices to promote the development and use of behaviors that contribute to a safe, equitable, and welcoming school
- Staff observe the behavior, use a range of strategies to support the student(s) or de-escalate the situation, determine communication and documentation
- Behaviors are managed by the person supervising the area, no office discipline referral needed - referred as 'teacher managed' or 'incidental' behavior and not addressed further in this grid.

LEVEL 2	
Behaviors that do not significantly violate the rights of others. Doesn't put others at risk.	
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<ul style="list-style-type: none"> <li>• Staff observe behavior, use a range of strategies to support the student(s) or de-escalate the situation, gain assistance if needed, write a 'minor' office referral, and use supportive and/or restorative practice intervention as needed</li> <li>• A more focused behavioral response or targeted intervention beyond response to the immediate incident may be warranted depending on the situation.</li> </ul>	
Behavior and Description	
<b>ACADEMIC DISHONESTY</b> - A student shall not cheat in any form on school grounds or in any school related activity. This includes plagiarizing (copying from print, the Internet, or other electronic resources, purchasing or copying another person's work, and paraphrasing without citing the source).	
<b>CELL PHONES OR ELECTRONIC MOBILE DEVICES</b> - Students may not use cell phones or personal electronic mobile devices during class time unless it is determined by the teacher that it is required for curriculum/course content. School will not be responsible for lost, damaged or stolen devices. School administration will not spend time investigating any lost or stolen electronic devices	
<p><b>DISRUPTIVE/DISORDERLY CONDUCT AND INSUBORDINATION</b> - A student shall not participate in actions, on or off campus, that interfere with the rights of others to an education, instruction, and/or with the effective operations of the school. Such actions include but are not limited to: Disruption: Any behavior that significantly interrupts the education, instruction or effective operations of the school and or classroom (and is not better coded as another behavior). Some examples of disruptive behavior include: Offensive language or gestures, profanity, explosive outbursts or rage. Leaving the classroom without permission or school grounds without proper authorization. Consensual intimate sexual behaviors. Distributing unauthorized materials on school property. Play-fighting, which can appear real and/or alarm students and staff and/or lead to real conflicts or injuries. Insubordination: Persistent refusal to follow school rules or regulations, persistent refusal to follow directions given by a staff member or persistent confrontational and aggressive arguing with a staff member.</p> <p>This also includes: avoiding staff, inappropriate language, interruptions in class, leaving assigned area, refusal to follow directions, and refusal to participate in class.</p>	
<b>PROPERTY MISUSE</b> - Inappropriate use of equipment and school property, such as (but not limited to) computers, textbooks, music equipment, etc	
<b>MISUSE OF TECHNOLOGY</b> -This includes being off-task, treating Chromebooks carelessly and airdropping material without permission	
<p><b>MOTOR VEHICLE INFRACTIONS</b> -</p> <p>1. Parking - A student shall not park in an unauthorized area on school property or park on school property without a valid school permit, or violate any school district policy with his/her vehicle. 2. Reckless or Careless Driving - A student shall not drive on or near school property in such a manner as to endanger persons or property. 3. Student vehicles may not display or promote illegal activities or substances. This includes any symbols or graphics that are affiliated with hate groups (Example: confederate flag or swastika).</p>	
LEVEL 3	
Behavior that may be illegal, disrupts the educational environment, student learning or staff working with significant risk of/harm to self or others.	
<ul style="list-style-type: none"> <li>• Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, write office referral and use support intervention and/or restorative practice intervention as needed.</li> <li>• Out of School Suspension, if used, is for the purpose of safety and intervention planning</li> </ul>	
Behavior and Description	
<p><b>BULLYING</b> - Bullying means intimidating, threatening, abusive, or harming conduct that is objectively offensive and: • There is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the behavior and • The conduct is repeated or forms a pattern; or • The conduct materially and substantially interferes with a student's educational opportunities, performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. Note: Bullying and conflicts are different. Conflicts are to disagree, argue, or fight. Conflicts have an increased balance of power, are usually spontaneous, and mutual. See the Bullying Prohibition Policy 514 for further information.</p>	
<b>CYBER BULLYING</b> - Cyber Bullying means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data – including a post on a social network, website, or forum – that is transmitted through a computer, cell phone, or other electronic device. See "Bullying" violation or for bullying definition the Bullying Prohibition Policy 514 for further information	
<b>EXTORTION</b> - A student shall not obtain property from another by verbal intimidation.	
<b>FORGERY/PLAGIARISM</b> - Academic dishonesty including, but not limited to, copying the work of others on school assignments or tests and using the ideas or writings of another person without giving due credit to the creator of the work. This includes work accessed digitally.	
<b>GAMBLING</b> - A student shall not gamble in any form on school grounds or at any school related activity.	
<b>Gang Display</b>	
<b>HARASSMENT</b> - Physical or verbal conduct that: Has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment. Or, has the purpose or effect of substantially interfering with an individual's work, business, or academic performance. Harassment may be sexual, related to "protected groups" (Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any and All Other Protected Groups as identified by state and/or federal statute) or general. Refer to Policy 413 and Regulation 413R Prohibiting Harassment and Violence for further information.	

**HAZING** - "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition. Refer to Policy 526 Hazing Prohibition.

**INTIMIDATION/THREAT** - A student shall not use words or gestures to intimidate or incite fear in another person. Note: Differentiate from harassment with consideration of any sexual comments or behavior and/or inclusion or perceived inclusion in any "protected group". Note: As with all investigations regarding student behavior, include contextual factors and cultural considerations in the investigation, determination and resolution of any potential threat or act of intimidation.

**LEAVING SCHOOL BUILDING/GROUNDS WITHOUT PERMISSION** - Leaving school building/grounds during school hours without staff permission

**MINOR PROPERTY DAMAGE/VANDALISM** - Intentional damage to property belonging to or used by the school district. This also includes intentional damage to hardware, software or other equipment belonging to or used by the school district; or Intentional damage to the property of staff members or others.

**PHOTOGRAPHIC OR RECORDING DEVICE MISUSE** - Use of any photographic or recording device, film camera, digital camera, cell phone camera and video camera that impinges upon the rights of others is prohibited. Use of device that incites or encourages violence is prohibited. This prohibition includes the distribution of a picture(s)/recording that impinges upon the personal privacy of another. Also included is the creation, possession, or dissemination of sexually explicit images, videos, text messages or emails, usually by digital medium. Receipt of inappropriate data should be reported to Administration immediately. Use of any device in a school locker room, school bathroom or elsewhere in a way that violates the personal privacy of the individual may result in the immediate initiation of the expulsion process dependent upon severity of violation. Upon investigation by administration evidence may be reported to law enforcement and/or St. Louis County Initial Intervention Unit (IIU).

**PHYSICAL AGGRESSION** - An intentional act by a student resulting in bodily harm

**COMPUTER** - Data tampering, unauthorized use of data, violations of Policy 3187-Use Policy for Internet Access and Regulation 3187R - Internet Use Regulations (e.g. software modification or copyright violation, any attempt to install or use software that has not been approved by the district, violation of district network security, hardware damage/vandalism, etc.) is prohibited.

**RECORD AND IDENTIFICATION FALSIFICATION** - A student shall not falsify signatures or data, refuse to give proper identification, give false identification when requested to do so by a staff member, or give a false name or date of birth to police.

**THEFT** - A student shall not intentionally take, use, transfer, conceal, or retain possession of personal property of another without the other's consent and with intent to deprive the owner permanently of possession of the personal property.

**THREATS/INTIMIDATION** - Any expression of intention to cause harm or violence to another person or another's property that is delivered by someone in immediate physical proximity to the person being threatened. The potential for immediate harm or violence must exist.

**TOBACCO** - Smoking and the use of tobacco products or tobacco related devices including electronic cigarettes shall be prohibited on school district facilities. School district facilities include school buildings, school grounds, school owned and leased vehicles, and sites leased by the school district. No one will use tobacco products or tobacco related devices while in or on school district facilities. In addition, it is prohibited to have tobacco products or tobacco related devices in public sight while in or on school district facilities. Exception - (MN Statute 144.4169) It shall not be a violation of this policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support. It shall not be a violation of this policy for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student's parent or guardian and with written or verbal notice to the site administrator or principal.

**VERBAL ABUSE** - A student shall not engage in name calling, insults, or otherwise obscene or harmful language/comments directed at someone or a group of people. Note: Need to differentiate from threats, bullying, harassment, and disruption/insubordination.

#### LEVEL 4

**Behavior that is considered illegal or disrupts the educational environment, student learning, or staff working with risk of/severe harm to self or others**

- Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, contact support staff and/or authorities, write office referral and use support intervention and/or restorative practice intervention as needed.
- Out of School Suspension is used for the purpose of safety and intervention planning.
- Consider expulsion.

#### *Behavior and Description*

**ALCOHOL** - A student shall not possess, use, transmit, or be under the influence of alcoholic beverages of any kind: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. In a school zone as defined by Minnesota Statutes.

**ARSON** - 1. "Arson" is the intent or intentional destruction of or damage to any school building, school or personal property, injury to persons by means of fire or explosives. This includes all behaviors within the 'school zone' on school-sponsored/supervised activities. 2. Failure to exercise ordinary caution resulting in fire within any area identified in #1 above, damage to school or personal property, or injury to person(s). 3. False alarm or tampering with any part of a fire suppression system (including, but not limited to sprinklers, fire alarms, smoke detectors, fire extinguishers, or any other part of the fire suppression system). Giving a false alarm (police, fire, ambulance, 911) or tampering or interfering with any fire alarm system. 4. Matches, lighters, and other fire starting materials are not allowed on school premises.

<b>ASSAULT</b> - "Assault" is acting to cause fear in another of immediate bodily harm or death or intentionally inflicting or attempting to inflict bodily harm upon another
<b>ASSAULT SEXUAL</b> - "Sexual Assault" means "sexual contact" or "sexual penetration" without "consent," as those terms are defined in Minnesota Statutes Section 609.341.
<b>BOMB</b> - A student shall not possess or commit crimes of violence using explosive devices including, but not limited to, bombs, grenades, rockets and mines. This also means devices that produce a chemical reaction that result in destruction
<b>BOMB THREAT</b> - A student shall not threaten directly or indirectly, to commit any crime of violence with purpose to cause an emergency response of a school building or grounds or a school-related activity.
<b>FIGHTING</b> - "Fighting" is mutual combat in which both parties have contributed to the situation by verbal and/or physical action
<b>GANG ACTIVITY</b> - Gang activity is strictly prohibited. A "gang" is herein identified as any group that participates in disruptive, intimidating, illegal, and/or violent activities as defined in this policy. This includes gang symbols, gestures, and attire.
<b>HOMICIDE</b> - A student shall not commit homicide, which means the killing of one human being by the act, procurement, or omission of another.
<b>ILLEGAL DRUG, PRESCRIPTION DRUG</b> - A student shall not possess, use, transmit, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, intoxicants of any kind, look-alike drugs, or substances that may have the appearance of an illegal substance, such as catnip, oregano, flour, saccharin, or other items or paraphernalia: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. • In a school zone as defined by Minnesota Statutes.
<b>CONTROLLED SUBSTANCE (Prescription)</b> - A student shall not possess, use, transmit or be under the influence of a controlled substance that is not prescribed to the student by a licensed health care professional: • In a school zone as defined by Minnesota Statutes immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. Refer to Regulation 6180R – Procedures of Administration of Medication During the School Day
<b>PYROTECHNICS</b> - A student shall not possess or detonate fireworks
<b>ROBBERY</b> - A student shall not obtain property from another by use of force or threat of force.
<b>TERRORISTIC THREATS</b> - A student shall not threaten to commit any crime of violence with the purpose to terrorize another person(s).
<b>TRESPASSING</b> - A student shall not be physically present in a school building without permission, after being requested to leave by a school official, or after suspension or expulsion.
<b>VANDALISM/PROPERTY RELATED</b> - 1. A student shall not willfully cut, deface, or otherwise damage in any way any property, real or personal. This includes school buses. 2. A fee will be charged for lost or destroyed textbooks, workbooks, library books or other school property.
<b>WEAPON</b> - "Dangerous weapon" means any firearm, whether loaded or unloaded, knives, stun guns, martial arts instruments, mace, any device designed as a weapon, or any other device or instrument which in the manner it is used or intended to be used is likely to produce death or great bodily harm. This includes any lookalike object that may have the appearance of a weapon or dangerous instrument. A student shall not knowingly possess, store, handle, transmit, use, or encourage or aid any other student to possess, store, handle, or transmit these weapons in: • Any school building. • On any school premises. • On any school-provided transportation. • Off the school grounds at any school-related activity, event, or function. • In a school zone as defined by Minnesota Statutes.

## Definitions of interventions and Disciplinary Actions

**ANTECEDENT BASED & ENVIRONMENTAL INTERVENTIONS** - Ways to change the environment that promote an increase of pro-social behaviors and simultaneously reduce the possibility of challenging behaviors to occur.

**DETENTION** - A student may be asked to come before school, stay in during lunch/recess, or remain after school by a teacher or principal for the purpose of correcting a violation. Any student who is instructed to report before or after school but is unable must obtain permission from the teacher or principal. Reasonable attempts will be made to contact parent(s) or guardian(s) prior to implementation.

**EXPULSION OR EXCLUSION** - "Expulsion" means a School Board action to prohibit an enrolled student from further attendance for up to twelve months from the date the student is expelled. "Exclusion" means an action taken by the School Board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. Expulsion and exclusion proceedings shall be in accordance with M.S. 121A.41, The Pupil Fair Dismissal Act. A School Board may expel for a period of at least one year a student who is determined to have brought a firearm to school. For the purposes of this section, a firearm is as defined in United States Code, Title 18, Section 921. In accordance with M.S. 121A.41, The Pupil Fair Dismissal Act, a student and his/her parent(s) or guardian(s) shall be served personally or by mail with notice of the expulsion hearing. The hearing will be held within ten days of service of the written note, unless continued pursuant to the statute. The recommendation of the hearing officer shall be made to the School Board within two days of the end of the hearing. The decision of the School Board shall be rendered at a special meeting within five days after receipt of the recommendation of the hearing officer. The student shall receive due process as set forth in M.S. 121A.41, The Pupil Fair Dismissal Act.

**IN-SCHOOL SUSPENSION** - An action by school administration where a child is temporarily removed from his or her regular classroom(s) but remains under the direct supervision of school personnel.

**OFFICE INTERVENTION** - Any disciplinary intervention resulting from a violation of district standards of conduct applied by building administration.

**OUT-OF-SCHOOL SUSPENSION** - An action by school administration prohibiting a student from attending school for a period of no more than 10 days. Each suspension action may include a re-entry meeting and readmission plan.

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**PARENT(S) OR GUARDIAN(S) CONFERENCE** - A parent(s) or guardian(s) conference is required if a student has committed a serious rule violation or has been suspended out of school. If a parent or guardian is unable to be present, the principal shall contact the parent(s) or guardian(s).

**REFERRAL TO SCHOOL BEHAVIOR TEAM OR CHILD STUDY TEAM** - Schools use a multi-tiered system of support. Students can be referred to a small school team for academic or social-emotional-behavioral interventions. The process varies a bit at each school but includes a brief meeting, determining an intervention, trying it for approximately 30 school days, and reviewing outcomes.

**REFERRAL TO COMMUNITY SERVICE(S)** - School staff may work with parents or guardians to support the consideration of accessing community services. The process of helping a family connect to a community service, sharing information (with permission), or making introductions to a community service are all part of a "referral".

**REFERRAL TO JUVENILE AUTHORITIES** - If a student's behavior may be a violation of law, the principal or designated representative may contact juvenile authorities or police. If the officer indicates that he/she is arresting the student, with or without a warrant, he/she shall have complete jurisdiction and responsibility in the matter and the principal shall not interfere with the student's removal from the building. The student will, in all cases, be accorded the rights of due process.

**RESTORATIVE PRACTICES** - Restorative practices are an approach used with students that promotes inclusivity of all through relationship-building and problem-solving. Methods such as circles, restorative chats, mediations and conferencing may be used to resolve issues or conflicts as they arise and to bring those harmed, those who harmed, and their supports together to address any wrongdoings. Through this process, students are encouraged to reflect on and take responsibility for their actions and come up with plans to repair harm. Unlike punishment, when using restorative practices we attempt to resolve issues "with" students rather than doing something "to" them or "for" them.

**RISK SCREENING & REFERRAL FOR ASSESSMENT** - Students deemed to be a threat to themselves and/or others may be asked to undergo a risk screening and/or formal risk assessment by a district approved mental health professional before being readmitted to school.

**REFERRAL TO BUILDING AND DISTRICT RESOURCES** - Referral to building and district resources is to be made by school personnel, parent(s) or guardian(s), or community agencies. The parent(s) or guardian(s) shall be consulted if any special services are to be made available to a student. Reasonable attempts will be made to contact parent(s) or guardian(s) regarding referrals to building and district resources.

**REMOVAL FROM CLASS** - All students have the right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class. This removal is limited to a reasonable time-frame to be reinstated upon an agreed solution with the instructor and principal as necessary. Students shall be allowed the privilege of making up daily work, including tests and final exams, upon their return to class. Removal from class or dismissal for the day of students with disabilities is also governed by the Individuals with Disabilities Education Act, M.S. 125A.03, and Minnesota Rules. See the section of this policy entitled "Students with Disabilities."

**TEACH / RETEACH / REINFORCE DESIRED SKILL OR BEHAVIOR** - To identify and provide instruction of new skills or behaviors to replace challenging or harmful behaviors. New behaviors are most effective when considered "functional" and meet the same needs as the challenging or harmful behavior. Reinforcement of a desired skill or behavior is anything that comes after the behavior that makes it more likely to be used again. Reinforcement may be a tangible item or activity, verbal or non-verbal recognition, the experience of learning something new, or simply meeting the initial need.

**TIER 2 FUNCTIONAL BEHAVIOR ANALYSIS AND BEHAVIOR SUPPORT PLAN** - An attempt to determine the function or purpose of a behavior through interviews, review of available information and data, and maybe observation. The idea is to then create a plan to support desired behaviors that meet the same needs in a more pro-social manner.

#### **ADDITIONAL INFORMATION:**

**INFORMATION AND REVIEW PROCESS** – Students, parent(s) or guardian(s) who wish to discuss concerns or review disciplinary actions, except for expulsion or suspension, may request a conference with school personnel. It is recommended that conferences occur between personnel closest to the concern and be solution-based toward district aims and vision.

**SCHOOL ZONE** - Students are subject to all school disciplinary actions or violations while in a school zone. A school zone is defined as an area that begins at the boundaries of the school property and extends three hundred feet from that point, or one city block, whichever is greater. This zone includes school bus stops and the area within a school bus being used to transport one or more elementary or secondary school students. This zone also includes district contract parking.

**STUDENT CONFERENCE** - Depending on the violation and the seriousness of the action, a student may meet with the principal and/or a teacher to discuss the incident. During this conference, students may be asked to formulate a plan which addresses their behavior and a commitment to solutions for improvement

## **PART IV — HEALTH AND SAFETY**

### **Accidents**

All student injuries that occur at school, at school-sponsored activities, or on school transportation should be reported to the building nursing staff.. Parents/guardians of an injured student will be notified as soon as possible. If the student requires immediate medical attention, the principal or other district leader will call 911 or seek emergency medical treatment and then contact the parent(s).



## Asbestos Management Plan

The school district has developed an asbestos management plan. Contact the District Safety Health and Environmental Coordinator.

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## Crisis Management

The school district has developed a “Crisis Management” policy. Each school building has its own building-specific crisis management plan called the Emergency Response & Crisis Management manual. Students and parents will be provided with information as to district- and school-specific plans. The “Crisis Management” policy addresses a range of potential crisis situations in the school district. The school district has developed general crisis procedures for securing buildings, classroom evacuation, campus evacuation, sheltering, and communication procedures. The school district will conduct lock-down drills, fire drills, and a tornado drill. Building plans include classroom and building evacuation procedures.

## Emergency Contact Information

When there is an emergency within a school building or the district, parents/guardians will be notified through the district’s emergency notification mass communication system. Parents/guardians will receive a text message, phone call and email regardless of opt-out communication requests.

## Health Information

### First Aid

The nurse’s office in each building is equipped to handle minor injuries requiring first aid. If the nurse’s office is not open, assistance can be sought from the building’s administrative office. If a student experiences a more serious medical emergency at school, 911 may be called and/or a parent/guardian will be contacted depending on the situation.

The district has installed automated external defibrillators (AEDs) in each building. Locations of AEDs are indicated on the building map located in each entry vestibule. Tampering with any AED is prohibited and may result in discipline.

### Communicable Diseases

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If a parent or guardian suspects that his/her child has a communicable or contagious disease, the parent or guardian should contact the school nurse or principal so that other students who might have been exposed to the disease can be alerted.

Please call your school health office to report the following health conditions: Chickenpox, Strep Throat, Influenza, Head Lice, Mumps, Measles, Meningitis, Pertussis (Whooping Cough).

Students with certain communicable diseases will not be excluded from attending school in their usual daily attendance settings as long as their health permits and their attendance does not create a significant risk of transmitting the illness to other students or school district employees. The school district will determine on a case-by-case basis whether a contagious student’s attendance creates a significant risk of transmitting the illness to others.

### Health Service

Research has shown that students with an optimal level of wellness are more receptive to the learning process. Therefore, Duluth Public Schools health service staff strive to promote the health of students and promote a healthy school environment. The primary goal of health services is to eliminate/minimize health related barriers to learning. To accomplish this, health service staff, as part of the school team, works to:

- Promote student and staff wellness.
- Provide skilled nursing.
- Protect students’ well being.
- Enhance healthy behaviors.
- Encourage self-care.
- Assess and communicate student health concerns through referral to parents/guardians.

The Licensed School Nurse provides leadership of the daily health office operations, promotes health equity by connecting students and families to community health resources, and maintains continuity of care between home, medical provider, and school through medical and educational planning. The Licensed School Nurse also provides health assessment and planning throughout the Special Education process.

Health Assistants provide students with daily health services through medication administration, first aid for illness and injury, and skilled nursing procedures under the delegation of the Licensed School Nurse.

## WHEN TO KEEP YOUR CHILD HOME

Many students and parents are frequently concerned about when students should stay home or attend school. The following information is intended to help with this decision. General practice: **204**

- If a student has had a fever of 100 degrees or more, the student must stay home for 24 hours after the temperature returns to normal without fever reducing medication.
- If a student has vomited or had diarrhea, the student must stay home until 24 hours after the last episode.
- If a student has had any rash that may be disease-related or the cause is unknown, check with your family physician before sending the student to school.
- If a student is ill, please call the school daily to report the illness.

When a student is sick, parents often wonder whether or not to keep a child at home from school. If a child stays home and has the care they need when first sick, they will often get better faster. Staying home and resting will help the body fight the sickness. A parent/guardian should notify the school if his/her child is unable to attend school because of illness. Please contact the school attendance line.

## WHEN A CHILD IS SICK AT SCHOOL

If your child becomes ill at school and needs to go home, the Health Services Staff will contact a parent/guardian. Children must call from the health office and not from their cell phones.

If staff are unable to reach parents and determine that the student must go home, emergency contacts will then be called. It's important for parents to keep emergency contacts updated and ensure that they are available during the day. Your child will not be allowed to leave school without contacting an adult.

In the event of an emergency, 911 may be called.

## HEAD LICE

Anyone can get head lice. Head lice are most often transmitted through head to head contact. School transmission is rare. Some common symptoms of head lice include: itching and scratching of the scalp and neck, feeling that something is 'crawling' in the hair, sores from constant scratching, and seeing lice on the scalp or nits attached to the hair shaft. If your child has any of these symptoms, please check your child's head for lice. Also, all household members and other close contacts of the person with lice should be checked.

Should your child be found to have live lice in their hair during the school day, a parent/guardian will be contacted by a health office staff member. The students may remain in school but prompt treatment is recommended.

## VISION AND HEARING SCREENINGS

Students may receive hearing and/or vision screening upon request from a teacher if the teacher suspects that there may be a hearing or vision concern that is affecting the student's ability to learn. If you do not wish for your child to receive vision and/or hearing screening, please inform your school health office. The screenings are not intended to replace professional examinations.

## Immunizations

All students must provide proof of immunization or submit appropriate documentation exempting them from such immunizations in order to enroll or remain enrolled. Students may be exempted from the immunization requirement when the immunization of the student is contraindicated for medical reasons; laboratory confirmation of adequate immunity exists; or due to the conscientiously held beliefs of the parents/guardians or student. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student reaches the age of 18. For a copy of the immunization schedule or to obtain an exemption form or information, contact the school health office. Policy 530 can be found on the district website at [isd709.org/about-us/policies](http://isd709.org/about-us/policies).

## Medications at School During the School Day

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An "Authorization to Administer Medication" form must be completed once a year and/or when a change in the prescription or requirements for administration occurs. Prescription medications must be brought to school in the original container labeled for the student by a pharmacist, and must be administered in a manner consistent with the instructions on the label. Prescription medications are not to be carried by the student, but will be left with the appropriate school personnel. Exceptions that may be allowed include: prescription asthma medications administered with an inhaler pursuant to school district policy and procedures, medications administered as noted in a written agreement between the school district and parent or as specified in an Individualized Education Program (IEP), a plan developed under Section 504 of the Rehabilitation Act (§504 Plan), or an individual health plan (IHP). Marijuana is not allowed on school property even if prescribed. The school district is to be notified of any change in administration of a student's prescription medication.

## **Pesticide Application Notice**

The school district may plan to apply pesticide(s) on school property. To the extent the school district applies certain pesticides, the school district will provide a notice by September 15 as to the school district's plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, an estimated schedule of pesticide applications (which will be available for review or copying at the school offices), and the long-term health effects of the class of pesticide on children can be requested by contacting the District Facilities Manager.

## **Safety**

The safety of students on campus and at school-related activities is a high priority of the district. While district-wide safety procedures are in place, student and parent cooperation is essential to ensuring school safety.

Duluth Public Schools has adopted and implemented ALICE district-wide and is an official ALICE district. More information about ALICE and how we prepare students visit [isd709.org/about-us/safe-and-welcoming](http://isd709.org/about-us/safe-and-welcoming).

## **Visitors in District Buildings**

Parents/guardians and community members are welcome to visit the schools. To ensure the safety of those in the school and to avoid disruption to the learning environment, all visitors must report directly to the office upon entering the building, with the exception of events open to the public. All visitors will be required to sign in at the office and to wear a "visitors badge" while in the building during the school day. Visitors must have the approval of the principal before visiting a classroom during instructional time. An individual or group may be denied permission to visit a school or school property, or such permission may be revoked, if the visitor does not comply with school district procedures or if the visit is not in the best interests of the students, employee, or the school district.

Students are not allowed to bring visitors to school without prior permission from the principal.



## School District Policy Cross Reference Table

Topic	Model Policy Number(s)
Accidents	806
Alternative Educational Opportunities	5075
Attendance	503, 503R
Bullying Prohibited	514
Cell Phone	5090
Class Assignments	5060
Complaints	103
Course Credits Required	6125, 6130
Crisis Management	806
Discipline	5085
Drug-Free School and Workplace	4035, 4036, 4036R
Emergency Contact Information	5060
Employee Directory	4171
Employment Background Checks	404
Equal Access to School Facilities	801
Extended School Year	508
Field Trips	6160, 6160R
Fundraising	511, 511R
Gifts to Employees	1095
Graduation Requirements	5070
Harassment and Violence Prohibited	413
Hazing Prohibited	526
Health Information	4055, 4065 5130, 6180, 6180R, 516.5, 518, 530, 806
Homework	6165
Internet Acceptable Use	524
Interviews of Students by Outside Agencies	1155
Nondiscrimination	102, 401, 521, 522, 5110
Notification of Violent Students	5022
Parking on School District Property	5095
Pledge of Allegiance	531
Post-Secondary Enrollment Options	620
Schedule	602
School Activities	510
School Closing Procedures	806
School Calendar	602
Searches	5085, 5095
Student Dress and Appearance	5100
School Meals Policy	534
School Promotion and Retention	513
Student Publications and Materials	5165, 5080
Student Records	5060
Student Surveys	520
Summer School	6195
Tobacco-Free Schools	419
Transportation of Public School Students	707, 3160, 710
Vandalism	4040R
Video and Audio Recording	711, 712
Visitors in School District Buildings	1080, 3125, 3125R
Weapons Prohibited	501

## 5165 DISTRIBUTION OF NON-SCHOOL SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

A. The School District recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, non school-sponsored material.

B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the School District, the School Board adopts the following regulations and procedures regarding distribution of non school-sponsored material on school property and at school activities.

### III. DEFINITIONS

A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material.

B. "Non school-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of non school-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, fliers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.

C. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
3. material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

D. "Minor" means any person under the age of eighteen (18).

E. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.

G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

### IV. GUIDELINES

A. Students and employees of the School District have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, non school-sponsored material.

B. Requests for distribution of non-school sponsored material, other than union materials distributed by the Duluth Federation of Teachers, will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:

1. Is obscene to minors;
2. Is libelous or slanderous;
3. Is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.
4. Advertises or promotes any product or service not permitted to minors by law;
5. Advocates violence or other illegal conduct;
6. Constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
7. Presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. To the extent that the Duluth Federation of Teachers' Union distributes any political materials, the materials will be prepared in such a way that no political material is visible from the outside page(s) of any publication. The Union shall either seal, fold, or staple the materials so political information may not be seen or include any political material on an internal page so that it will not be visible. Political material shall be defined consistent with the provisions of Minnesota Statute 211B.01, subd. 2, which defines campaign material as "any literature, publication, or material tending to influence voting at a primary or other election..."

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

A. No non school-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.

B. Distribution of non school-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

C. No one shall coerce a student or staff member to accept any publication.

D. All employees and students shall comply with the provisions of Minnesota Law regarding distribution of political materials in a polling place on Election Day.

E. The District will allow the Duluth Federation of Teacher's Union access to teacher mailboxes as a mechanism to communicate with its members. All distribution of material through the mailboxes will be done by Union members.

F. For all employees including non-teacher members of the Duluth Federation of Teachers, any distribution of materials will be done outside of the normal paid workday. For teacher members, distribution may be done during non-assigned work time (e.g., lunch or preparation time) so long as any time spent is minimal. If the District has any concerns about the abuse of time by teacher members of the Duluth Federation of Teachers, it will notify the Union.

## **VI. PROCEDURES**

A. Any student or employee wishing to distribute non-school sponsored material, other than union materials distributed by the Duluth Federation of Teachers, must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:

1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
2. Date(s) and time(s) of day intended display or distribution.
3. Location where material will be displayed or distributed;
4. If intended for students, the grade(s) of students to whom the display or distribution is intended.

B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.

D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the Superintendent to verify that the lack of response is not due to an inability to locate the person.

E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the School Board, or the individual reviewing the material submitted.

## **VII. DISCIPLINARY ACTION**

A. Distribution by any student of non school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the School District's Student Discipline Policy\_- policy #5085.

B. Distribution by any employee of non school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, School District policies and procedures, and/or governing statute.

C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

## **VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES**

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

## **IX. IMPLEMENTATION**

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

References : MSBA/MASA Model Policy 505 - Distribution of Non school-Sponsored Materials on School Premises By Students and Employees Settlement Agreement dated December 8, 1999 between ISD 709 and the Duluth Federation of Teachers, Local 692

Adopted: 02-15-2000 ISD 709

## 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

## I. PURPOSE

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

## II. GENERAL STATEMENT OF POLICY

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

## III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

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

D. Directory Information

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

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

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records. The term "education records" does not include:

- a. Records of instructional personnel that are:
  - (1) kept in the sole possession of the maker of the record;
  - (2) used only as a personal memory aid;
  - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
  - (4) destroyed at the end of the school year.
- b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
  - (1) maintained separately from education records;
  - (2) maintained solely for law enforcement purposes; and
  - (3) disclosed only to law enforcement officials of the same jurisdiction.
- c. Records relating to an individual, including a student, who is employed by the school district which:
  - (1) are made and maintained in the normal course of business;
  - (2) relate exclusively to the individual in that individual's capacity as an employee; and
  - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.
- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
  - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
  - (2) made, maintained, or used only in connection with the provision of treatment to the student; and
  - (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other

appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

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- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

"Legitimate educational interest" includes an 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;
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; or
4. Perform a task directly related to responding to a request for data.

J. Parent

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

K. Personally Identifiable

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

L. Record

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

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Finance.

N. Student

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

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a 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.

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. **GENERAL CLASSIFICATION**

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

V. **STATEMENT OF RIGHTS**

A. Rights of Parents and Eligible Students

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

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

promulgated thereunder;

6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

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B. Eligible Students

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

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

**VI. DISCLOSURE OF EDUCATION RECORDS**

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
  - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. identifies and authenticates a particular person as the source of the electronic consent; and
  - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
  - a. in plain language;
  - b. dated;
  - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
  - d. specific as to the nature of the information the subject is authorizing to be disclosed;
  - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
  - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
  - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 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, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;



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

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;
8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 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 a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;
19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately

and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these 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, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

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

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

## VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
  - b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
  - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
  - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
  - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information



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

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

E. Duration

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

**VIII. DISCLOSURE OF PRIVATE RECORDS**

A. Private Records

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

B. Private Records Not Accessible to Parent

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

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

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

**IX. DISCLOSURE OF CONFIDENTIAL RECORDS**

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

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

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

C. Investigative Data

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

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

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law. **235**

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

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

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

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
  - 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
  - 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
  - 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Finance in writing by Oct. 1st each year. The written request must include the following information:
  - 1. Name of student and parent, as appropriate;
  - 2. Home address;
  - 3. Student's grade level;
  - 4. School presently attended by student;
  - 5. Parent's legal relationship to student, if applicable;
  - 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
  - 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

**XII. LIMITS ON REDISCLOSURE**

- A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.
- B. Redisclosure Not Prohibited
  - 1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
    - a. The disclosures meet the requirements of Section VI. of this policy; and
    - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
  - 2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.
- C. Classification of Disclosed Data

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

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

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

- A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.
- B. Record Security

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

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

  - 1. A description of records maintained;

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:
  - a. the parties who have requested or received personally identifiable information from the education records of the student;
  - b. the legitimate interests these parties had in requesting or obtaining the information; and
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
  - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
  - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
  - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.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 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.
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

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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 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 Minnesota Statutes chapter 14 relating to contested cases.

**XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means Executive Director of Business Services and Finance.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

**XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

A. Where to File Complaints

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

B. Content of Complaint

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

**XVIII. WAIVER**

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

The school district may not require such a waiver.

**XIX.**

**ANNUAL NOTIFICATION OF RIGHTS**

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**A. Contents of Notice**

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

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

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

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

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

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

**XX.**

**DESTRUCTION AND RETENTION OF RECORDS**

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

**XXI.**

**COPIES OF POLICY**

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

**Legal References:**

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

**Cross References:**

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
MSBA/MASA Model Policy 520 (Student Surveys)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 722 (Public Data Requests)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)  
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Replacing: Policy 5060  
First Reading: 05.16.2023  
Second Reading:  
Adopted:



## 520 STUDENT SURVEYS

## I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

## II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.

## III. STUDENT SURVEYS IN GENERAL

- A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.
- B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent/guardian for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.
- D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.
- E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

## IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

- A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.
- B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent/guardian, to submit to a survey that reveals information concerning:
  - 1. political affiliations or beliefs of the student or the student's parent/guardian;
  - 2. mental and psychological problems of the student or the student's family;
  - 3. sex behavior or attitudes;
  - 4. illegal, antisocial, self-incriminating, or demeaning behavior;
  - 5. critical appraisals of other individuals with whom respondents have close family relationships;
  - 6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  - 7. religious practices, affiliations, or beliefs of the student or the student's parent/guardian; or
  - 8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.
  - 1. The following policies are to be adopted in consultation with parents/guardians:
    - a. The right of a parent/guardian to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent/guardian's request for reasonable access to such survey within a reasonable period of time after the request is received.  
 "Parent/guardian" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.
    - b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent/guardian of a student to inspect, on request, any such survey.
    - c. The right of a parent/guardian of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent/guardian for such access within a reasonable period of time after the request is received.  
 "Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.
    - d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).

- e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.
  - (1) "Personal information" means individually identifiable information including a student or parent/guardian's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.
  - (2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:
    - (a) college or other post-secondary education recruitment or military;
    - (b) book clubs, magazines, and programs providing access to low cost literary products;
    - (c) curriculum and instructional materials used by elementary and secondary schools;
    - (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;
    - (e) the sale by students of products or services to raise funds for school-related or education-related activities; and
    - (f) student recognition programs.
  - (3) The right of a parent/guardian to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent/guardian for reasonable access to such an instrument within a reasonable period of time after the request is received.
- 2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents/guardians of students enrolled in or served by the school district.
  - a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.
  - b. The notice will provide parents/guardians with an opportunity to opt out of participation in the following activities:
    - (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.
    - (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.
    - (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.  
 "Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.
  - c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.
  - d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental/guardian notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental/guardian notification.

## V. NOTICE

- A. The school district must give parents/guardians and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.
- B. The school district must inform parents/guardians at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents/guardians reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents/guardians direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.
- C. The school district must give parents/guardians the opportunity to review the survey and to opt their students out of participating in the survey.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)  
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
 20 U.S.C. § 1232h (Protection of Pupil Rights)  
 34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)  
*Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)  
*C.N. v. Ridgewood Bd. of Educ.*, 430 F.3d. 159 (3<sup>rd</sup> Cir. 2005)  
*Fields v. Palmdale School Dist.*, 427 F.3d. 1197 (9<sup>th</sup> Cir. 2005)

**Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

**Adopted:** 01-19-2021 ISD 709

## 5085 SCHOOL DISCIPLINE POLICY

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The School Board believes that a self-disciplined citizenry is essential for the maintenance of a free society.

The rights of individual students shall be protected and each student shall be expected to respect the person and rights of all other students, teachers, and other school personnel.

Under no circumstances will vandalism, violence, destructive acts, intimidation, extortion, harassment, malicious disturbances, use of controlled substances, or any other violations of the law be tolerated, condoned, or excused. Immediate steps will be taken to discipline any student involved in such behavior.

Because of its major importance, the complete text of the School District's School Discipline Policy for Elementary and Secondary Schools follows the above policy statement and should be considered as included as School Board Regulation 5085R.

References: MSA 121A.47 - 121A.55

Adopted: 06-10-1975 ISD 709

Revised: 06-14-1983

08-17-1993

01-18-1994

06-20-1995

07-16-1996

07-15-1997

07-21-1998

07-20-1999

07-18-2000

07-17-2001

06-17-2003

07-20-2004

07-19-2005

07-18-2006

07-17-2007

07-15-2014 ISD 709



## 503 STUDENT ATTENDANCE

### I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

### II. GENERAL STATEMENT OF POLICY

#### A. Responsibilities

##### 1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

##### 2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

##### 3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

##### 4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

#### B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

##### 1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
  - (1) Illness.
  - (2) Serious illness in the student's immediate family.
  - (3) A death or funeral in the student's immediate family or of a close friend or relative.
  - (4) Medical, dental, orthodontic or mental health treatment/appointments.
  - (5) Court appearances occasioned by family or personal action.
  - (6) Religious instruction not to exceed three hours in any week.
  - (7) Physical emergency conditions such as fire, flood, storm, etc.
  - (8) Official school field trip or other school-sponsored outing.
  - (9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
  - (10) Family emergencies.
  - (11) Active duty in any military branch of the United States.
  - (12) A student's condition that requires ongoing treatment for a mental health diagnosis.

##### c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

- (2) Students will be allowed 2 days to make-up work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances. **283**

- (3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency, placement in a partial hospitalization program, or placement in a day treatment program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

- a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Absences resulting from accumulated unexcused tardies ( 3 tardies equal one unexcused absence).
- (6) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

- a. Students tardy at the start of school must report to the school office for an admission slip.
- b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness.
- b. Serious illness in the student's immediate family.
- c. A death or funeral in the student's immediate family or of a close friend or relative.
- d. Medical, dental, orthodontic, or mental health treatment.
- e. Court appearances occasioned by family or personal action.
- f. Physical emergency conditions such as fire, flood, storm, etc.
- g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.
3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. **RELIGIOUS OBSERVANCE ACCOMMODATION**

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. **DISSEMINATION OF POLICY**

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. **REQUIRED REPORTING**

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 260A.01 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

**Legal References:**

Minn. Stat. § 120A.05 (Definitions)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 120A.34 (Violations; Penalties)  
Minn. Stat. § 120A.35 (Absence from School for Religious Observance)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 260A.02 (Definitions)  
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565 (1975)  
*Slocum v. Holton Bd. of Educ.*, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
*Campbell v. Bd. of Educ. of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. Sch. Dist. R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Bd. of Educ.*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

**Cross References:**

MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:

Policy 5025

First Reading:

03-22-2016

Adopted:

04-19-2016 ISD 709

## 514 BULLYING PROHIBITION POLICY

### I. PURPOSE

The purpose of this policy is to prohibit bullying behavior and assist the Duluth Public Schools in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

### II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy. The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the conduct and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. "Intimidating, threatening, abusive, or harming conduct" means; but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the Minnesota Human Rights Act (MHRA).

However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

- E. "On Duluth Public Schools property or at school-related functions or on school transportation" means all district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth Public Schools District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the District does not represent that it will provide supervision or assume liability at these locations and events.
- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct.
- H. "Student" means a student enrolled in Duluth Public Schools.
- I. "District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents or persons subject to the supervision and control of the district and its students.

#### IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The District has made available to the reporting party or complainant the use of a report form. Contact the principal, or Duluth Public Schools Website at [isd709.org/families/bullying-harassment](http://isd709.org/families/bullying-harassment) to access bullying report forms. Oral reports shall be considered complaints as well.
- C. The building principal or designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying at the building level. Any person may report bullying or other prohibited conduct directly to the school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made directly with the assistant superintendent or superintendent of the District. Please see our Parent & Student Handbook or Duluth Public Schools Website at [isd709.org](http://isd709.org) for principal and Duluth Public Schools contact information.  
  
The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.
- D. A district employee, volunteer, or contractor shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. District employees who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Duluth Public Schools' obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

#### V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law. When investigating a complaint, the building report taker may take into account the following factors:
  - The developmental ages and maturity levels of the parties involved.
  - The potential for culturally misinterpreting behavior.
  - The levels of harm, surrounding circumstances, and nature of the behavior.
  - Past incidences or past or continuing patterns of behavior.
  - The relationship between the parties involved.
  - The context in which the alleged incidents occurred.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
  - For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
  - For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to

the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:

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- Safety planning
- Student conference(s)
- Working with parents of involved students
- Teaching/reteaching of desired skills or behavior
- Reinforcing desired skills or behaviors
- School disciplinary action (detention, suspension, etc.)
- Connecting students/families to school, district, community resources
- Consideration of a restorative process if all parties are prepared and willing

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.
- G. Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The assistant superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The assistant superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.
- H. When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to Duluth Public Schools contracts.

#### VI. RETALIATION OR REPRISAL

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

#### VII. RECORDS

Information gained when investigating and remediating reports of bullying will be recorded and kept by the building principal or designee. Information regarding the number of reports of bullying and the action taken to resolve the reports will be provided to the Duluth Public Schools climate coordinator by the building principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

#### VIII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with district employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed district employees must receive the training within the first year of their employment with the district or school. The district or a school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances. This policy shall be included in employee handbooks, training materials, and/or publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

The school district shall require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:

1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.
  2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
  3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
  4. Recognizing, responding to and reporting bullying.
  5. Information about the incidence and nature of cyberbullying.
  6. Information about Internet safety issues as they relate to cyberbullying.
  7. Student-staff relationships and initial responses to students making a report.
  8. A review of the district's reporting requirements related to bullying and cyberbullying.
- C. Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
  - D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
  - E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and



other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

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1. Engage all students in creating a safe and supportive school environment;
  2. Partner with parents and other community members to develop and implement prevention and intervention programs;
  3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.
- H. The school district will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

#### IX. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

#### IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

#### Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Model Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. Ch. 124E (Charter Schools)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

#### Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
MSBA/MASA Model Policy 501 (School Weapons Policy)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 507 (Corporal Punishment)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing:  
First Reading:  
**Adopted:**  
First Reading:

Policy 5084  
7/18/2017  
**8/22/2017 ISD709**  
05.16.2023

413 PROHIBITING HARASSMENT AND VIOLENCE

GENERAL STATEMENT OF POLICY

Independent School District 709 (ISD 709) is committed to creating and maintaining a learning and working environment where all individuals are treated with respect and dignity. Every individual has the right to learn/work in an environment free of harassment and violence.

In this school district, harassment and violence, whether verbal, physical, or cyber, which creates a hostile climate, is unacceptable and will not be tolerated. Harassment and violence are unlawful, hurt all people, and have no legitimate educational purpose. Any employee or student who engages in such conduct shall be disciplined as provided by law, District policies, and applicable labor agreements.

Therefore, it is the policy of ISD 709 to maintain a work and learning environment that is free of harassment and violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined in this policy.

Harassment based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute are also forms of discrimination which violate either Section 703 of Title VII of the Civil Rights Act of 1965, as amended, 42 U.S.C. Section 2000e, et seq. and or the Minnesota Human Rights Act, Minnesota Statute Sections 363.01 – 363.20, and may represent a criminal law violation.

Violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute is a physical act of aggression, intimidation, and/or degradation directed toward a person or group of persons because of their membership or perceived membership in a protected group.

It shall be a violation of this policy for any student or school personnel of ISD 709 to harass a pupil or other school personnel through conduct or communication of a sexual nature or regarding: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined by this Policy and Regulation 4015R. (For purposes of this policy, school personnel include: School Board members, administrators, teachers, all other school employees, agents, volunteers, contractors, or other persons subject to the supervision and control of ISD 709.)

It shall be a violation of this policy for any student or school personnel of ISD 709 to inflict, threaten to inflict, or attempt to inflict violence relating to: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as any other forms of violence as defined by this policy upon any pupil or school personnel.

ISD 709 will act with reasonable diligence to take action to investigate, respond, remediate and discipline all complaints, either formal or informal, oral or written, of improper actions or statements which may constitute harassment and violence as defined in this policy and Regulation 4015R. Furthermore, ISD 709 intends to provide support for students identified as the victims of these acts in compliance with Minn. Statute Sections 121A.0695.

A report will be given to the School Board at the regular meeting in July, a summary of the number of harassment complaints, types of complaints and the action taken to resolve the complaint. This will be done without releasing any case specifics, information or personnel data.

For more detailed information on this policy, including definitions for terms used in this policy and the reporting procedures for this policy, please see Regulation 4015R.

Cross References: Resolution 413R (Prohibiting Harassment and Violence)  
Resolution 413.1R (Harassment Complaint Form)

Replacing: Policy 4015  
First Reading: 05-19-2015  
Adopted: 06-16-2015  
**04-19-2016 ISD 709 (Renumbering only)**  
First Reading: 07-19-16  
Second Reading: 8-16-16



## 526 HAZING PROHIBITION

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.
- E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.
- F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.  
  
Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.  
  
Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.  
  
Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.
- G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.
- H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

- A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:
  - 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
  - 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
  - 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
  - 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.
- E. "Student" means a student enrolled in a public school or a charter school.
- F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

### IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

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

#### V. SCHOOL DISTRICT ACTION

- A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.
- C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, restorative practices, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

#### VI. RETALIATION OR REPRISAL

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

#### VII. DISSEMINATION OF POLICY

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

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

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

Replacing: Policy 5083  
First Reading: 01-18-2022  
Second Reading: 02-15-2022  
Adopted: 02-15-2022

# APPENDIX J

## 419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, And ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION <sup>792</sup>

### I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

### II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

### III. DEFINITIONS

- A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

### IV. EXCEPTIONS

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

### V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

### VI. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

### VII. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

**Legal References:** Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)  
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)  
Minn. Stat. § 609.685 (Sale of Tobacco to Children)  
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBAMASA Model Policy 506 (Student Discipline)

Replacing: Policy 1140  
First Reading: 04.26.2022  
Adopted: 05.17.2022

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district’s nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

- A. Payment for lunch is expected at the time the meal served. Parents have three options to put money in their child’s lunch account:
  - 1. Online payments
  - 2. Check sent to the child’s school or Administrative offices
  - 3. Cash sent to the child’s school or Administrative offices
- B. Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student’s first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.
- C. If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- D. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.
- E. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.
- F. Once a meal has been placed on a student’s tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.
- G. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students’ accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students’ names publicly, or affixing stickers, stamps, or pins.

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- D. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student’s participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;
  - 2. students and families who transfer into the school district, at the time of enrollment; and
  - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district’s website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.
- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district’s school meals policy.

**Legal References:** Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)  
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

**Cross References:** None

New Policy:	534
First Reading:	07-18-17
Adopted:	08-22-17
First Reading:	11-15-22
Second Reading:	12-20-22
Adopted:	12-20-22

## Statewide Assessments:

### Parent/Guardian Participation Guide and Refusal Information

Your student's participation in statewide assessments is important as it allows your school and district to ensure all students have access to a high-quality education. In the past, students with disabilities and English learners were often excluded from statewide assessments. By requiring that all students take statewide assessments, schools and teachers have more information to see how all students are doing. This helps schools to continuously improve the education they provide and to identify groups, grades, or subjects that may need additional support.

#### Assessments Connect to Standards

Statewide assessments are based on the [Minnesota Academic Standards](#) or the [WIDA English Language Development Standards](#). These standards define the knowledge and skills students should be learning in K–12 public and charter schools. Minnesota prioritizes high-quality education, and statewide assessments gives educators and leaders an opportunity to evaluate student and school success.

#### Minnesota Comprehensive Assessments (MCA) and Minnesota Test of Academic Skills (MTAS)

MCA and MTAS are the annual assessments in reading, mathematics and science that measure a snapshot of student learning of the Minnesota K–12 Academic Standards.

#### ACCESS and Alternate ACCESS for English Learners

The ACCESS and Alternate ACCESS are the annual assessments for English learners that provide information about their progress in learning academic English based on the WIDA English Language Development Standards.

### Statewide Assessments Help Families and Students

Participating in statewide assessments helps families see a snapshot of their student's learning so they can advocate for their success in school. High school students can use MCA results:

- For course placement at a Minnesota State college or university. If students receive a college-ready score, they may not need to take a remedial, noncredit course for that subject.
- For Postsecondary Enrollment Options (PSEO) and College in the Schools programs.

English learners who take the ACCESS or Alternate ACCESS and meet certain requirements have the opportunity to exit from English learner programs.

### Taking Statewide Assessments Helps Your Student's School

Statewide assessments provide information to your school and district about how all students are engaging with the content they learn in school. This information helps:

- Educators evaluate their instructional materials.
- Schools and districts identify inequities between groups, explore root causes and implement supports.
- School and district leaders make decisions about how to use money and resources to support all students.

### Student Participation in Statewide Assessments

Student participation in state and locally required assessments is a parent/guardian choice. If you choose to have your student not participate in a statewide assessment, please provide a reason for your decision on the form. Contact your student's school to learn more about locally required assessments.

## Consequences of Not Participating in Statewide Assessments

- The student will not receive an individual score. For ACCESS and Alternate ACCESS, the student would not have the opportunity to exit their English learner program.
- School and district assessment results will be incomplete, making it more difficult to have an accurate picture of student learning.
- Since all eligible students are included in some calculations even when they do not participate, school and district accountability results are impacted. This may affect the school's ability to be identified for support or recognized for success.

Explore the  
Statewide  
Testing page  
for more  
information.

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[education.mn.gov > Students and Families > Programs and Initiatives > Statewide Testing](https://education.mn.gov/Students-and-Families/Programs-and-Initiatives/Statewide-Testing)

Check with your local school or district to see if there are any other consequences for not participating.

### Additional Information

- On average, students spend less than 1 percent of instructional time taking statewide assessments each year.
- Minnesota statutes limit the total amount of time students can spend taking other district- or school-wide assessments to 11 hours or less each school year, depending on the grade.
- School districts and charter schools are required to publish an assessment calendar on their website by the beginning of each school year. Refer to your district or charter school's website for more information on assessments.

(Note: This form is only applicable for the 20\_\_\_\_ to 20\_\_\_\_ school year.)



By completing this form, you are acknowledging that your student will not participate in statewide assessments and will not receive individual assessment results. This form must be returned to your student's school before the applicable test administration.

## Statewide Assessment: Parent/Guardian Decision Not to Participate

### Student Information

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Current Grade in School: \_\_\_\_\_

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

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Refusal: \_\_\_\_\_

Please indicate the statewide assessment(s) you are opting the student out of this school year:

☐

MCA/MTAS Reading

☐

MCA/MTAS Science

☐

MCA/MTAS Mathematics

☐

ACCESS/Alternate ACCESS

Contact your school or district for more information on how to opt out of local assessments.

Updated April 21, 2022

# ISD 709 DULUTH FUTURE FINANCIAL PLANNING JUNE 15, 2023

PREPARED BY: MICHAEL HOHEISEL

MATT RANTAPAA

SAM HYLLE

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**Duluth**  
Public Schools



## LAST SESSION REMINDER



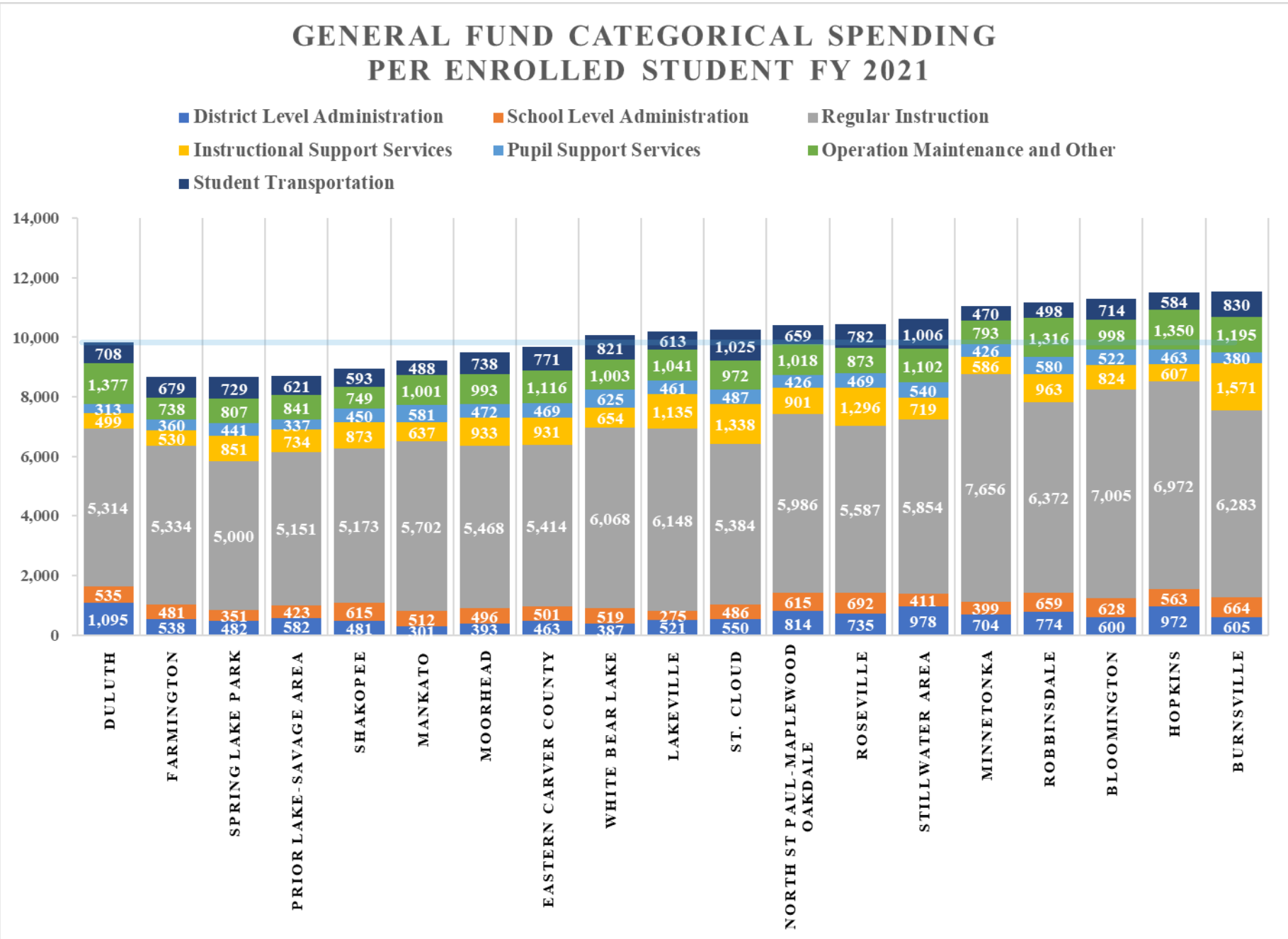
WE NOT ONLY FOCUSED ON DULUTH BUT COMPARABLE DISTRICTS AS WELL



THE NEXT SLIDE IS INCLUDED AS REMINDER OF ONE OF THOSE SLIDES



# MN School Districts with Similar Enrollment as Duluth Public Schools



Note – The Blue Line Indicates the general fund spending in 7 comparable categories per pupil in ISD 709. 7 out of the 19 districts are below Duluth

## FOCUS ON DULUTH PUBLIC SCHOOLS



FOCUS COMPLETELY ON ISD 709



THE REMAINDER OF THE SLIDES ARE ABOUT YOU – ISD 709

# AVERAGE DAILY MEMBERSHIP (ADM)

308

Grade	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
K (total) + EC	833.29	785.96	724.76	729.81	819.79	797.02	830.04	737.24	756.32
1	652.69	704.31	647.13	636.59	602.43	644.98	641.06	588.40	614.82
2	653.92	628.66	673.36	622.13	617.88	591.03	637.68	574.16	597.78
3	650.09	630.00	606.88	662.99	624.05	597.55	572.54	597.62	590.84
4	599.45	630.27	593.91	582.37	646.85	620.48	589.52	507.84	605.84
5	611.12	581.88	605.06	586.63	570.25	621.52	619.65	540.73	516.78
6	507.52	557.25	545.60	551.39	572.48	571.29	610.70	542.05	561.90
7	633.93	526.02	555.44	567.26	579.71	584.07	589.04	581.07	593.59
8	554.58	611.60	547.75	551.08	586.18	576.26	622.87	555.74	587.95
9	639.75	681.65	694.90	647.17	668.14	707.65	697.70	695.44	658.15
10	699.47	634.01	670.54	696.38	634.02	660.50	711.16	650.09	690.45
11	636.78	674.09	602.20	619.99	664.72	609.90	646.82	672.61	638.94
12	680.42	634.81	647.49	612.03	628.87	646.91	602.23	621.11	669.75
<b>Total ADM</b>	<b>8,353.01</b>	<b>8,280.51</b>	<b>8,115.02</b>	<b>8,065.82</b>	<b>8,215.37</b>	<b>8,229.16</b>	<b>8,371.01</b>	<b>7,864.10</b>	<b>8,083.11</b>
Elementary ADM 1-6	3,674.79	3,732.37	3,671.94	3,642.10	3,633.94	3,646.85	3,671.15	3,350.80	3,487.96
Secondary ADM 7-12	3,844.93	3,762.18	3,718.32	3,693.91	3,761.64	3,785.29	3,869.82	3,776.06	3,838.83
Total Adjusted Pupil Units	9,122.00	9,032.95	8,858.68	8,804.60	8,967.70	8,986.22	9,144.97	8,619.31	8,850.88

## HISTORICAL ENROLLMENT INFORMATION

## ISD 709 STATISTICAL ENROLLMENT INFORMATION – FALL 2022 DATA

- Please note, the Open Enroll IN and OUT figures below just reflect the back and forth between Public School Systems only

All Grade Enrollment	8,554.00		All Grade Enrollment	8,554.00	
Female Enrollment	4,234.00	49.50%	Non White Enrollment	1,923.00	22.48%
Male Enrollment	4,320.00	50.50%	White Enrollment	6,631.00	77.52%
Eligible for Free/Reduced Meals	3,674.00	42.95%	English Learner Count	57.00	0.67%
Students Experiencing Homelessness	91.00	1.06%	Students Rec. Special Ed Services	1,772.00	20.72%
Open Enrolled <b>IN</b> Students	167.00		Open Enrolled <b>OUT</b> Students	828.00	
Count of # Districts sending District Open Enrollees	22.00		Count of # Districts receiving District Open Enrollees	19.00	
<b>OPEN ENROLLMENT NET DIFFERENCE (GAIN / <b>LOSS</b>)</b>					<b>(661.00)</b>

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
<b>RESIDENT ADM</b>	10,436	10,432	10,340	10,401	10,540	10,494	10,540	9,991	10,130
<b>ENROLLMENT OPTIONS OUT TO ALL EDUCATION ENTITIES</b>	2,205	2,270	2,359	2,486	2,492	2,422	2,343	2,301	2,230
<b>CAPTURE RATE (% of RESIDENTS SERVED)</b>	78.87%	78.24%	77.19%	76.10%	76.36%	76.92%	77.77%	76.98%	77.99%

## WHAT IS THE DISTRICT'S HISTORICAL CAPTURE RATE?

- Capture rate focuses solely on the number of resident students the District is educating or paying tuition for to educate within their system

## TAX BASE HISTORY

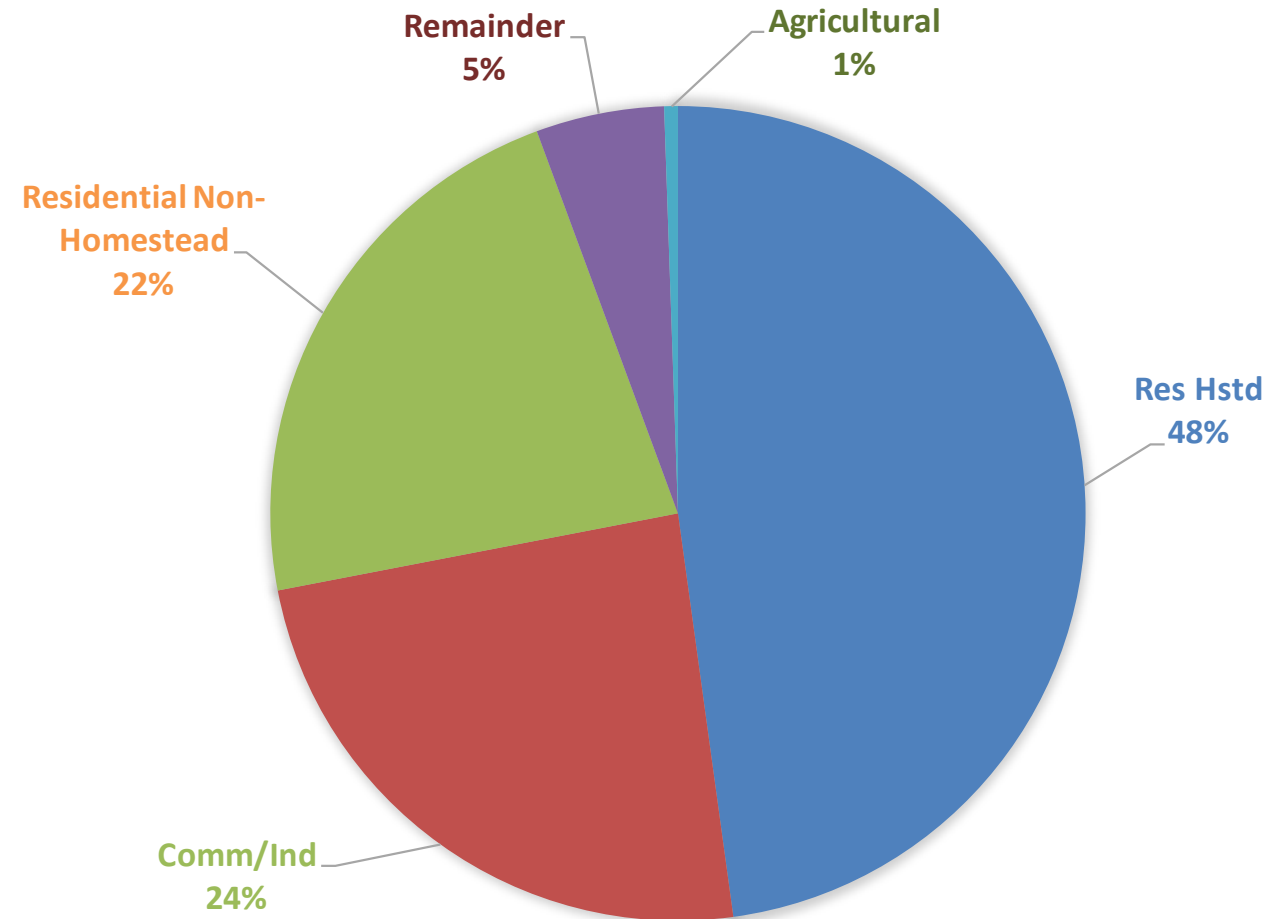
- **RMV – Referendum Market Value** – Market value of all taxable property in a district excluding seasonal rec and ag land beyond dwelling value (house, garage and one-acre) of property (four school levies are spread on this tax base including voter approved operating, local optional, equity and transition)
- **NTC – Net Tax Capacity** – Market value times class rates (most school levies are spread over this amount to determine tax rate)

	Referendum Market Value (RMV)	RMV % Change from Previous Year	Net Tax Capacity Value (NTC)	NTC % Change from Previous Year
				383
<b>Final Pay 2023</b>	9,970,451,057	15.652%	112,874,293	15.695%
<b>Final Pay 2022</b>	8,621,046,488	5.020%	97,562,108	4.894%
<b>Final Pay 2021</b>	8,208,989,331	4.420%	93,009,780	5.424%
<b>Final Pay 2020</b>	7,861,546,141	5.796%	88,224,893	5.735%
<b>Final Pay 2019</b>	7,430,848,653	4.865%	83,439,718	5.087%
<b>Final Pay 2018</b>	7,086,106,061	5.030%	79,400,393	4.609%
<b>Final Pay 2017</b>	6,746,712,710	4.029%	75,901,967	4.741%
<b>Final Pay 2016</b>	6,485,412,360	3.365%	72,466,411	4.942%
<b>Final Pay 2015</b>	6,274,290,486	2.338%	69,053,594	2.615%
<b>Final Pay 2014</b>	6,130,955,276	1.969%	67,293,718	2.583%
<b>Final Pay 2013</b>	6,012,560,140	-1.641%	65,599,036	-1.555%
<b>Final Pay 2012</b>	6,112,867,250		66,635,215	
<b>11-Year Average Change</b>		4.622%		4.979%
<b>Five-Year Average Change</b>		7.151%		7.367%
<b>Three-Year Average Change</b>		8.364%		8.671%

# FINAL PAY 2023 TAX BASE COMPOSITION

**SOURCE: MN  
DOR PRISM**

ISD 709 DULUTH TAX BASE COMPOSITION - FINAL PAY 2023



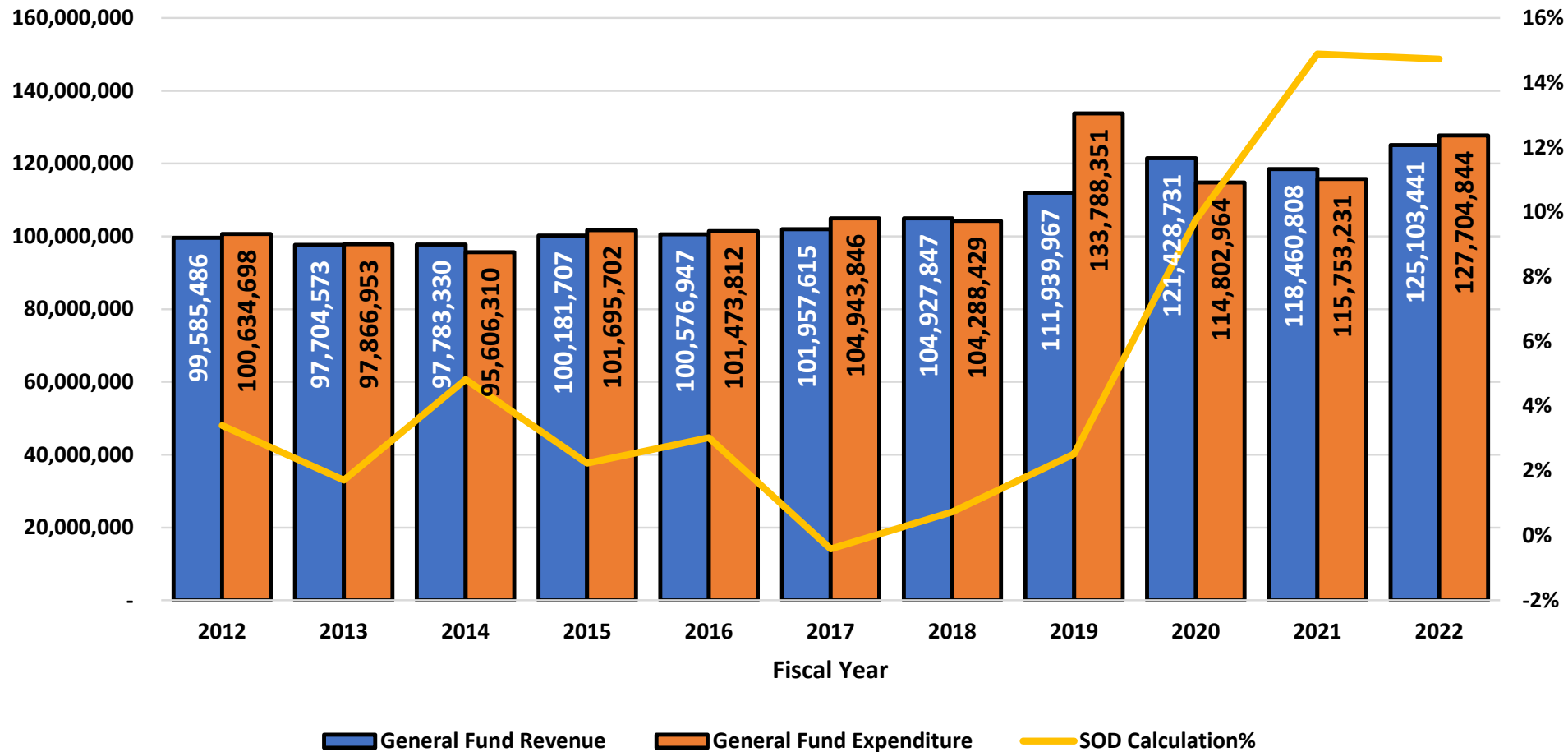
		Taxes Payable 2017	Taxes Payable 2018	Taxes Payable 2019	Taxes Payable 2020	Taxes Payable 2021	Taxes Payable 2022	Taxes Payable 2023
RMV Tax Rate		0.10835%	0.09780%	0.15481%	0.15286%	0.15304%	0.14166%	0.12400%
NTC Total Tax Rate		32.28600%	31.19400%	33.95800%	31.81900%	30.21200%	31.64400%	27.99200%
NTC VA and Other DS Tax Rate Portion Only		0.00000%	23.00700%	25.07200%	23.81900%	23.52800%	22.75700%	23.01900%
NTC Tax Rate Remainder		32.28600%	8.18700%	8.88600%	8.00000%	6.68400%	8.88700%	4.97300%
		Taxes Payable 2017	Taxes Payable 2018	Taxes Payable 2019	Taxes Payable 2020	Taxes Payable 2021	Taxes Payable 2022	Taxes Payable 2023
Property Type	Estimated Market Value							
~ Homestead Residential	100,000	340.16	321.77	398.63	381.32	369.96	368.86	324.98
~ Homestead Residential	150,000	570.30	540.68	661.10	631.16	611.14	612.15	539.54
~ Homestead Residential	161,100	621.39	589.28	719.38	686.63	664.68	666.17	587.17
~ Homestead Residential	200,000	800.43	759.59	923.58	881.01	852.31	855.44	754.10
~ Homestead Residential	250,000	1,030.56	978.49	1,186.06	1,130.85	1,093.49	1,098.73	968.65
~ Homestead Residential	300,000	1,260.70	1,197.40	1,448.53	1,380.69	1,334.66	1,342.02	1,183.21
~ Homestead Residential	500,000	2,156.05	2,048.70	2,471.95	2,355.25	2,275.80	2,290.50	2,019.60
~ Commercial / Industrial	250,000	1,643.03	1,570.25	1,830.24	1,734.46	1,666.61	1,699.02	1,499.66
~ Commercial / Industrial	500,000	3,528.21	3,374.45	3,915.17	3,707.56	3,559.81	3,635.37	3,209.26
~ Commercial / Industrial	500,000	3,528.21	3,374.45	3,915.17	3,707.56	3,559.81	3,635.37	3,209.26

## ISD 709 – SCHOOL PORTION HISTORY OF TAXES



# REVENUE, EXPENDITURE, AND FUND BALANCE HISTORY

General Fund Revenue, Expenditure, and MDE SOD% Calculation



Data  
compiled  
from audited  
UFARS MDE  
compliance  
reporting  
portal

# PANDEMIC NOT ONLY FORCED BUT ALLOWED FUNDING OF DISTRICT TECHNOLOGY EXPENDITURES TO INCREASE

Program Category		(Multiple Items)			
Sum of tot_amt		Column Labels			
Row Labels		18-19	19-20	20-21	21-22
380 Computer and Technology Related Hardware Rental		28,500.00	30,100.00	30,000.00	31,120.00
405 Non-Instructional Computer Software and Software Licensing		563,576.52	705,791.91	653,412.41	891,218.63
406 Instructional Software License Agreements				465,405.94	639,238.15
455 Non-Instructional Technology Supplies				83,077.26	1,123.54
456 Instructional Technology Supplies			617.84	96,935.92	
465 Non-Instructional Technology Devices			948.29	563,661.62	
466 Instructional Technology Devices			4,711.05	1,740,598.74	685,735.88
<b>Grand Total</b>		<b>592,076.52</b>	<b>742,169.09</b>	<b>3,633,091.89</b>	<b>2,248,436.20</b>

# PLEASE NOTE 95% OF THESE TECHNOLOGY EXPENDITURES WERE CODED TO DISTRICT LEVEL ADMINISTRATION

fun num

1

Sum of tot\_amt

Column Labels

Row Labels	District Level Administration	Instructional Support Services	Operation Maintenance and Other	Regular Instruction	School Level Administration	Student Transportation	Grand Total
<b>18-19</b>	<b>523,300.25</b>	<b>36,940.30</b>	<b>22,807.54</b>	<b>1,145.00</b>	<b>639.00</b>	<b>7,244.43</b>	<b>592,076.52</b>
380 Computer and Technology Related Hardware Rental	28,500.00						28,500.00
405 Non-Instructional Computer Software and Software Licensing	494,800.25	36,940.30	22,807.54	1,145.00	639.00	7,244.43	563,576.52
<b>19-20</b>	<b>649,801.91</b>	<b>48,314.27</b>	<b>30,069.80</b>	<b>6,009.34</b>	<b>439.56</b>	<b>7,534.21</b>	<b>742,169.09</b>
380 Computer and Technology Related Hardware Rental	30,100.00						30,100.00
405 Non-Instructional Computer Software and Software Licensing	619,701.91	47,696.43	30,069.80	350.00	439.56	7,534.21	705,791.91
456 Instructional Technology Supplies		617.84					617.84
465 Non-Instructional Technology Devices				948.29			948.29
466 Instructional Technology Devices				4,711.05			4,711.05
<b>20-21</b>	<b>3,470,806.13</b>	<b>25,199.32</b>	<b>32,028.23</b>	<b>19,765.71</b>	<b>2,851.55</b>	<b>82,440.95</b>	<b>3,633,091.89</b>
380 Computer and Technology Related Hardware Rental	30,000.00						30,000.00
405 Non-Instructional Computer Software and Software Licensing	610,916.58	9,339.69	17,157.51	325.15	1,112.55	14,560.93	653,412.41
406 Instructional Software License Agreements	444,411.04	1,604.08		17,291.82	2,099.00		465,405.94
455 Non-Instructional Technology Supplies	326.52		14,870.72			67,880.02	83,077.26
456 Instructional Technology Supplies	84,085.37	12,050.55		800.00			96,935.92
465 Non-Instructional Technology Devices	561,456.62	2,205.00					563,661.62
466 Instructional Technology Devices	1,739,610.00			1,348.74	(360.00)		1,740,598.74
<b>21-22</b>	<b>2,237,688.66</b>	<b>5,000.00</b>		<b>4,624.00</b>	<b>1,123.54</b>		<b>2,248,436.20</b>
380 Computer and Technology Related Hardware Rental	31,120.00						31,120.00
405 Non-Instructional Computer Software and Software Licensing	885,788.63	5,000.00		430.00			891,218.63
406 Instructional Software License Agreements	635,044.15			4,194.00			639,238.15
455 Non-Instructional Technology Supplies					1,123.54		1,123.54
466 Instructional Technology Devices	685,735.88						685,735.88

## WHY DOES THIS MATTER?

- PUBLIC PERCEPTION - may be skewed if looking at MDE MN report card data and not knowing whole story
- REAL STORY - Most resources were put into the classroom if looking at Instruction Regular, Instructions Support and Pupil Unit Services knowing District Level Admin was funding technology

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Fiscal Year	Categorical Expenditures Per Enrollee				
	2018	2019	2020	2021	2022
District Level Admin	508	640	636	1,095	1,171
School Admin	479	488	493	535	522
Instruction Regular	4,842	5,040	4,781	5,314	6,039
Instructional Support	478	491	491	499	535
Pupil Support Services	259	302	285	313	389
Operation Maintenance	899	793	723	1,377	820
Transportation	<u>702</u>	<u>721</u>	<u>712</u>	<u>708</u>	<u>793</u>
TOTAL	8,166	8,476	8,121	9,840	10,269
District Enrollment	8,542	8,461	8,896	8,358	8,487
Total Category Expenses	69,752,033.25	71,710,095.19	72,243,349.77	82,241,039.61	87,152,059.49
% Change from Previous Year		2.81%	0.74%	13.84%	5.97%

# CURRENT YEAR BUDGET AND FORECAST (LAST UPDATE 5/31/23)

Fiscal Year	2023	2024	2025	2026	2027	2028
Adj. PU per LLC	8,656.40	8,738.33				
Budget for Adj. PU	8,744.40	8,772.24	8,728.37	8,726.09	8,730.65	8,693.88
Variance	88.00	33.91				
General Fund Revenues	139,379,750.92	136,022,816.92	129,269,129.86	131,409,917.26	134,275,578.75	134,091,180.82
Change		(3,356,934.00)	(6,753,687.06)	2,140,787.40	2,865,661.49	(184,397.93)
% Change		-2.41%	-4.97%	1.66%	2.18%	-0.14%
General Fund Expenditures	130,742,828.05	134,858,494.30	132,451,407.65	136,505,800.98	140,023,872.22	143,731,729.29
Change		4,115,666.25	(2,407,086.65)	4,054,393.33	3,518,071.24	3,707,857.07
% Change		3.15%	-1.78%	3.06%	2.58%	2.65%
Fiscal Year	2023	2024	2025	2026	2027	2028
Beg. Fund Balance	21,612,547.00	30,249,469.87	31,413,792.49	28,231,514.70	23,135,630.98	17,387,337.51
Rev. vs. Exp.	8,636,922.87	1,164,322.62	(3,182,277.79)	(5,095,883.72)	(5,748,293.47)	(9,640,548.47)
End Fund Balance	30,249,469.87	31,413,792.49	28,231,514.70	23,135,630.98	17,387,337.51	7,746,789.04
Unassigned Portion of Fund Bal.	17,890,319.00	17,890,319.00	14,023,343.00	8,154,976.00	2,286,186.00	0.00
SOD Fund Balance % of Exp.	12.84%	13.15%	10.85%	6.21%	1.70%	0.00%
Fund Balance % of Exp.	23.14%	23.29%	21.31%	16.95%	12.42%	5.39%

SOD Statute is based on unassigned balance of -2.5% or worse

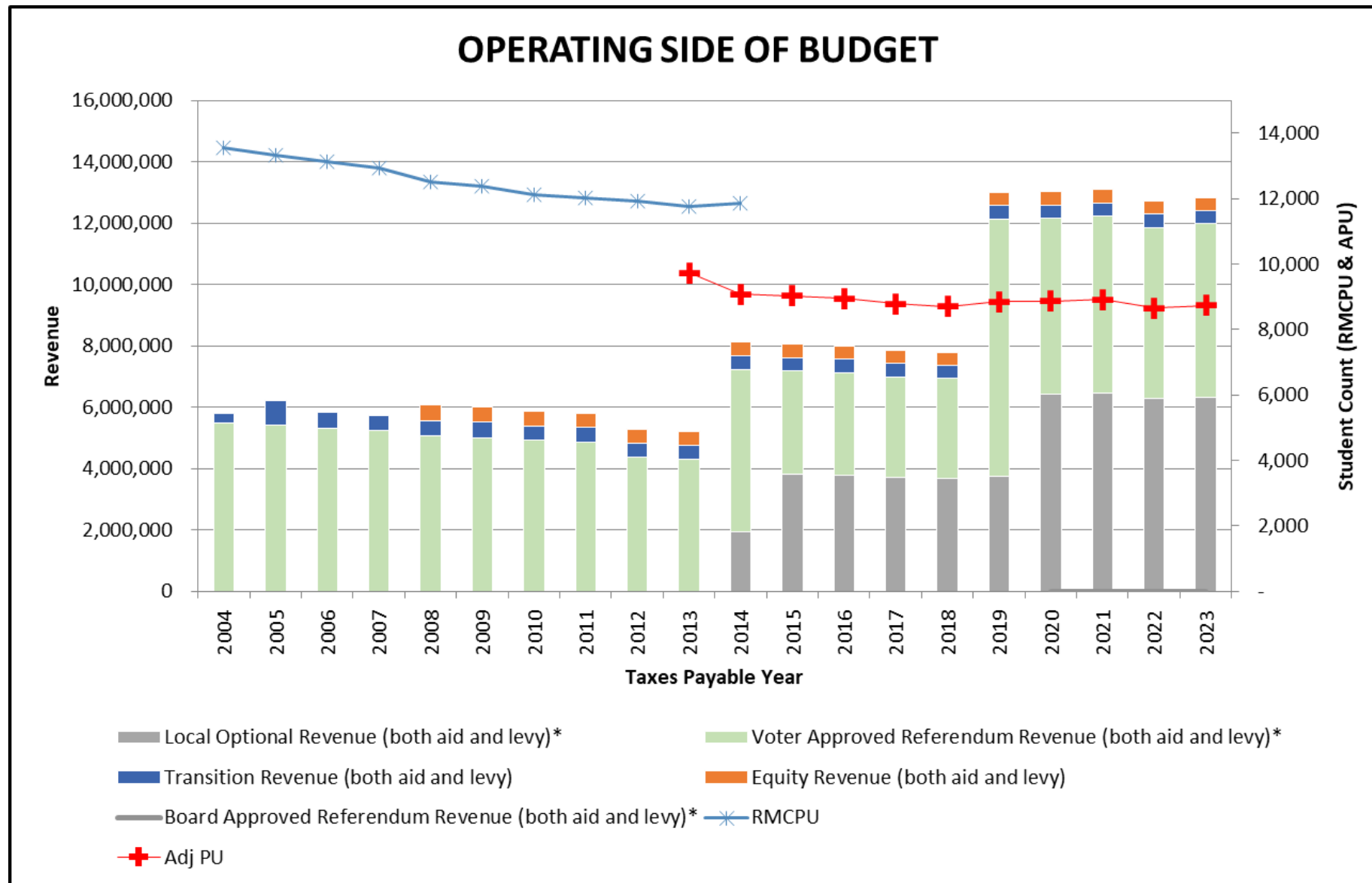
**Estimated shortfall for FY 25-28 is \$23,667,003.45 or \$5.9MM per year for 4 years**

## FUTURE DEFICIT SPENDING

- Why is the district projected to deficit spending in the previous slide?
  - Federal pandemic funds are no longer available
  - Strategic plan initiatives
  - Technology initiatives

# ISD 709 – HISTORY OF RMV (REFERENDUM MARKET VALUE) REVENUE

390



# OPERATING LEVY HISTORY

## ISD 709 Operating Referendum Results, 1991 to 2022

Year Held	Start Pay	Net \$/PU	# Years	Pass? Yes=1 No=0	# Yes Votes	# No Votes
1993	1994	345.03	4	1	Missing	Missing
1997	1998	315.00	5	1	12,347	5,468
2001	2002	425.00	5	0	13,409	16,810
2003	2004	365.60	5	1	16,285	14,021
2008	2009	500.00	5	0	15,875	35,430
2008	2009	365.60	5	1	35,196	17,326
2008	2009	334.40	5	0	23,760	28,363
2011	2012	284.77	5	0	9,865	12,504
2011	2012	122.70	5	0	8,323	13,969
2011	2012	98.15	5	0	7,574	14,662
2013	2014	595.78	5	1	12,676	6,627
2013	2014	200.00	5	1	9,781	9,445
2018	2019	371.78	10	1	32,248	12,314
2018	2019	575.00	10	1	23,805	20,346
2018	2019	335.00	10	0	21,387	22,575




Select district

709 <-- Enter District Number (1.2 for Minneapolis)

0709-01 Duluth

Phase Out Report With 2021 Elections



DEPARTMENT OF EDUCATION

CPI updated for September 30, 2021

Authority After 2021 Elections (see detail below)	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	-
Elections Before 2019	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
(1) Authority without CPI	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	646.78	-

# REFERENDUM PHASEOUT REPORT

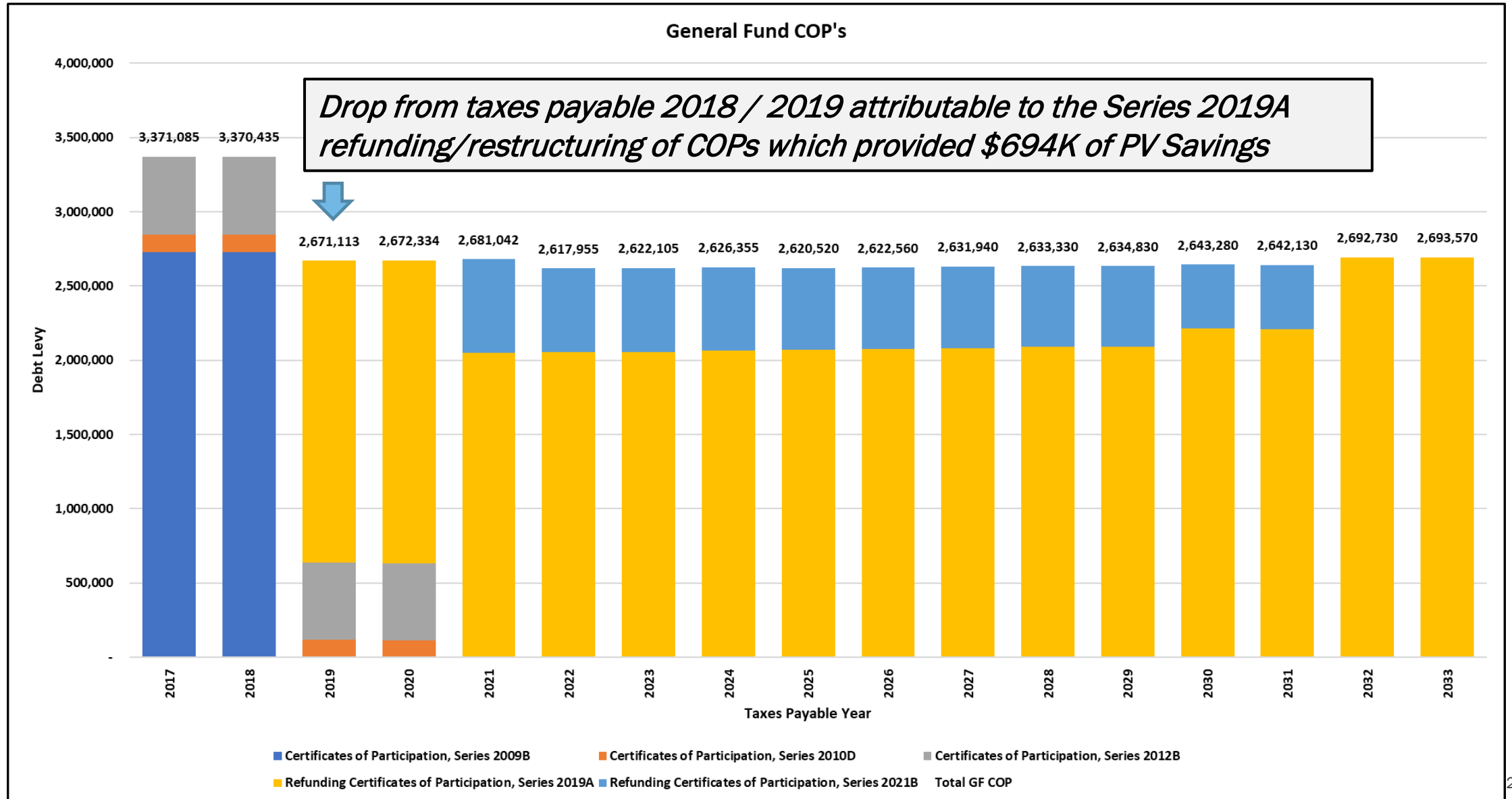
- For taxes payable 2023, this \$646.78/APU of operating levy authority generated \$5,651,777.08 in revenue
- Last year of collection for current operating levy authority is taxes payable 2028/ FY 2029
- Next available referendum date: November 7, 2023, for regular ballot
- Commencing revenue in taxes payable 2024 requires revoke / replace ballot language which will have disclaimer as follows: "BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE. PASSAGE OF THIS REFERENDUM WILL RESULT IN AN INCREASE IN YOUR PROPERTY TAXES."

# FUNDING THE \$5,916,810.63 GAP – TWO OPTIONS

Property Type	Estimated Market Value	Voter-Approved Operating Levy Only Change of \$677.11 per PU		5.242% Voter-Approved Capital Project Levy Only	
		Est. Annual Impact	Est. Monthly Impact	Est. Annual Impact	Est. Monthly Impact
Homestead Residential	150,000	89.01	7.42	66.21	5.52
	200,000	118.69	9.89	94.77	7.90
	300,000	178.03	14.84	151.91	12.66
Commercial / Industrial	150,000	89.01	7.42	117.94	9.83
	200,000	118.69	9.89	170.36	14.20
	300,000	178.03	14.84	275.20	22.93
Apartments	150,000	89.01	7.42	98.29	8.19
	200,000	118.69	9.89	131.05	10.92
	300,000	178.03	14.84	196.57	16.38

# ISD 709 – HISTORY OF DEBT IMPACTING OPERATIONS

396



# FUNDING THE \$5,916,810.63 GAP – TWO MORE OPTIONS

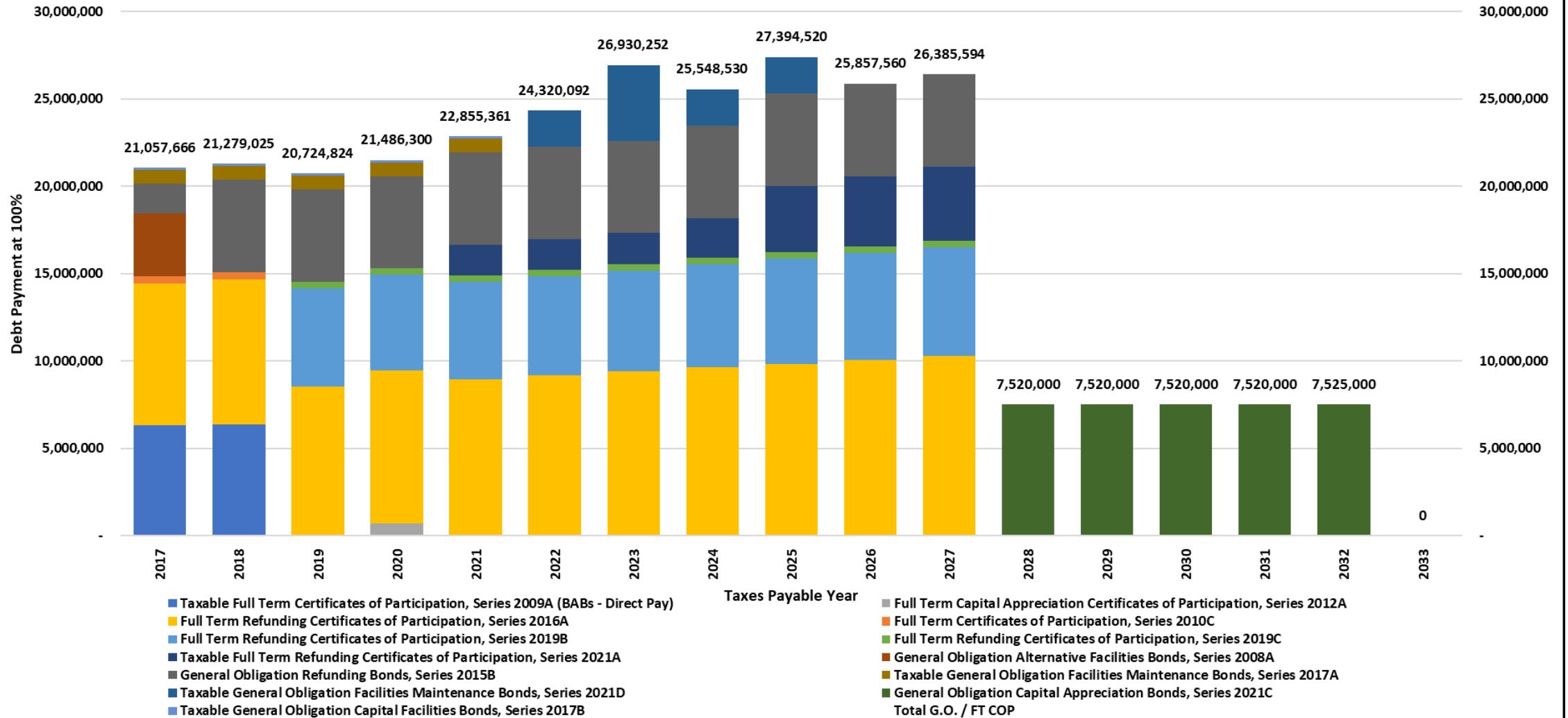
Property Type	Estimated Market Value	Voter-Approved Operating Levy Change of \$376.55 plus Level Savings Refinance of General Fund COP		2.915% Voter-Approved Capital Project Levy plus Level Savings Refinance of General Fund COP	
		Est. Annual Impact	Est. Monthly Impact	Est. Annual Impact	Est. Monthly Impact
Homestead Residential	150,000	83.52	6.96	70.84	5.90
	200,000	114.70	9.56	101.40	8.45
	300,000	177.06	14.75	162.54	13.54
Commercial / Industrial	150,000	110.10	9.18	126.19	10.52
	200,000	153.54	12.80	182.28	15.19
	300,000	240.41	20.03	294.45	24.54
Apartments	150,000	100.00	8.33	105.16	8.76
	200,000	133.34	11.11	140.22	11.68
	300,000	200.01	16.67	210.32	17.53

*By refinancing the General Fund Certificates of Participation, it frees up \$2,626,355 of general fund operating dollars*

# ISD 709 – HISTORY OF DEBT IMPACTING THE LEVY

398

Debt Levy Side of Budget



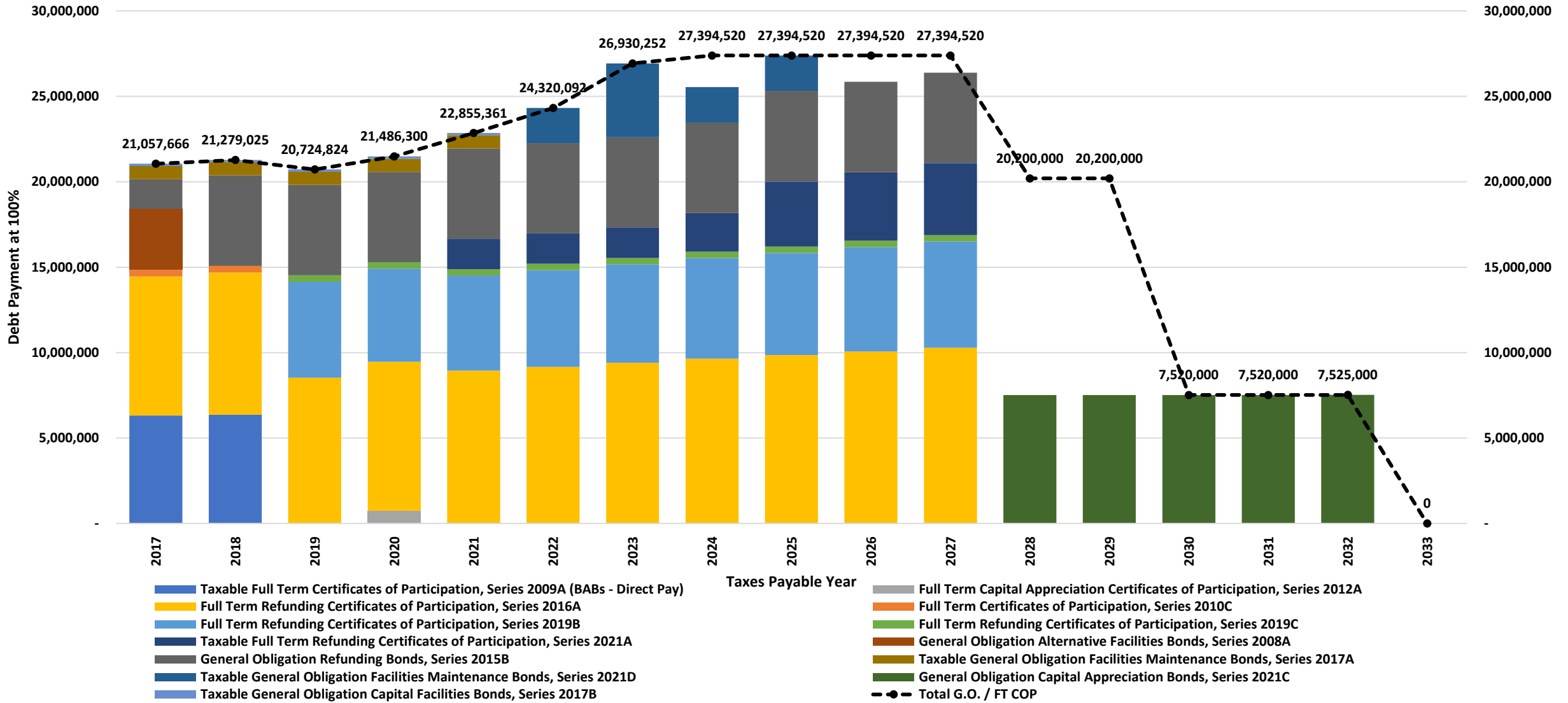
## FUNDING THE \$5,916,810.63 GAP – TWO MORE OPTIONS

Property Type	Estimated Market Value	Voter-Approved Operating Levy Change of \$376.55 plus Structured Payment Refinance of General Fund COP		2.915% Voter-Approved Capital Project Levy plus Structured Payment Refinance of General Fund COP	
		Est. Annual Impact	Est. Monthly Impact	Est. Annual Impact	Est. Monthly Impact
Homestead Residential	150,000	54.95	4.58	42.27	3.52
	200,000	73.81	6.15	60.51	5.04
	300,000	111.52	9.29	97.00	8.08
Commercial / Industrial	150,000	59.22	4.93	75.31	6.28
	200,000	80.04	6.67	108.78	9.06
	300,000	121.67	10.14	175.72	14.64
Apartments	150,000	57.60	4.80	62.76	5.23
	200,000	76.80	6.40	83.67	6.97
	300,000	115.20	9.60	125.51	10.46

*By refinancing the General Fund Certificates of Participation, it frees up \$2,626,355 of general fund operating dollars*



# Debt Levy Side of Budget



# TAX IMPACT OPTION SUMMARY – ANNUAL IMPACT ONLY

Property Type	Estimated Market Value	Op Levy Only	Cap Proj Levy Only	Op Levy + Level Refi	Cap Proj Levy + Level Refi	Op Levy + Struc Refi	Cap Proj Levy + Struc Refi
Homestead Residential	150,000	89.01	66.21	83.52	70.84	54.95	42.27
	200,000	118.69	94.77	114.70	101.40	73.81	60.51
	300,000	178.03	151.91	177.06	162.54	111.52	97.00
Commercial / Industrial	150,000	89.01	117.94	110.10	126.19	59.22	75.31
	200,000	118.69	170.36	153.54	182.28	80.04	108.78
	300,000	178.03	275.20	240.41	294.45	121.67	175.72
Apartments	150,000	89.01	98.29	100.00	105.16	57.60	62.76
	200,000	118.69	131.05	133.34	140.22	76.80	83.67
	300,000	178.03	196.57	200.01	210.32	115.20	125.51

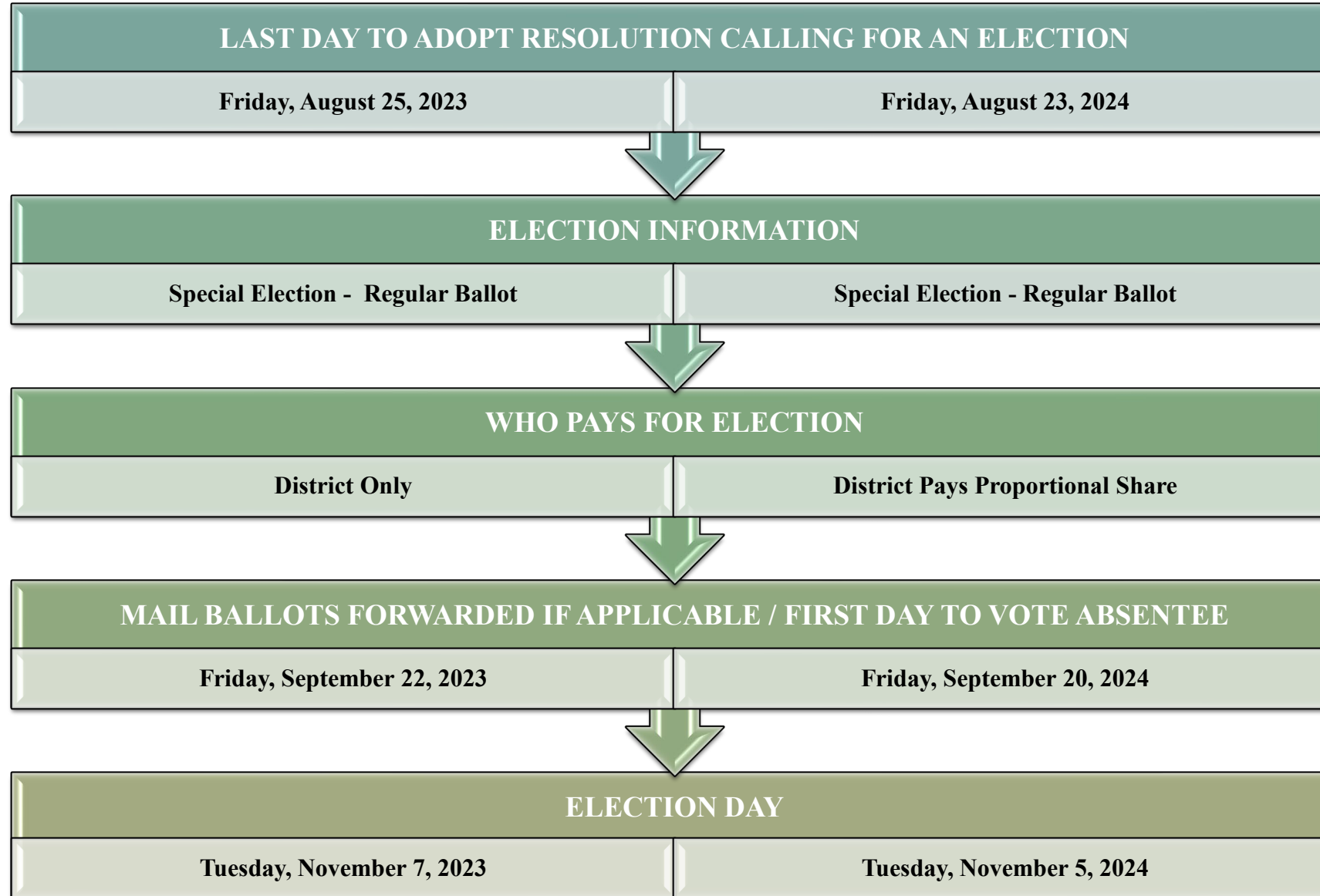




**PLAN DEVELOPMENT/FURTHER COMMUNICATING WITHIN  
OUR ORGANIZATION**

# KEY OPERATING LEVY ELECTION DATES – 2023 AND 2024

3201



**Based on District's financial status (not in SOD), the District can only ask for a voter approved operating referendum from voters once a calendar year. If the voter approved request is not held on the November general election date, it must be by mail ballot.**

**Pros of a 2023 Election:**

- Statistically better passage rate in odd years
- Avoid November 2024 General Election

## IS A REVIEW AND COMMENT FOR THE BOND REFI. NECESSARY?

- Yes!
- AND note legislative change to review and comment publication period shown to the right which occurred this year with the 2023 Legislative Session
- Based on this legislative change, review and comment would need to be submitted to MDE by late June / early July to allow appropriate time for MDE review (maximum of 60 days).

3.7 Sec. 3. Minnesota Statutes 2022, section 123B.71, subdivision 12, is amended to read:

3.8 Subd. 12. **Publication.** (a) At least ~~20~~ 48 days but not more than 60 days before a  
 3.9 referendum for bonds or solicitation of bids for a project that has received a positive or  
 3.10 unfavorable review and comment under section 123B.70, the school board shall publish a  
 3.11 summary of the commissioner's review and comment of that project in the legal newspaper  
 3.12 of the district. The school board must hold a public meeting to discuss the commissioner's  
 3.13 review and comment before the referendum for bonds. Supplementary information shall be  
 3.14 available to the public.

3.15 (b) The publication requirement in paragraph (a) does not apply to alternative facilities  
 3.16 projects approved under section 123B.595.

3.17 **EFFECTIVE DATE.** This section is effective for elections conducted on or after August

3.18 9, 2023.



Provide a history of District operating revenue and operating election results



Prepare an interactive document for District use to help determine revenue generated by such options as Straight Renewal or Renewal plus new amount



Baird coordinates with legal counsel to provide resolution calling for election at future School Board meeting



Base Package cost of \$1,000 which includes two on-site meetings with District



- Baird provides website tax calculator for every specific parcel \$1,000
- Election notice printing and mailing - \$1,000 plus the costs incurred by Baird from the County, Print Shop and Mailing Service
- Informational Post Card printing and mailing - \$1,000 plus the costs incurred by Baird from the County, Print Shop and Mailing Service
- Additional meetings beyond the two meetings included in base package will be invoiced at \$500 per meeting.

## BAIRD'S SERVICE PACKAGE OPERATING LEVY REFERENDUM ASSISTANCE



**FURTHER THOUGHTS /  
QUESTIONS /  
STATEMENTS?**

**Policy Committee Meeting**  
Duluth Public Schools, ISD 709  
Agenda  
Thursday, June 15, 2023  
United Health Group (UHG)  
4316 Rice Lake Rd  
Suite 108  
Duluth, MN 55811  
3:30 PM

<b>1. AGENDA ITEMS</b>	
<b>2. POLICIES FOR FIRST READING</b>	
A. 503 Student Attendance	2
B. 102 Equal Educational Opportunity	17
C. 504 Student Dress and Appearance	21
<b>3. POLICIES FOR SECOND READING</b>	
A. 901 Community Education	24
B. 712 Video Surveillance Other Than on Buses (replacing 3188 Video Security Other Than on Buses)	26
C. 509 Enrollment of Nonresident Students (replacing 5035 Non-Resident Enrollees)	31
D. 532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds	36
E. 514 Bullying Prohibition Policy	46
F. 515 Protection and Privacy of Pupil Records (replacing 5060 Collection, Maintenance, Dissemination, and Retention of Student Records and Information 052014)	78
<b>4. POLICIES FOR REVIEW</b>	
A. 530 Immunization Records (renumbering from 5140)	136
<b>5. REGULATIONS - Informational</b>	
A. 541R Gender Inclusion Regulation	142
B. 503R Student Attendance Regulation	147
C. 504R Student Dress and Appearance	150
D. 515 Student Records Update Form (renumber from 5060)	152
<b>6. OTHER</b>	

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 503

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2021

**503 STUDENT ATTENDANCE**

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

**I. PURPOSE**

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

**II. GENERAL STATEMENT OF POLICY****A. Responsibilities****1. Student's Responsibility**

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

**2. Parent or Guardian's Responsibility**

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

**3. Teacher's Responsibility**

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance

problems that may arise.

4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
  - (1) Absences where the guardian has notified school within 24 hours of absence.
  - (1) Illness.
  - (2) Serious illness in the student's immediate family.
  - (3) A death or funeral in the student's immediate family or of a close friend or relative.
  - (4) Medical, dental, ~~or~~ orthodontic or mental health treatment/appointments. ~~or a counseling appointment~~



~~mental health treatment.~~

- (5) Court appearances occasioned by family or personal action.
- (6) Religious instruction not to exceed three hours in any week.
- (7) Physical emergency conditions such as fire, flood, storm, etc.
- (8) Official school field trip or other school-sponsored outing.
- (9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
- (10) Family emergencies.
- (11) Active duty in any military branch of the United States.
- (12) A student's condition that requires ongoing treatment for a mental health diagnosis.

***[Note: State law provides that a school board may include other exemptions in the school district's attendance policy. See Minnesota. Statutes, section 120A.22, subdivision 12. When considering whether to add other exemptions, school boards should consider the intent of the compulsory attendance law, which recognizes the educational value of regular attendance and class participation, and whether the proposed exemption is consistent with the intent of the law.]***

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) ~~Work missed because of absence must be made up within \_\_\_\_\_ days from the date of the student's return to school.~~ Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.
- (3) A student who is absent for extended time periods due

to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency, placement in a partial hospitalization program, or placement in a day treatment program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

## 2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) ~~Vacations with family.~~
- (6) ~~Personal trips to schools or colleges.~~
- (7) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).
- (8) Any other absence not included under the attendance procedures set out in this policy.

## b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- (2) Days during which a student is suspended from school

shall not be counted in a student's total accumulated unexcused absences.

- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.
- (4) ~~Students with unexcused absences shall be subject to discipline in the following manner:~~
  - ~~(a) From the first through the \_\_\_\_\_ cumulated unexcused absence in a [quarter or semester] the student will not be allowed to make up work missed due to such absence.~~
  - ~~(b) After the \_\_\_\_\_ cumulated unexcused absence in a [quarter or semester], a student's parent or guardian will be notified by certified mail that his or her child is nearing a total of \_\_\_\_\_ unexcused absences and that, after the \_\_\_\_\_ unexcused absence, the student's grade shall be reduced by one increment for each unexcused absence thereafter.~~
  - ~~(c) After such notification, the student or his or her parent or guardian may, within a reasonable time, request a conference with school officials regarding the student's absences and the prescribed discipline. The notification will state that the school strongly urges the student's parent or guardian to request such a conference.~~
  - ~~(d) After \_\_\_\_\_ cumulative unexcused absences in a [quarter or semester] the teacher will reduce the student's letter grade by one increment for each unexcused absence thereafter (i.e. A to A-). However, prior to reducing the student's grade, an administrative conference must be held among the principal, student, and parent.~~
  - ~~(e) After \_\_\_\_\_ cumulated unexcused absences in a [quarter or semester], the administration may impose the loss of academic credit in the class or classes from which the student has been absent. However, prior to loss of credit, an administrative conference must be held among the principal, student, and parent.~~
  - ~~(f) If the result of a grade reduction or loss of credit has the effect of an expulsion, the school district will follow the procedures set forth in the Pupil Fair Dismissal Act, Minnesota Statutes sections~~

~~121A.40-121A.56.~~

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
2. Procedures for Reporting Tardiness
  - a. Students tardy at the start of school must report to the school office for an admission slip.
  - b. Tardiness between periods will be handled by the teacher.
3. Excused Tardiness  
Valid excuses for tardiness are:
  - a. Illness.
  - b. Serious illness in the student's immediate family.
  - c. A death or funeral in the student's immediate family or of a close friend or relative.
  - d. Medical, dental, orthodontic, or mental health treatment.
  - e. Court appearances occasioned by family or personal action.
  - f. Physical emergency conditions such as fire, flood, storm, etc.
  - g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.
4. Unexcused Tardiness
  - a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.
  - ~~b. Consequences of tardiness may include detention after unexcused tardies. In addition, unexcused tardies are equivalent to one unexcused absence.~~

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

### **III. RELIGIOUS OBSERVANCE ACCOMMODATION**

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

### **IV. DISSEMINATION OF POLICY**

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

### **V. REQUIRED REPORTING**

#### **A. Continuing Truant**

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

#### **B. Reporting Responsibility**

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid

excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

***[Note: Where truancy services and programs under Minnesota Statutes, Chapter 260A are available within the school district, the following provisions should also be included in the policy.]***

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
 Minn. Stat. § 120A.22 (Compulsory Instruction)  
 Minn. Stat. § 120A.24 (Reporting)  
 Minn. Stat. § 120A.26 (Enforcement and Prosecution)

Minn. Stat. § 120A.34 (Violations; Penalties)  
 Minn. Stat. § 120A.35 (Absence from School for Religious Observance)  
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 260A.02 (Definitions)  
 Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
 Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
 Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565 (1975)  
*Slocum v. Holton Bd. of Educ.*, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
*Campbell v. Bd. of Educ. of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. Sch. Dist. R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Bd. of Educ.*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
<b>Adopted:</b>	<b>04-19-2016 ISD 709</b>
First Reading:	

## 503 STUDENT ATTENDANCE

### I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

### II. GENERAL STATEMENT OF POLICY

#### A. Responsibilities

##### 1. Student's Responsibility

- It is the student's right to be in school.
- It is the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall.
- It is the student's responsibility to request any missed assignments due to an absence.

##### 2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to:

- Ensure the student is attending school
- Inform the school in the event of a student absence
- Work cooperatively with the school and the student to solve any attendance problems that may arise

##### 3. Teacher's Responsibility

It is the teacher's responsibility to:

- Take daily attendance and to maintain accurate attendance records in each assigned class and study hall.
- Be familiar with all procedures governing attendance and to apply these procedures uniformly.
- Provide any student who has been absent with any missed assignments upon request.
- Work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

##### 4. Administrator's Responsibility

- a. It is the administrator's responsibility to:



- Require students to attend all assigned classes and study halls.
  - Be familiar with all procedures governing attendance and to apply these procedures uniformly to all students
  - Maintain accurate records on student attendance
  - Prepare a list of the previous day's absences stating the status of each
  - Inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minn. Stat. § 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

## B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

### 1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
- (1) Absences where parent has notified school within 24 hours of absence.
  - (2) Illness.
  - (3) Serious illness in the student's immediate family.
  - (4) A death or funeral in the student's immediate family or of a close friend or relative.
  - (5) Medical, dental, orthodontic, mental health treatment.
  - (6) Court appearances occasioned by family or personal action.
  - (7) Religious instruction not to exceed three hours in any week.
  - (8) Physical emergency conditions such as fire, flood, storm, etc.
  - (9) Official school field trip or other school-sponsored outing.
  - (10) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.

- (11) Family emergencies.
- (12) Active duty in any military branch of the United States.
- (13) A student's condition that requires ongoing treatment for a mental health diagnosis.

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Student will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period may result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedure including absences that are unreported.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Absences resulting from cumulated unexcused tardies (3 tardies equal one unexcused absence).
- (6) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

### C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
2. Procedures for Reporting Tardiness
  - a. Students tardy at the start of school must report to the school office for an admission slip.
  - b. Tardiness between periods will be handled by the teacher.

### 3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness.
  - b. Serious illness in the student's immediate family.
  - c. A death or funeral in the student's immediate family or of a close friend or relative.
  - d. Medical, dental, orthodontic, or mental health treatment.
  - e. Court appearances occasioned by family or personal action.
  - f. Physical emergency conditions such as fire, flood, storm, etc.
  - g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.
- ### 4. Unexcused Tardiness
- a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

### D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.
3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must

present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

### **III. DISSEMINATION OF POLICY**

Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

### **IV. REQUIRED REPORTING**

#### **A. Continuing Truant**

Minn. Stat. § 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minn. Stat. § 120A.22 and is absent from instruction in a school, as defined in Minn. Stat. § 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school or high school.

#### **B. Reporting Responsibility**

When a student is initially classified as a continuing truant, Minn. Stat. § 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minn. Stat. § 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minn. Stat. § 120A.34;
4. That this notification serves as the notification required by Minn. Stat. § 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minn. Stat. Ch. 260;
8. That if the child is subject to juvenile court proceedings, the child may be

subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minn. Stat. § 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

### C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minn. Stat. Ch. 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
 Minn. Stat. § 120A.22 (Compulsory Instruction)  
 Minn. Stat. § 120A.24 (Reporting)  
 Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
 Minn. Stat. § 120A.34 (Violations; Penalties)  
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 260A.02 (Definitions)  
 Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
 Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)  
 Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
 Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)  
 Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
 Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)  
 Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
 Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)  
 Knight v. Board of Education, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
 Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)

Replacing: Policy 5025  
 First Reading: 03-22-2016  
**Adopted: 04-19-2016 ISD 709**

## 102 EQUAL EDUCATIONAL OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### II. GENERAL STATEMENT OF POLICY

- A. ~~The policy of Duluth Public Schools~~ It is the school district's policy is to provide equal educational opportunity ~~to~~ for all students. The school district does not unlawfully discriminate on the basis of ~~actual or perceived~~ race, ~~ethnicity~~, color, creed, ~~religion~~, national origin, ~~immigration status~~, sex, marital status, ~~parental status~~, ~~familial status~~, ~~socioeconomic status~~, physical appearance, sexual orientation, including gender identity and expression, ~~academic status related to student performance~~, disability, status with regard to public assistance, age, ~~military status~~, ~~association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).~~ The school district also makes reasonable accommodations for students with disabilities.
- B. The school district prohibits the harassment ~~and discrimination~~ of any individual ~~based on~~ for any of the ~~protected classifications~~ ~~categories~~ listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. ~~The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).~~
- D. ~~The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).~~
- E. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- F. ~~It is the responsibility of~~ Every school district employee ~~shall be responsible for~~ to comply ~~ing~~ with this policy ~~conscientiously~~.
- G. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Refer to District [Policy 103 Complaints - Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education

Office for Civil Rights, Region V  
 500 W. Madison Street – Suite 1475  
 Chicago, IL 60661  
 Tel: 312-730-1560  
 TDD: 312-730-1609

MN Department of Human Rights  
 540 Fairview Ave N, Ste. 201  
 St. Paul, MN 55104  
 800.657.3704  
 651.296.5663  
 TDD 651.296.1283

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** ~~MSBA/MASA Model Policy 402 (Disability Nondiscrimination)~~  
 MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (~~Student~~ Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Replaces: Policy 5005  
 First Reading: 06-16-2016  
 Adopted: 07-21-2015  
03-22-2016 ISD 709 (Renumbered only)  
 First Reading: 08-20-2019  
 Second Reading: 09-17-2019

## **102 - Equal Educational Opportunity**

### **I. PURPOSE**

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. It is the school district's policy to provide equal educational opportunity to all students. The school district does not unlawfully discriminate on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. It is the responsibility of every school district employee to comply with this policy conscientiously.
- E. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.
- F. Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
800.657.3704  
651.296.5663  
TDD 651.296.1283



**Legal References:** Minn. Stat. Ch. 363 (Minnesota Human Rights Act)  
 Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)  
 20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
 MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

Replaces: Policy 5005  
 First Reading: 06-16-2016  
 Adopted: 07-21-2015  
03-22-2016 ISD 709 (Renumbered only)  
 First Reading: 08-20-2019  
 Second Reading: 09-17-2019

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 504

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

**504 STUDENT DRESS AND APPEARANCE****I. PURPOSE**

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
  - 1. Clothing appropriate for the weather.
  - 2. Clothing that does not create a health or safety hazard.
  - 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
  - 1. ~~"Short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.~~
  - 2. Clothing bearing a message that is lewd, vulgar, or obscene.
  - 3. Apparel promoting products or activities that are illegal for use by minors.
  - 4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.
  - 5. Any apparel or footwear that would damage school property.
- D. ~~Headgear, including hats or head coverings, are not allowed in the building except with the approval of the building principal (e.g., student undergoing chemotherapy, medical situations, student religious practice or belief).~~  
 Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.

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

### III. PROCEDURES

- A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.
- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

**Legal References:** U. S. Const., amend. I  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*B.W.A. v. Farmington R-7 Sch. Dist.*, 554 F.3d 734 (8<sup>th</sup> Cir. 2009)  
*Lowry v. Watson Chapel Sch. Dist.*, 540 F.3d 752 (8<sup>th</sup> Cir. 2008)  
*Stephenson v. Davenport Cmty. Sch. Dist.*, 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
*B.H. ex rel. Hawk v. Easton Area School Dist.*, 725 F.3d 293 (3<sup>rd</sup> Cir. 2013)  
*D.B. ex rel. Brogdon v. Lafon*, 217 Fed.Appx. 518 (6<sup>th</sup> Cir. 2007)  
*Hardwick v. Heyward*, 711 F.3d 426 (4<sup>th</sup> Cir. 2013)  
*Madrid v. Anthony*, 510 F.Supp.2d 425 (S.D. Tex. 2007)  
*McIntire v. Bethel School, Indep. Sch. Dist. No. 3*, 804 F.Supp. 1415 (W.D. Okla. 1992)  
*Hicks v. Halifax County Bd. of Educ.*, 93 F.Supp.2d 649 (E.D. N.C. 1999)  
*Olesen v. Bd. of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 820 (N.D. Ill. 1987)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing: Policy 5100  
 First Reading:

## **~~5100 STUDENT DRESS~~**

~~Arbitrary and capricious rules shall not be established regarding hair and dress styles of students. However, the elements of obscenity, health, and safety may be considered as legitimate causes for some regulation of student appearance by the principal.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 I SD 709~~

## 901 COMMUNITY EDUCATION

### I. PURPOSE

The purpose of this policy is to convey to employees and to the general public the important role of community education within the school district. Community education and its funding stream includes Community Education, Early Childhood and Family Education (ECFE),

### II. GENERAL STATEMENT OF POLICY

The school board affirms a strong commitment to the community education program. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled elementary and secondary programs. The school administration should strive to accomplish the following objectives:

- A. Maximum use should be made of public school facilities within the school district service area.
- B. Educational needs and interest of area residents should be determined periodically.
- C. Community resources and expertise of residents should be utilized to develop a vibrant, well-rounded community education program.
- D. Area residents should be encouraged to actively participate in program opportunities.
- E. Outreach and collaboration with the full Duluth community should be equitable and ongoing.

### III. COMMUNITY EDUCATION ADVISORY COUNCIL

- A. The council shall assist in promoting the goals and objectives of the program.
- B. The membership of the community education advisory will consist of members who represent: various service organizations; churches; public and nonpublic schools; local government including elected officials; public and private nonprofit agencies serving youth and families; parents; youth; park, recreation or forestry services of municipal or local government units located in whole or in part within the boundaries of the school district; and any other groups participating in the community education program in the school district.
- C. Bylaws of the community education advisory council shall provide the framework for the organization including criteria pertaining to membership, officers' duties, frequency and structure of meetings and such other matters as deemed necessary and appropriate.
- D. The council will adopt a policy to reduce and eliminate program duplication within the school district.

**Legal References:** Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)  
 Minn. Stat. § 124D.19, Subd. 1 (Community Education Programs; Advisory Council)  
 Minn. Stat. § 124D.20, Subd. 1 (Community Education Revenue)

**Cross References:** MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 901

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

**901 COMMUNITY EDUCATION****I. PURPOSE**

The purpose of this policy is to convey to employees and to the general public the important role of community education within the school district. Community education and its funding stream includes Community Education, Early Childhood and Family Education (ECFE),

**II. GENERAL STATEMENT OF POLICY**

The school board affirms a strong commitment to the community education program. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled elementary and secondary programs. The school administration should strive to accomplish the following objectives:

- A. Maximum use should be made of public school facilities within the school district service area.
- B. Educational needs and interest of area residents should be determined periodically.
- C. Community resources and expertise of residents should be utilized to develop a vibrant, well-rounded community education program.
- D. Area residents should be encouraged to actively participate in program opportunities.
- E. Outreach and collaboration with the full Duluth community should be equitable and ongoing.

**III. COMMUNITY EDUCATION ADVISORY COUNCIL**

- A. The council shall assist in promoting the goals and objectives of the program.
- B. The membership of the community education advisory will consist of members who represent: various service organizations; churches; public and nonpublic schools; local government including elected officials; public and private nonprofit agencies serving youth and families; parents; youth; park, recreation or forestry services of municipal or local government units located in whole or in part within the boundaries of the school district; and any other groups participating in the community education program in the school district.
- C. Bylaws of the community education advisory council shall provide the framework for the organization including criteria pertaining to membership, officers' duties, frequency and structure of meetings and such other matters as deemed necessary and appropriate.
- D. The council will adopt a policy to reduce and eliminate program duplication within the school district.

**Legal References:** Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)  
 Minn. Stat. § 124D.19, Subd. 1 (Community Education Programs; Advisory Council)  
 Minn. Stat. § 124D.20, Subd. 1 (Community Education Revenue)

**Cross References:** MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)  
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## 712 VIDEO SURVEILLANCE OTHER THAN ON BUSES

### I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic surveillance systems in monitoring activity on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

### II. GENERAL STATEMENT OF POLICY

#### A. Placement

1. School district buildings and grounds may be equipped with video cameras.
2. Video surveillance may occur in any school district building or on any school district property.
3. Video surveillance will normally not be used in bathrooms or locker rooms, although these areas may be placed under surveillance by individuals of the same sex as the occupants of the bathrooms or locker rooms.

#### B. Use of Video Recordings

1. Video recordings will be viewed by school district personnel on a random basis and/or when problems have been brought to the attention of the school district.
2. A video recording of the actions of students and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct in school district buildings or on school grounds.
3. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

#### C. Security and Maintenance

1. The school district shall establish appropriate security safeguards to ensure that video recordings are maintained and stored in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.
2. The school district shall ensure that video recordings are retained in accordance with the school district's records retention schedule.

#### **Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 121A.585 (Notice of Recording Device)  
 Minn. Stat. § 138.17 (Government Records; Administration)  
 Minn. Stat. § 609.746 (Interference with Privacy)  
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)



## **~~3188 VIDEO SECURITY OTHER THAN ON BUSES~~**

### **~~I. PURPOSE~~**

~~Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic security systems on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.~~

### **~~II. GENERAL STATEMENT OF POLICY~~**

#### **~~A. Placement~~**

- ~~1. Video security systems may exist in any school district building or on any school district property.~~

#### **~~B. Use of Video Security Systems~~**

- ~~1. Video security information will be viewed by school district as needed and/or when problems have been brought to the attention of the school district.~~
- ~~2. Video security information will be released only in conformance with the Minnesota Government Data Practice Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. & 1232g and the rules and/or regulations promulgated there under.~~

~~Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. & 121A.585 (Notice of Recording Device)  
20 U.S.C & 1232g (Family Education Rights and Privacy Act)  
34 C.F.R. Secs. 99.1-99.67~~

~~Cross References: MSBA/MASA Model Policy 506 (Student Discipline) MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records) MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Videotaping on School Buses)~~

~~Adopted: 09-21-2010 ISD 709~~

~~Revised:~~

## 712 VIDEO SURVEILLANCE OTHER THAN ON BUSES

### I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic surveillance systems in monitoring activity on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

### II. GENERAL STATEMENT OF POLICY

#### A. Placement

1. School district buildings and grounds may be equipped with video cameras.
2. Video surveillance may occur in any school district building or on any school district property.
3. Video surveillance will normally not be used in bathrooms or locker rooms, although these areas may be placed under surveillance by individuals of the same sex as the occupants of the bathrooms or locker rooms. ~~—Video surveillance in bathrooms or locker rooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the superintendent.~~

#### B. Use of Video Recordings

1. Video recordings will be viewed by school district personnel on a random basis and/or when problems have been brought to the attention of the school district.
2. A video recording of the actions of students and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct in school district buildings or on school grounds.
3. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

#### C. Security and Maintenance

1. The school district shall establish appropriate security safeguards to ensure that video recordings are maintained and stored in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.
2. The school district shall ensure that video recordings are retained in accordance with the school district's records retention schedule.

#### **Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.585 (Notice of Recording Device)

Minn. Stat. § 138.17 (Government Records; Administration)  
 Minn. Stat. § 609.746 (Interference with Privacy)  
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

***Cross References:***

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
 MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)

## 509 ENROLLMENT OF NONRESIDENT STUDENTS

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

- A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:
  1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
  2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes section 124D.03.
  3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.
- B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minnesota Statutes section 121A.45 to enroll during the term of the expulsion if the student was expelled for:
  1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
  2. possessing or using an illegal drug at school or a school function;
  3. selling or soliciting the sale of a controlled substance while at school or a school function; or
  4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.
- C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:
  1. previous academic achievement of a student;
  2. athletic or extracurricular ability of a student;
  3. disabling conditions of a student;

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

D. Application

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

E. Lotteries

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

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

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

F. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings

should be initiated.

2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.
2. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

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

**Legal References:** Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)  
 Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
 Minn. Stat. § 124D.03 (Enrollment Options Program)

Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)  
 Minn. Stat. § 124D.68 (Graduation Incentives Program)  
 Minn. Stat. Ch. 260A (Truancy)  
 Minn. Stat. § 260C.007, Subd. 19 (Definitions)  
 Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)  
*Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

**Cross References:**

MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 517 (Student Recruiting)

First Reading: 05.16.2023  
 Second Reading:

## **~~5035 NON-RESIDENT ENROLLEES~~**

~~The Superintendent may admit non-resident students who do not qualify for enrollment under the Minnesota Open Enrollment Law, but shall assess the usual non-resident tuition if in his/her judgment it should be paid. The tuition charges shall be equivalent to the cost of education per student as established annually by the School Board.~~

~~References: MSA 120.06~~

~~Adopted: 06-09-70 ISD 709~~

~~Revised: 06-20-95 ISD 709~~



## **532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS**

### **I. PURPOSE**

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to use a restrictive procedure or remove, if necessary, a student with an individualized education program (IEP) from school grounds.

### **II. GENERAL STATEMENT OF POLICY**

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct, which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

### **III. DEFINITIONS**

For purposes of this policy, the following terms have the meaning given them in this section:

- A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- D. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to

provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.

- E. The phrase “remove the student from school grounds” is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. “Student with an IEP” or “the student” means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

#### **IV. REMOVAL OF STUDENTS FROM SCHOOL GROUNDS**

##### **A. Removal By Crisis Team**

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student’s behavior continues to endanger or may endanger the health and safety, or property of the student, other students or staff members, or school property, the crisis team may remove the student from school grounds.

If the student’s behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

##### **B. Removal By Police Liaison Officer or Peace Officer**

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team, building administrator, or the building administrator’s designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student’s IEP team must meet to determine if the student’s IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school

personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

### C. Reasonable Force Permitted

In removing a student from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to self or another.

In removing a student from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minnesota Statutes section 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E;
6. Physical holding (as defined in Minnesota Statutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or
8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal or use of a restrictive procedure.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
 Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
 Minn. Stat. § 121A.67 (Removal by Police Officer)  
 Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)  
 Minn. Stat. § 609.06 (Authorized Use of Force)  
 Minn. Stat. § 609.379 (Permitted Actions)

20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))  
 20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)  
 34 C.F.R. § 300.535 (Referral to Action by Law Enforcement and Judicial Authorities)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 507 (Corporal Punishment)  
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 525 (Violence Prevention)  
 MSBA/MASA Model Policy 806 (Crisis Management Policy)

Replacing: Policy 5093  
 First Reading: 5/17/2016  
**Adopted: 6/21/2016 ISD 709**  
 First Reading: 05.16.2023

## 532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

### I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to ~~use a restrictive procedure or~~ remove, if necessary, a student ~~with an individualized education program (IEP)~~ from school grounds. ~~This includes students with or without an Individualized Education Program (IEP).~~

### II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student ~~with an IEP~~ engages in ~~conduct, which, in the judgment of school personnel, endangers or may endanger the health, safety, o property of the student, other students, staff members, or school property, that student may be removed behavior that constitutes an emergency, that student may be subject to the use of restrictive procedures and/or the removal~~ from school grounds in accordance with this policy.

### III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- ~~A~~ **F**. "Student with an IEP" ~~or "the student"~~ means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- ~~B~~ **C**. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.
- ~~E~~ **D**. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to

promote school safety, security, and positive relationships with students.

- D A.** "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase "remove the student from school grounds" is the act of securing the person of a student **with an IEP** and escorting that student from the school building or school activity at which the student **with an IEP** is located.
- F B.** "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

#### **IV. REMOVAL OF STUDENTS FROM SCHOOL GROUNDS**

##### **A. Removal By Crisis Team**

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan, **if applicable**. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health and safety, or property of the student, other students or staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

##### **B. Removal By Police Liaison Officer or Peace Officer**

If a student **with an IEP** engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student **with an IEP** engages in conduct which endangers or may endanger the health, safety, or property of the student, other students,

staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

### C. Reasonable Force Permitted

In removing a student from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to self or another.

In removing a student from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by ~~Minn. Stat. §~~ Minnesota Statutes section 121A.58;
2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;
3. Totally or partially restricting a child's senses as punishment;
4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;
5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under ~~Minn. Stat. § 626.556~~ Minnesota Statutes Chapter 260E;
6. Physical holding (as defined in ~~Minn. Stat. §~~ Minnesota Statutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;
7. Withholding regularly scheduled meals or water; and/or



8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal or use of a restrictive procedure.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student **with an IEP** may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by **Minn. Stat. § Minnesota Statuets section 125A.0942, Subd. 5**, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE ~~(Willie Jett)~~ specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of **prone restraints seclusion**. By ~~June 30~~ **January 15, April 15, July 15, and October 15** of each year, districts must report ~~summary data on the use of restrictive procedures to the MDE~~, in a form and manner determined by the Commissioner, **about individual students who have been secluded**. By **July 15** each year, districts must report ~~The~~ summary data. **The summary data** must include information ~~about~~ on the use of restrictive procedures **for the prior school year, July 1 through June 30**, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
 Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
 Minn. Stat. § 121A.67 (**Removal by Police Officer**), ~~Subd. 2 (Aversive and Deprivation Procedures)~~

Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)  
 Minn. Stat. § 609.06 (Authorized Use of Force)  
 Minn. Stat. § 609.379 (Permitted Actions)  
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))  
 20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))  
 34 C.F.R. § 300.535 (~~Referral to Action by IDEA Regulation Regarding Involvement of~~ Law Enforcement and Judicial Authorities)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 507 (Corporal Punishment)  
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 525 (Violence Prevention)  
 MSBA/MASA Model Policy 806 (Crisis Management Policy)

Replacing: Policy 5093

First Reading: 5/17/2016

**Adopted: 6/21/2016 ISD 709**

## 514 BULLYING PROHIBITION POLICY

### I. PURPOSE

The purpose of this policy is to prohibit bullying behavior and assist the Duluth Public Schools District in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

### II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy ~~(See MSBA/MASA Model Policy \_\_\_\_\_)~~. The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### **III. DEFINITIONS**

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the conduct and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means; but is not limited to, conduct that does the following:
  1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On Duluth Public Schools property or at school-related functions or on school transportation" means all district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth Public Schools District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the District does not represent that it

will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct.
- H. "Student" means a student enrolled in Duluth Public Schools. ~~a public school or a charter school.~~
- I. "District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents or persons subject to the supervision and control of the district and its students.

#### IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. ~~The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.~~

The District has made available to the reporting party or complainant the use of a report form. Contact the principal, or Duluth Public Schools Website at [isd709.org/families/bullying-harassment](http://isd709.org/families/bullying-harassment) to access bullying report forms. ~~but~~ Oral reports shall be considered complaints as well.

- C. The building principal or designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying at the building level. Any person may report bullying or other prohibited conduct directly to a the school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made directly with the assistant superintendent or superintendent of the District. Please see our Parent & Student Handbook or Duluth Public Schools Website at [isd709.org](http://isd709.org) for principal and Duluth Public Schools contact information.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and

shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

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

## V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law. When investigating a complaint, the building report taker may take into account the following factors:
  - The developmental ages and maturity levels of the parties involved.
  - The potential for culturally misinterpreting behavior.
  - The levels of harm, surrounding circumstances, and nature of the

- behavior.
  - Past incidences or past or continuing patterns of behavior.
  - The relationship between the parties involved.
  - The context in which the alleged incidents occurred.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline ~~(See MSBA/MASA Policy \_\_\_\_\_)~~ policy and other applicable school district policies; and applicable regulations.
- For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
  - For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:
    - Safety planning
    - Student conference(s)
    - Working with parents of involved students
    - Teaching/reteaching of desired skills or behavior
    - Reinforcing desired skills or behaviors
    - School disciplinary action (detention, suspension, etc.)
    - Connecting students/families to school, district, community resources
    - Consideration of a restorative process if all parties are prepared and willing



- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

~~Investigation of a bullying incident shall be initiated as soon as possible but no later than three school days of receipt of a report. The Duluth School District may take immediate steps, at its discretion, to protect the target or victim of bullying or other prohibited conduct, the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.~~

- G. Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The assistant superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The assistant superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.
- H. When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their ~~Duluth School District~~ **Duluth Public Schools** contracts.

## **VI. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences

will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

## **VII. RECORDS**

Information gained when investigating and remediating reports of bullying will be recorded and kept by the building principal or designee. Information regarding the number of reports of bullying and the action taken to resolve the reports will be provided to the Duluth Public Schools District climate coordinator by the building principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

## **VIII. TRAINING AND EDUCATION**

- A. The school district shall discuss this policy with district employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed district employees must receive the training within the first year of their employment with the district or school. The district or a school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances. This policy shall be included in employee handbooks, training materials, and/or publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:
  - 1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.
  - 2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
  - 3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
  - 4. Recognizing, responding to and reporting bullying.
  - 5. Information about the incidence and nature of cyberbullying.

6. Information about Internet safety issues as they relate to cyberbullying.
  7. Student-staff relationships and initial responses to students making a report.
  8. A review of the district's reporting requirements related to bullying and cyberbullying.
- C. Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may

engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
  - G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (~~See MSBA/MASA Model Policy \_\_\_\_\_~~) in the student handbook.
  - H. The school district will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

## **IX. NOTICE**

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (~~See MSBA/MASA Model Policy \_\_\_\_\_~~) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## **IX. POLICY REVIEW**

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 and other applicable law.

Revisions shall be made in consultation with students, parents, and community organizations.

Legal References:	Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions) Minn. Stat. § 120B.232 (Character Development Education) Minn. Stat. § 121A.03 (Model Policy) Minn. Stat. § 121A.031 (School Student Bullying Policy) Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act) Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act) Minn. Stat. § 121A.69 (Hazing Policy) Minn. Stat. Ch. 124E (Charter Schools) Minn. Stat. Ch. 363A (Minnesota Human Rights Act) 20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act) 34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)
Cross References:	MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees) MSBA/MASA Model Policy 413 (Harassment and Violence) MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse) MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults) MSBA/MASA Model Policy 423 (Employee-Student Relationships) MSBA/MASA Model Policy 501 (School Weapons Policy) MSBA/MASA Model Policy 506 (Student Discipline) MSBA/MASA Model Policy 507 (Corporal Punishment) MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records) MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination) MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy) MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy) MSBA/MASA Model Policy 525 (Violence Prevention) MSBA/MASA Model Policy 526 (Hazing Prohibition) MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students) MSBA/MASA Model Policy 709 (Student Transportation Safety Policy) MSBA/MASA Model Policy 711 (Video Recording on School Buses) MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)
Replacing:	Policy 5084
First Reading:	7/18/2017
<b>Adopted:</b>	<b>8/22/2017 ISD709</b>
First Reading:	05.16.2023

## 514 BULLYING PROHIBITION POLICY

### I. PURPOSE

The purpose of this policy is to prohibit bullying behavior and assist the Duluth School District in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The Duluth School District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

~~This policy protects all students against bullying behavior including bullying behavior on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).~~

~~A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.~~

### II. GENERAL STATEMENT OF POLICY

- ~~A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to~~

participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

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

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any

student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. there is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the conduct and the conduct is repeated or forms a pattern; or
  2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

- C. "Immediately" means as soon as possible but in no event longer than 24 hours.

- D. "Intimidating, threatening, abusive, or harming conduct" means; but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the MHRA. However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.



"Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. ~~Remedial response also means a measure to stop and correct retaliation for asserting, alleging, reporting or providing information about prohibited conduct (retaliation) or knowingly making a false report about prohibited conduct (false report), prevent retaliation or false reports from recurring and protect, support and intervene on behalf of the student who is the target of the prohibited conduct.~~

"Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

"District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents or persons subject to the supervision and control of the district and its students.

"On Duluth Public Schools property or at school-related functions **or on school transportation**" means all district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth School District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. Duluth School District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the Duluth School District does not represent that it will provide supervision or assume liability at these locations and events.

~~"Building Report Taker" is language from the Safe and Supportive Schools legislation and in the Duluth School District means the Building Principal or Designee. This policy will refer to the "Building Report Taker" as "Principal or Designee" throughout the document.~~

## **STATEMENT OF PROHIBITION**

~~An act of bullying, by either an individual student or a group of students, is expressly prohibited on Duluth School District property or at school-related functions. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.~~

~~Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.~~

~~Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.~~

~~False accusations or reports of bullying against another student are also prohibited.~~

~~No District employee, volunteer, or contractor shall permit, condone, or tolerate bullying.~~

#### IV. REPORTING PROCEDURE

~~It is everyone's responsibility to report bullying behavior, not just the person targeted. Any student who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct shall report the alleged acts immediately to the Building Principal or designee, either verbally or in writing.~~

~~A person may make an initial report to any District Employee and may report bullying anonymously. However, the Duluth School District's ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.~~

Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well

The Duluth School District has made available to the reporting party or complainant the use of a report form. ~~See the Parent & Student Handbook,~~ eContact the Principal, or Duluth Public Schools District Website at [isd709.org/families/bullying-harassment](http://isd709.org/families/bullying-harassment) to access bullying report forms.

The building principal or designee, ~~or the building supervisor (hereinafter the "building report taker")~~ is the person responsible for receiving reports of bullying at the building level. ~~Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent.~~ If the complaint involves the ~~principal or designee building report taker~~, the complaint shall be made directly with the Assistant Superintendent or Superintendent of the Duluth School District. Please see our Parent & Student Handbook or Duluth Public Schools District Website at [isd709.org](http://isd709.org) for Principal and Duluth Public Schools District contact information.

The ~~principal or designee building report taker~~ shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The ~~principal or designee building report taker~~ or a third party designated by the school district shall be responsible for the investigation. The ~~principal or designee building report taker~~ shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected

individuals as appropriate.

A District employee, volunteer, or contractor shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes or has other knowledge or belief of conduct that may constitute bullying shall make reasonable efforts to address and resolve the prohibited conduct and inform ~~principal or designee~~ the building report taker immediately. District employees who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.

Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

The Duluth School District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Duluth School District's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.

#### **V. ~~PREVENTION, INVESTIGATION, AND RESPONSE SCHOOL DISTRICT ACTION~~**

~~Many student conflicts can be resolved immediately and do not require reporting or creation of an incident report or office discipline referral. Schools must respond to bullying in a manner tailored to the individual incident, considering the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance.~~

~~It is the Duluth School District's responsibility to prevent bullying and to take action to investigate, respond, remediate, and discipline those involved in acts of bullying which have not been successfully prevented—to the extent possible given that such conduct affects the educational environment of Duluth Schools and the rights and welfare of its students, and is within the control of Duluth School District in its normal operations.~~

~~Prevention—Each school will utilize research-based developmentally appropriate best practice prevention strategies. These prevention strategies may include but are not limited to: teaching respect and acceptance of difference between people, positive behavior interventions and supports, social-emotional learning, intentionally creating positive student and staff relationships, and preparing students for when bullying behavior does occur.~~

~~Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.~~

~~The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others,~~

pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law. When investigating a complaint, the ~~principal or designee~~ the building report taker may take into account following factors:

- The developmental ages and maturity levels of the parties involved.
- The potential for culturally misinterpreting behavior.
- The levels of harm, surrounding circumstances, and nature of the behavior.
- Past incidences or past or continuing patterns of behavior.
- The relationship between the parties involved.
- The context in which the alleged incidents occurred.

The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

~~Upon completion of the investigation, the Duluth School District will take appropriate action with the student harmed and with the student who violated the prohibited conduct policy.~~

Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.

- For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
- For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:
  - Safety planning
  - Student conference(s)
  - Working with parents of involved students
  - Teaching/reteaching of desired skills or behavior
  - Reinforcing desired skills or behaviors
  - School disciplinary action (detention, suspension, etc.)

- Connecting students/families to school, district, community resources
- Consideration of a restorative process if all parties are prepared and willing

~~Duluth School District action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; Duluth School District policies; and regulations.~~

~~The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.~~

In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program ("IEP") team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

Investigation of a bullying incident shall be initiated as soon as possible but no later than three school days of receipt of a report. The Duluth School District may take immediate steps, at its discretion, to protect the target or victim of bullying or other prohibited conduct, the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.

The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report. ~~The Duluth School District is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the Duluth School District.~~

Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The Assistant Superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The Assistant Superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.

When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Duluth School District contracts.

## **VI. RETALIATION OR REPRISAL**

~~The Duluth School District will take appropriate action against any student or District employee who retaliates against any person who testifies or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.~~

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

## **VII. RECORDS**

Information gained when investigating and remediating reports of bullying will be recorded and kept by the Building Principal or designee. Information regarding the number of reports of bullying and the action taken to resolve the reports will be provided to Duluth School District Climate Coordinator by the Building Principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

## **VIII. PROFESSIONAL DEVELOPMENT TRAINING AND EDUCATION**

The District shall discuss this Policy with District employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this Policy.

~~Staff—Professional development will:~~

- A. ~~Be required on a three-year cycle for all school personnel to prevent, identify, and respond to bullying behavior.~~ The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed district employees must receive the training within the first year of their employment with the district or school. A district or school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances. ~~This policy shall be included in employee handbooks, training materials, and/or publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.~~

- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:
1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.
  2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
  3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
  4. Recognizing, responding to and reporting bullying.
  5. Information about the incidence and nature of cyberbullying.
  6. Information about Internet safety issues as they relate to cyberbullying.
  7. Student-staff relationships and initial responses to students making a report.
  8. A review of the district's reporting requirements related to bullying and cyberbullying.

Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:



1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

The Duluth School District will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

## IX. NOTICE

The Duluth School District will give annual notice of this policy to students, parents or guardians, and staff ~~through the following practices:~~ , and this policy shall appear in the student handbook.

- ~~A. A script, orally or in writing, using age appropriate language, will be shared with all students during the fall of each school year.~~
- ~~B. This policy shall fully appear in the Parent/Student Handbook with notice of the policy in the Employee Handbook.~~
- ~~C. This policy shall be given to each district employee and independent contractor at the time of entering into the person's employment contract.~~
- ~~D. Information regarding this policy will be included in information communicated to volunteers at time of entering into volunteer agreement.~~
- ~~E. A report will be provided annually to the School Board at the July Education Committee Meeting, including a summary of the number of bullying reports submitted and the action taken to resolve reports. This will be done without releasing any case specific information or personnel data.~~
- ~~F. This policy must be available to all parents and other school community members in an electronic format in the languages appearing on the district or school Web site, consistent with the district policies and practices.~~



This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.

This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## **IX. POLICY REVIEW**

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)  
 Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 121A.03 (Model Policy)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)  
 Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.69 (Hazing Policy)  
 Minn. Stat. Ch. 124E (Charter Schools)  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)  
 34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
 MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
 MSBA/MASA Model Policy 501 (School Weapons Policy)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 507 (Corporal Punishment)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)  
 MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
 MSBA/MASA Model Policy 525 (Violence Prevention)  
 MSBA/MASA Model Policy 526 (Hazing Prohibition)  
 MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
 MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing:	Policy 5084
First Reading:	7/18/2017
<b>Adopted:</b>	<b>8/22/2017 ISD709</b>

## **514 BULLYING PROHIBITION POLICY**

### **I. PURPOSE**

The purpose of this policy is to prohibit bullying behavior and assist the Duluth School District in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The Duluth School District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

This policy protects all students against bullying behavior including bullying behavior on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).

### **II. DEFINITIONS**

"Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

- A. there is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the conduct and the conduct is repeated or forms a pattern; or
- B. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

"Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

"Intimidating, threatening, abusive, or harming conduct" means; but is not limited to, conduct that does the following:

- A. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
- B. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

- C. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the MHRA. However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

"Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Remedial response also means a measure to stop and correct retaliation for asserting, alleging, reporting or providing information about prohibited conduct (retaliation) or knowingly making a false report about prohibited conduct (false report), prevent retaliation or false reports from recurring and protect, support and intervene on behalf of the student who is the target of the prohibited conduct.

"Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

"Immediately" means as soon as possible but in no event longer than one school day.

"District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents or persons subject to the supervision and control of the district and its students.

"On Duluth School District property or at school-related functions" means all Duluth School District buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth School District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. Duluth School District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the Duluth School District does not represent that it will provide supervision or assume liability at these locations and events.

"Building Report Taker" is language from the Safe and Supportive Schools legislation and in the Duluth School District means the Building Principal or Designee. This policy will refer to the "Building Report Taker" as "Principal or Designee" throughout the document.

### **III. STATEMENT OF PROHIBITION**

An act of bullying, by either an individual student or a group of students, is expressly prohibited on Duluth School District property or at school-related functions. This policy also applies to any student whose conduct at any time or in any place constitutes

bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.

Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

False accusations or reports of bullying against another student are also prohibited.

No District employee, volunteer, or contractor shall permit, condone, or tolerate bullying.

#### **IV. REPORTING PROCEDURE**

It is everyone's responsibility to report bullying behavior, not just the person targeted. Any student who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct shall report the alleged acts immediately to the Building Principal or designee, either verbally or in writing.

A person may make an initial report to any District Employee and may report bullying anonymously. However, the Duluth School District's ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.

The Duluth School District has made available to the reporting party or complainant the use of a report form. See the Parent & Student Handbook, contact the Principal, District Climate Coordinator, or visit [www.isd709.org](http://www.isd709.org) to access a "Bullying Report Form".

The building principal or designee is the person responsible for receiving reports of bullying at the building level. If the complaint involves the principal or designee, the complaint shall be made directly with the Assistant Superintendent or Superintendent of the Duluth School District. Please see our Parent & Student Handbook or Duluth School District Website at [www.isd709.org](http://www.isd709.org) for Principal and Duluth School District contact information.

The principal or designee shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The principal or designee or a third party designated by the school district shall be responsible for the investigation. The principal or designee shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

A District employee, volunteer, or contractor shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may

constitute bullying shall make reasonable efforts to address and resolve the prohibited conduct and inform principal or designee immediately. District employees who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.

Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

The Duluth School District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Duluth School District's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.

## **V. PREVENTION, INVESTIGATION, AND RESPONSE**

Many student conflicts can be resolved immediately and do not require reporting or creation of an incident report or office discipline referral. Schools must respond to bullying in a manner tailored to the individual incident, considering the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance.

It is the Duluth School District's responsibility to prevent bullying and to take action to investigate, respond, remediate, and discipline those involved in acts of bullying which have not been successfully prevented - to the extent possible given that such conduct affects the educational environment of Duluth Schools and the rights and welfare of its students, and is within the control of Duluth School District in its normal operations.

Prevention - Each school will utilize research-based developmentally appropriate best practice prevention strategies. These prevention strategies may include but are not limited to: teaching respect and acceptance of difference between people, positive behavior interventions and supports, social emotional learning, intentionally creating positive student and staff relationships, and preparing students for when bullying behavior does occur.

Investigation - Investigation of a bullying incident shall be initiated as soon as possible but no later than three school days of receipt of a report. The Duluth School District may take immediate steps, at its discretion, to protect the target or victim of bullying or other prohibited conduct, the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law. When investigating a complaint, the principal/designee may take into account following factors:

- The developmental ages and maturity levels of the parties involved.
- The potential for culturally misinterpreting behavior.
- The levels of harm, surrounding circumstances, and nature of the behavior.
- Past incidences or past or continuing patterns of behavior.
- The relationship between the parties involved.
- The context in which the alleged incidents occurred.

The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

Remedial Response - Upon completion of the investigation, the Duluth School District will take appropriate action with the student harmed and with the student who violated the prohibited conduct policy.

- For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
- For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:
  - Safety planning
  - Student conference(s)
  - Working with parents of involved students
  - Teaching/reteaching of desired skills or behavior
  - Reinforcing desired skills or behaviors
  - School disciplinary action (detention, suspension, etc.)
  - Connecting students/families to school, district, community resources
  - Consideration of a restorative process if all parties are prepared and willing

Duluth School District action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; Duluth School District policies; and regulations.

School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report. The Duluth School District is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the Duluth School District.

*In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program ("IEP") team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.*

Appeal - Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The Assistant Superintendent or

designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The Assistant Superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.

District Employees - When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Duluth School District contracts.

## **VI. REPRISAL**

The Duluth School District will take appropriate action against any student or District employee who retaliates against any person who testifies or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

## **VII. RECORDS**

Information gained when investigating and remediating reports of bullying will be recorded and kept by the Building Principal or designee. Information regarding the number of reports of bullying and the action taken to resolve the reports will be provided to Duluth School District Climate Coordinator by the Building Principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

## **VIII. PROFESSIONAL DEVELOPMENT AND EDUCATION**

The District shall discuss this Policy with District employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this Policy.

Staff - Professional development will:

- A. Be required on a three year cycle for all school personnel to prevent, identify, and respond to bullying behavior. Newly employed district employees must receive the training within the first year of their employment with the district or school. A district or school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances.
- B. Require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:
  - 1. Developmentally appropriate strategies to prevent incidents of bullying and to



intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.

2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
4. Recognizing, responding to and reporting bullying.
5. Information about the incidence and nature of cyber bullying.
6. Information about Internet safety issues as they relate to cyber bullying.
7. Student staff relationships and initial responses to students making a report.
8. A review of the district's reporting requirements related to bullying and cyber bullying.

Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment.

The Duluth School District will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

## IX. NOTICE

The Duluth School District will give annual notice of this policy to students, parents or guardians, and staff through the following practices:

- A. A script, orally or in writing, using age appropriate language, will be shared with all students during the fall of each school year.
- B. This policy shall fully appear in the Parent/Student Handbook with notice of the policy in the Employee Handbook.
- C. This policy shall be given to each school district employee and independent contractor at the time of entering into the person's employment contract.
- D. Information regarding this policy will be included in information communicated to volunteers at time of entering into volunteer agreement.
- E. A report will be provided annually to the School Board at the July Education Committee Meeting, including a summary of the number of bullying reports submitted and the action taken to resolve reports. This will be done without releasing any case specific information or personnel data.
- F. This policy must be available to all parents and other school community members in an electronic format in the languages appearing on the district or school Web site, consistent with the district policies and practices.

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
 Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and

Bullying)

Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.69 (Hazing Policy)  
 Minn. Stat. § 121A.031 (Student Bullying Policy)

**Cross References:** MDE Model Policy, November 2014 (Model Student Bullying Prohibition Policy)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

Replacing: Policy 5084  
First Reading: 7/18/2017  
**Adopted: 8/22/2017 ISD709**

## 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

#### A. Authorized Representative

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

#### B. Biometric Record

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

#### C. Dates of Attendance

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

#### D. Directory Information

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

or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

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

E. Education Records

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

jurisdiction.

- c. Records relating to an individual, including a student, who is employed by the school district which:

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

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

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

- (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
- (2) made, maintained, or used only in connection with the provision of treatment to the student; and
- (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

#### F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

"Legitimate educational interest" includes an 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;
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; or
4. Perform a task directly related to responding to a request for data.

J. Parent

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

K. Personally Identifiable

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

L. Record

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

microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Finance Simone Zunich. ~~[designate title and actual name of individual].~~

N. Student

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

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a 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.

P. Summary Data

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

Q. Other Terms and Phrases

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

#### IV. GENERAL CLASSIFICATION

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

#### V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student's education records;

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

**B. Eligible Students**

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

**C. Students with a Disability**

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

**VI. DISCLOSURE OF EDUCATION RECORDS**

**A. Consent Required for Disclosure**

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;



- b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
- 3. When a disclosure is made under this subdivision:
  - a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
- 4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. identifies and authenticates a particular person as the source of the electronic consent; and
  - b. indicates such person's approval of the information contained in the electronic consent.
- 5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
  - a. in plain language;
  - b. dated;
  - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
  - d. specific as to the nature of the information the subject is authorizing to be disclosed;
  - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
  - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
  - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under

Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 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, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable

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

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 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 a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against

the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must

inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

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

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any

teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

## VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

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

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

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

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



3. A parent or eligible student may not opt out of the directory information disclosures to:
  - a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
  - b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

## **VIII. DISCLOSURE OF PRIVATE RECORDS**

A. Private Records

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

education records is disclosed.

B. Private Records Not Accessible to Parent

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

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

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

## IX. DISCLOSURE OF CONFIDENTIAL RECORDS

### A. Confidential Records

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

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

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

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

### C. Investigative Data

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

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

- a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;
  - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
  - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

**D. Chemical Abuse Records**

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

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

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

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

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
  - 1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and educational opportunities provided by the military;
  - 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
  - 3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address,

electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority **Executive Director of Business Services and Finance** ~~[designate title of individual, i.e., building principal]~~ in writing by **Oct. 1st** ~~[date]~~ each year. The written request must include the following information:

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

## **XII. LIMITS ON REDISCLOSURE**

### **A. Redisclosure**

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

B. Redisclosure Not Prohibited

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

C. Classification of Disclosed Data

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

D. Notification

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

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

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

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

- c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
- 3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.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 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.
- 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 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 Minnesota Statutes chapter 14 relating to contested cases.

## **XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means **Executive Director of Business Services and Finance Simone Zunic**. ~~[designate title and actual name of individual]~~.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

## **XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

A. Where to File Complaints

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

B. Content of Complaint

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

## **XVIII. WAIVER**

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

## **XIX. ANNUAL NOTIFICATION OF RIGHTS**

A. Contents of Notice

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

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

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

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

## **XX. DESTRUCTION AND RETENTION OF RECORDS**

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

## **XXI. COPIES OF POLICY**

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.393 (Attorneys)  
Minn. Stat. Ch. 14 (Administrative Procedures Act)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)  
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)

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

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

Replacing: Policy 5060  
 First Reading: 05.16.2023  
 Second Reading:  
 Adopted:

## ~~5060—COLLECTION, MAINTENANCE, DISSEMINATION, AND RETENTION OF STUDENT RECORDS AND INFORMATION~~

~~Schools maintain extensive and intimate information about students and their families for legitimate educational purposes, including instructional, guidance, evaluation, and research. The collection and maintenance of information about students or their families constitutes an intrusion into their privacy. Therefore, efficient administration of student records is a fundamental responsibility of the School District.~~

~~The internet and secure web access have altered the ways that confidential information may be accessed, communicated, and transferred by members of society. Those changes are influencing instruction and student learning. The School Board supports access by students, parents/guardians, teachers, and administrators to informational resources that will improve participation in a child's education and improve communication between students, parents/ guardians, and the students' teachers.~~

~~The Duluth Public Schools manages student information electronically and will make the education records available for viewing only to authorized parents/guardians and students with a secure connection over the internet. All parents/guardians and students will comply with the internet use regulations and all technology regulations/procedures, as well as all other District policies that may apply.~~

~~The purpose of a Records Retention policy is to provide a plan for managing student records by giving continuing authority to dispose of records under Minn. Statute 138.17. The responsible authority for the maintenance and security of student records shall be the Superintendent of Schools.~~

~~Previously, the School District adopted the Student Records section of the School District General Records Retention Schedule as developed and published by the Minnesota Department of Administration (School Board Resolution B-7-99-1913 dated July 20, 1999). The District will comply with all of the minimum standards set out in the Retention Schedule. Although the District reserves the right to retain certain records for a period longer than the State proposes, it will not shorten any retention period to less than what is recommended by the Department of Administration.~~

### **Special Education Records**

~~All records of students receiving special education services will be retained for at least seven years following the last date of eligibility for services to the student. The "last date of eligibility for services" means either the student's graduation or the last day on which the student was eligible for services from the District, whichever is later.~~

~~Reference: MN Data Practices Act, Chap 13~~

~~Adopted: 06-09-1970 ISD-709~~

~~Revised: 09-21-2010~~

~~05-17-2005~~

~~06-20-1995~~

~~05-09-1989~~

~~06-10-1986~~

~~05-11-1976~~

~~05-20-2014 ISD-709~~

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 515

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

**515 PROTECTION AND PRIVACY OF PUPIL RECORDS**

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

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

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

**III. DEFINITIONS****A. Authorized Representative**

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

**B. Biometric Record**

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

**C. Dates of Attendance**

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



D. Directory Information

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

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

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

E. Education Records

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

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.
  - d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
    - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

"Legitimate educational interest" includes an 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;

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; or
4. Perform a task directly related to responding to a request for data.

J. Parent

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

K. Personally Identifiable

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

L. Record

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

M. Responsible Authority

"Responsible authority" means *[designate title and actual name of individual]*.

N. Student

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

O. School Official

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

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

P. Summary Data

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

Q. Other Terms and Phrases

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

#### IV. GENERAL CLASSIFICATION

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

#### V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

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

6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

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

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

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

A. Consent Required for Disclosure

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

disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. identifies and authenticates a particular person as the source of the electronic consent; and
  - b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
  - a. in plain language;
  - b. dated;
  - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
  - d. specific as to the nature of the information the subject is authorizing to be disclosed;
  - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
  - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
  - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 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, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.



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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;
8. To accrediting organizations in order to carry out their accrediting functions;

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

15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the

information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these 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, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

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

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal

identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

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

C. Nonpublic School Students

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

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

## VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

The school district may disclose directory information from the education records of a

student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

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

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

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

is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

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

## VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

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

responsible authority shall consider the following factors:

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

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

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

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

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



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

C. Investigative Data

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

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

D. Chemical Abuse Records

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

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

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

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

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

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

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

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:

1. Name of student and parent, as appropriate;
2. Home address;
3. Student's grade level;
4. School presently attended by student;

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

## **XII. LIMITS ON REDISCLOSURE**

### **A. Redisclosure**

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

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

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
  - a. The disclosures meet the requirements of Section VI. of this policy; and
  - b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of

dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

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

C. Classification of Disclosed Data

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

D. Notification

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

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

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:
  - a. the parties who have requested or received personally identifiable information from the education records of the student;
  - b. the legitimate interests these parties had in requesting or obtaining the information; and
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
  - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
  - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
  - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a

student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.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 United States Code section 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 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 Minnesota Statutes chapter 14 relating to contested cases.

**XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means *[designate title and actual name of individual]*.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

**XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

A. Where to File Complaints

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

B. Content of Complaint

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

**XVIII. WAIVER**

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

**XIX. ANNUAL NOTIFICATION OF RIGHTS**

A. Contents of Notice

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

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

misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

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

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

## **XX. DESTRUCTION AND RETENTION OF RECORDS**

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

## **XXI. COPIES OF POLICY**

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 Minn. Stat. § 13.393 (Attorneys)  
 Minn. Stat. Ch. 14 (Administrative Procedures Act)  
 Minn. Stat. § 120A.22 (Compulsory Instruction)  
 Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.75 (Receipt of Records; Sharing)  
 Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)  
 Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)  
 Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)  
 Minn. Stat. Ch. 256L (MinnesotaCare)  
 Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer

Records of Children)  
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
 Minn. Stat. § 363A.42 (Public Records; Accessibility)  
 Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
 Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)  
 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)  
 18 U.S.C. § 2331 (Definitions)  
 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)  
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)  
 20 U.S.C. § 7908 (Armed Forces Recruiting Information)  
 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)  
 25 U.S.C. § 5304 (Definitions – Tribal Organization)  
 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)  
 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)  
 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)  
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)  
 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)  
 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)  
*Gonzaga University v. Doe*, 536 U.S. 273 309 (2002)  
 Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

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

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

## **I. PURPOSE**

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

## **II. GENERAL STATEMENT OF POLICY**

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

## **III. STUDENT IMMUNIZATION REQUIREMENTS**

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:
1. a statement from a physician, ~~an advanced practice registered nurse, physician assistant,~~ or a public clinic which provides immunizations (hereinafter "medical statement"), ~~affirming stating~~ that the student received the immunizations required by law, consistent with medically acceptable standards; or
  2. a ~~medical statement from a physician or a public clinic which provides immunizations, stating~~ ~~affirming~~ that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the ~~statement of a physician or public clinic which administers immunizations~~ ~~medical statement~~. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.
- C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section III.A. or III.B., above, or statement of immunization set forth in Section IV., below, to the superintendent of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.
- D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other

health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.

- E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III.A. or III.B., above, or Section IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

#### **IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS**

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a physician's signed statement ~~stating~~ affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

#### **V. NOTICE OF IMMUNIZATION REQUIREMENTS**

- A. The school district will develop and implement a procedure to:
  - 1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
  - 2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
  - 3. review student health records to determine whether the required information has been provided; and
  - 4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re enrollment.

~~[See Attachments A, B, C, and D.]~~

- B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization

## VI. IMMUNIZATION RECORDS

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

## VII. OTHER

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

**Legal References:** Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)  
Minn. Stat. § 121A.17 (School Board Responsibilities)  
Minn. Stat. § 144.29 (Health Records; Children of School Age)  
Minn. Stat. § 144.3351 (Immunization Data)  
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)  
Minn. Stat. § 144.442 (Testing in Schools)  
Minn. Rules Parts 4604.0100-4604.10020 (Immunization)  
*McCarthy v. Ozark Sch. Dist.*, 359 F.3d 1029 (8<sup>th</sup> Cir. 2004)  
Op. Atty. Gen. 169-W (July 23, 1980)  
Op. Atty. Gen. 169-W (Jan. 17, 1968)

**Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
~~MSBA/MASA Model Policy 530 (Immunization Requirements)~~

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06-10-1986  
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Reviewed:

## 5140 IMMUNIZATION REQUIREMENTS

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

### **I. PURPOSE**

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

### **II. GENERAL STATEMENT OF POLICY**

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

### **III. STUDENT IMMUNIZATION REQUIREMENTS**

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:
  1. a statement, from a physician or a public clinic which provides immunizations, stating that the student received the immunizations required by law, consistent with medically acceptable standards; or
  2. a statement, from a physician or a public clinic which provides immunizations, stating that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the statement of a physician or public clinic which administers immunizations. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.
- C. The parent or guardian of persons receiving instruction in a homeschool shall submit one of the statements set forth in Section III.A. or III.B., above, or statement of immunization set forth in Section IV., below, to the superintendent of the school district by October 1 of the first year of their homeschooling in Minnesota and the grade 7 year.
- D. When there is evidence of the presence of a communicable disease, or when



required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.

- E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III.A. or III.B., above, or Section IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

#### **IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS**

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a physician's signed statement stating that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

#### **V. NOTICE OF IMMUNIZATION REQUIREMENTS**

- A. The school district will develop and implement a procedure to:
  - 1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health;
  - 2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
  - 3. review student health records to determine whether the required information has been provided; and
  - 4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.

[See Attachments A, B, C, and D.]

- B. The notice provided shall contain written information describing the

exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

## **VI. IMMUNIZATION RECORDS**

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

## **VII. OTHER**

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a homeschool, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the Commissioner of the Department of Health.

**Legal References:** Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)  
Minn. Stat. § 121A.17 (School Board Responsibilities)  
Minn. Stat. § 144.29 (Health Records; Children of School Age)  
Minn. Stat. § 144.3351 (Immunization Data)  
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)  
Minn. Stat. § 144.442 (Testing in Schools)  
Minn. Rules Parts 4604.0100-4604.1000 (Immunization)  
*McCarthy v. Ozark Sch. Dist.*, 359 F.3d 1029 (8<sup>th</sup> Cir. 2004)  
Op. Atty. Gen. 169-W (July 23, 1980)  
Op. Atty. Gen. 169-W (Jan. 17, 1968)

**Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 530 (Immunization Requirements)

Adopted: 06-09-1970 ISD 709  
Revised: 09-13-1979  
06-10-1986  
06-20-1995  
03-18-2014 ISD 709

## 541R GENDER INCLUSION

### STATEMENT OF SUPPORT

The students and staff of Duluth Public Schools deserve respectful and inclusive learning environments that value students' gender identity and gender expression. Duluth Public Schools ensures that all students have access to programming and facilities in which they feel comfortable, supported, and safe.

These guidelines set forth protocols and describe best practices for supporting transgender and gender non-conforming students.

Schools must be proactive in creating a culture and practices that respect and value all students and foster understanding of gender identity and expression within the school community. Creating an inclusive environment will help mitigate the bias, misunderstanding, and/or lack of knowledge about transgender and gender non-conforming student experiences.

Every student is unique and these guidelines do not anticipate every situation that may occur. Schools must assess the needs of each student on an individual basis to ensure that they support all students.

#### **1. Respect all students' gender identity and gender expression by honoring the right of students to be identified and addressed by their preferred name and pronoun.**

##### **a. Staff expectations**

- i. For students in grades kindergarten through 12, staff must honor the student's preferred name and pronoun usage regardless of whether the district's student information system has been updated. For students in grades Kindergarten through 5th grade, parental consent is required.
- ii. Intentionally referring to a student, verbally or in writing, by a pronoun inconsistent with the student's gender identity or by a name other than the student's ~~chosen~~ preferred name is unacceptable conduct and may constitute disciplinary action.
- iii. Upon written or oral request from a student in grades kindergarten through 12, and regardless of parental consent, a student is to be addressed in classes, announcements, and other school gatherings by the name and/or pronoun requested by the student, unless the student's principal determines that the use of a particular name would be patently offensive. Parental consent will be required for a student in grades Kindergarten through 5th grade.
- iv. Preferred names should be used in places, including but not limited to, yearbooks, diplomas, graduation programs, student emails and news stories. Legal names must be used on transcripts.
- v. Staff must privately ask students in grades Kindergarten through 12 who have identified themselves as transgender or gender variant how they want to be addressed in communications to the student's parent(s)/legal guardian(s). For purposes of this procedure, communications include but are not limited to, materials sent to the student's home and how the student is referred to at conferences with the student's parent(s)/legal guardian(s).
- vi. For communications with a student's parent(s)/legal guardian(s), staff must use the student's name as listed in the District's student information system, unless specifically told otherwise by the student or parent(s)/guardian(s).
- vii. Inadvertent, honest mistakes in the use of a student's preferred name or pronoun may occur and generally will not be considered discriminatory. The intentional and persistent refusal to respect a student's gender identity or

gender expression may be considered discriminatory and is subject to disciplinary measures.

- viii. Staff members are not authorized to share a student's transgender status with other students, other students' parents, or other staff. Transgender status may be shared with other district employees who have a need to know the student's transgender status in order to perform their job duties or with emergency personnel if medically necessary.
- ix. If a student "comes out" to a staff member, that staff member should not offer this information to the parents unless directly asked by the parents or the student gives the staff member permission to do so. Staff members should, if appropriate, encourage the student to communicate with the parents about their gender identity.
- x. Sometimes transgender and gender-expansive students begin their transition at school without a parent's knowledge.
  - 1. School staff must keep in mind that transgender and gender non-conforming youth may experience significant family challenges.
  - 2. Some transgender students have not talked to their parents about their gender identity and/or do not want their parents to know about their transgender status or gender non-conforming identity based on safety concerns or concerns about a lack of acceptance.
  - 3. These situations must be addressed on a case-by-case basis, accounting for the student's age and maturity, and will require schools to balance the goal of supporting the student with the requirement that parents be kept informed about their children.
  - 4. If school staff is unsure of the most appropriate course of action, they should contact the assistant superintendent's office.

## **2. Procedure for Modifying Student Records**

- a. A student's name, pronouns, and/or gender, as listed in the district's student information system, must be modified in accordance with a completed Student Record Change Request Form. The form may be obtained from the student's principal or designee. It can also be found online at [isd709.org/families/student-forms](http://isd709.org/families/student-forms).
  - i. The form includes the following change options:
    - 1. Student's Name
    - 2. Student's Gender
    - 3. Student's Pronouns
    - 4. The district's acceptance of the form does not constitute a legal name or gender change and only constitutes a request to change the student's name and/or gender in the district's records.
  - ii. The process for submitting a student record change form includes:
    - 1. Sending finished form to your students administrative assistant, which can be found on the district's website under "Contact Us"
    - 2. The administrative assistant is responsible for sending it to [tadmin@isd709.org](mailto:tadmin@isd709.org) for processing.

3. The technology assistant is responsible for processing the form and updating the student information system.
  - a. If the student information system is not updated in a timely manner, parents should contact their student's principal for follow up.
- iii. Forms completed by students under 18 must include the parent/guardian's signature.
- iv. Forms completed by students age 18 or older must be signed by the student and may include the parent/guardian's signature.

**3. Provide all students access to facilities that best align with students' gender identity.**

- a. Transgender and gender non-conforming students must be provided access to facilities (restrooms, locker rooms, or changing rooms) consistent with their gender identity asserted at school. For a student in grades Kindergarten through 5th grade, parental consent is required to use facilities consistent with the student's gender identity.
- b. A transgender or gender non-conforming student may not be required to use an alternative facility (e.g., a single-occupancy restroom instead of the locker room) or a facility that conflicts with the student's gender identity asserted at school, except that, for a student in grades Kindergarten through 5th grade, parental consent is required to use facilities consistent with the student's gender identity.
- c. For students who are gender fluid, the school should work with the student to facilitate restroom and locker room access that affirms their identity. The district generally does not allow students to switch between gendered facilities from day-to-day, and students may be required to choose between gendered facilities.
- d. Schools must provide reasonable alternative arrangements for any student who expresses a need or desire for increased privacy.
- e. Alternative arrangements must be made available to any student who requests them, but must never be forced upon students, nor presented as the only option.

**4. Within academic programming, prohibit the separation of students and/or curricular materials based upon gender unless it serves as a compelling pedagogical purpose.**

- a. Arbitrary separation of students and/or curricular materials based upon sex and/or gender is prohibited.
  - i. Prohibited separation includes, but is not limited to:
    1. Boys vs. girls competition;
    2. Developing, classifying, or labeling materials, such as book bins, as boy or girl specific; and
    3. Lining up students according to sex and/or gender.
  - ii. Permissible separation includes, but is not limited to:
    1. Sex education classes;
    2. Gender-based affinity groups; and

3. Lining up students by sex and gender to access gender-separated restrooms and/or locker room facilities that are not adjacent to each other.
- b. To determine whether there is a compelling pedagogical purpose justifying separation of students and/or curricular materials, staff will reflect and provide, upon request of building or district administration, the reasoning behind any gender-based separation.
- c. In any permissible separation or grouping by sex and/or gender, individual students must be afforded the opportunity to select the group that best aligns with the student's gender identity or expression.

## **5. Overnight School Trips**

- a. Students must be permitted to participate in all school activities (for example, overnight field trips) in accordance with their gender identity asserted at school.
- b. These situations must be addressed on a case-by-case basis, accounting for the student's age and maturity, and will require schools to balance the goal of supporting the student with the requirement that parents be kept informed about their children.
- c. Situations regarding chaperones must also be addressed on a case-by-case basis with the safety and comfort of students in mind.
- d. If school staff is unsure of the most appropriate course of action, they should contact the assistant superintendent's office.

## **6. Student Support Plan**

- a. A Student Support Plan is available to any student who, due to extraordinary circumstances, cannot reasonably obtain parent/guardian consent to modify student records and/or expresses a good-faith desire for increased privacy and/or safety. A student support team consisting of the student, an adult advocate of the student's choice, and the student's principal or the principal's administrative designee will meet to determine a Student Support Plan addressing, among other things, participation in co-curricular and extracurricular activities, and access to facilities, including but not limited to restrooms and locker rooms.
  - i. Restroom Accessibility
    1. Details of the student support plan may include, among other things:
      - a. Use of a gender-neutral restroom;
      - b. Use of a health/nurse/office restroom; and/or
      - c. Any other plan agreeable to the student support team.
    2. Locker Room Accessibility
      - a. Details of the student support plan may include, among other things:
        - i. Use of a private area within the locker room facility (i.e. a nearby restroom stall with a door, an area separated by a curtain, or a P.E. instructor's office);
        - ii. A separate changing schedule utilizing the locker room before or after other students;

- iii. Use of a nearby private area such as a nearby restroom or a health/office restroom; or
  - iv. Any other plan agreeable to the student support team.
- b. All student support plan information is private data in accordance with the Minnesota Data Practices Act and the Family Educational Rights and Privacy Act.

**Legal References:** Minn. Stat ch. 363A (Minnesota Human Rights Act)  
 Minn. Stat. § 121A.031 (Safe and Supportive Minnesota Schools Act)  
 Minn. Stat. § 121A.03, subd. 2 (Sexual, Religious and Racial Harassment and Violence Policy)  
 Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
 20 U.S.C. § 1681 et seq. (Title IX)  
 20 U.S.C. § 1701 et seq. (Equal Educational Opportunities)

**Cross References:** 102 Equal Education Opportunity  
 413 Prohibiting Harassment and Violence  
 514 Bullying Prohibition  
 522 Title IX Student Sex Nondiscrimination  
 526 Hazing Prohibition  
 MSHSL Handbook MSHSL ByLaws Duluth Public School District ISD #709

## 503R STUDENT ATTENDANCE REGULATION

### I. OFFICIAL RECORDS

The official attendance record will be kept by the attendance office.

### II. SUPPLEMENTARY BUILDING REGULATIONS

Any individual building regulations developed by schools must be submitted to the Superintendent annually.

### III. ATTENDANCE PROCEDURES AND PARENT NOTIFICATION

#### A. Elementary (K-5)

1. Any time a student is absent without prior notification, parents will receive a phone call from the school indicating the child has been absent.
2. After three (3) unexcused absences parents will receive a letter informing them of absences and possible consequences for continuation of unexcused absences.
3. After seven (7) unexcused absences, a student is deemed in educational neglect and the school attendance officer or other designated school officials will take appropriate action which may include a request to county social services.
4. After eleven (11) **excused and unexcused absences**, the students and family may be required to attend a meeting with administration, develop an attendance contract and/or be required to submit medical documentation for future absences in order to be excused.

#### Elementary School Tardiness

A student is considered tardy up to thirty (30) minutes late for the morning or afternoon section. If a student arrives to either section more than thirty (30) minutes late, the student is considered absent for the section.

#### B. Middle School (6-8)

1. Any time a student is absent without prior notification parents will receive a phone call from the school indicating the child has been absent.
2. After three (3) unexcused absences the parent/guardian will receive a letter informing them of absences and possible consequences for continuation of unexcused absences.
3. After seven (7) unexcused absences the student is deemed truant, the parent/guardian will receive a letter informing them of the absences, the student will be referred to the Truancy Action Project (TAP) advocate.
4. After fifteen (15) unexcused absences a student, the school attendance office or other designated school officials will take appropriate action which may include:



- Student attendance contract
- Mediation Contract through St Louis County court
- Truancy referral to the Student Attendance Review Board (SARB)
- Truancy court ticket issued by St Louis County Court.

#### Middle School Tardiness

A student is considered tardy up to ~~5~~ 10 minutes late for a class. After ~~5~~ 10 minutes a student is considered absent. When a student has accumulated three (3) unexcused tardies per course, disciplinary action may occur.

#### C. High School (9-12)

1. Any time a student is absent without prior notification, parents will receive a phone call from the school indicating the child has been absent.
2. After three (3) unexcused absences parents will receive a letter informing them of absences and possible consequences for continuation of unexcused absences.
3. After (5) unexcused absences a student will be placed on an attendance contract and may receive an incomplete for the course.
4. After seven (7) unexcused absences, a student is deemed truant and the school attendance officer or other designated school officials will take appropriate action which may include a request to the county attorney (503-4) to file a petition with the juvenile court, pursuant to Minnesota statutes.
5. After a student accumulates nine (9) unexcused absences in a course, a student will lose credit for the course.

#### High School Tardiness

A student is considered tardy up to ~~5~~ 10 minutes late for a class. After ~~5~~ 10 minutes it is considered an absence. Three (3) unexcused tardies will equal one (1) unexcused absence.

### **IV. DISTANCE LEARNING ATTENDANCE**

During distance learning periods or digital learning days, attendance is recorded based on student participation or teacher confirmation of student participation, rather than on student absences. Students must have actual documented student-teacher contact on a given day to be reported as in attendance on that day, i.e., schools must take positive rather than passive attendance.

1. The expectation of the Minnesota Department of Education (MDE) is that "students receive daily interaction with their licensed teacher(s)".
2. Contact may be made with the student or parent through email, phone call, text, learning management system, shared electronic documents, student record of participation in the district's state reporting student

information software system (SIS), face to face, or hardcopy documents returned to the teacher.

3. At the end of each work day, the classroom teacher must record student positive attendance in the district's state reporting student information software system (SIS).
4. Students may be working on content / contacting teachers outside of the teacher scheduled workday and such work will be reviewed and counted toward positive attendance for the day regardless of time of day submitted or completed.
5. When student work is submitted electronically or by other means, the teacher may, for the four previous days, retroactively update student positive attendance in the district's state reporting SIS to reflect a student's work.
6. Designated school officials will follow-up with students experiencing frequent absences to assure that issues of equitable access or barriers to participating in instruction can be identified and resolved.
7. Procedures for parent/guardian notification and reporting of cumulative excused and unexcused absences apply to distance learning.

Replaced: Regulation 5025R  
 Adopted: 03-22-2016  
 Revised: 04-21-2020  
 06-16-2020  
**10-20-2020 ISD 709**

## 504R STUDENT DRESS AND APPEARANCE

### **Statement**

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students' attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District's intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn't interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

Our values are:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
  - All students and staff should understand that they are responsible for managing their own personal "distractions" without regulating individual students' clothing/self-expression.
  - Student dress code should support school attendance and engagement.
  - Dress code violations should be addressed using student/body-positive language to explain the code.
  - Teachers should focus on teaching and students focus on learning without the distraction and often uncomfortable burden of addressing dress code violations.
  - Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.
1. Basic Principle: Certain body parts must be covered for all students at all times. Clothes must be worn in a way such that genitals, buttocks, breasts, and nipples are fully covered with opaque fabric.
  2. Student Must Wear, while following the basic principle of Section 1 above:
    - A Shirt (with fabric in the front, back and sides that covers the middle torso) AND
    - Pants/jeans or the equivalent (for example, a skirt, sweatpants, leggings, a dress or shorts) AND
    - Weather & activity appropriate shoes.
  3. Student May Wear:
    - Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.

- Staff may direct students to remove headwear that causes a disturbance or problems which interrupt an event, activity, or process to the learning environment.

#### 4. Students Cannot Wear:

- Any clothing that reveals visible undergarments (visible waistbands and visible straps are allowed).
- Bulky jackets/coats intended for outside wear and must be kept in the student's locker during regular school hours.
- Clothing that includes words or pictures that are obscene, vulgar, sexually explicit, convey sexual innuendo, abuse or discrimination, or which promote or advertise alcohol, chemicals, tobacco or any other product that is illegal for use by minors and illegal on school property, will not be allowed.
- Objectionable emblems, badges, symbols (including confederate flags & swastika's), derogatory mascots, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to any group, evidences of gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals is not allowed.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

References: 514 Bullying Prevention  
 521 Student Disability Nondiscrimination  
 522 Title IX Sex Nondiscrimination Policy  
 541 Gender Inclusion  
 526 Hazing  
 413 Prohibiting Harassment and Violence  
 Duluth Public Schools Code of Conduct

# STUDENT RECORD UPDATE FORM

PLEASE PRINT

438

CURRENT STUDENT NAME (First / Middle / Last) : \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_

STUDENT ID# \_\_\_\_\_ SCHOOL \_\_\_\_\_

STUDENT AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PLEASE ADD TO OR CHANGE THE FOLLOWING IN THE STUDENT RECORD:

UPDATED STUDENT NAME (First / Middle / Last): \_\_\_\_\_

GENDER (Required by the State of Minnesota): ☐ Female ☐ Male

PRONOUNS FLAG: ☐ She/Her/Hers ☐ He/Him/His ☐ They/Them/Their ☐ Write-in: \_\_\_\_\_

EMAIL and HOUSEHOLD RELATIONSHIPS (Change to reflect Updated Student Name) ☐ Yes ☐ No

- These change(s) are being requested because the student consistently identifies as the name and/or gender requested above.
- I understand that this form does not constitute a legal name and/or gender change and that this form only changes the name and/or gender of the student as reflected in the student records system.
- I understand that this form does not change the name used for "legal documents" including state testing processes ~~or diplomas~~.
- I understand that the student's original name and/or gender will be retained in the history of the student records system.
- I understand that the State of Minnesota presently requires a gender of either "Female" or "Male" for state reporting purposes.
- I understand that changing my name and/or gender may complicate future record requests.
- I authorize release of the student's original and updated name/gender to authorized parties as part of student records requests.
- I understand the use of this form to indicate specific pronouns results in a "flag" in student records system. This "flag" will be visible to staff directly working with the student to review, listing pronouns.
- I understand that the elements of obscenity, health, and safety may be considered as legitimate causes for denial of my request.
- I understand that request to change the student's last name requires a court order or an updated birth certificate.

By signing and submitting this form, I request Duluth Public Schools change the name and/or gender of the student listed above.

\_\_\_\_\_  
PRINT PARENT / GUARDIAN NAME(S)

(required for students under age 18)

\_\_\_\_\_  
PARENT / GUARDIAN SIGNATURE(S)

(required for students under age 18)

\_\_\_\_\_  
PRINT STUDENT NAME

(Always ask, required for students over age 18)

\_\_\_\_\_  
STUDENT SIGNATURE

(Always ask, required for students over age 18)

**Parent or Student: Submit form to Building Principal for approval**

-----  
For Office Use Only

\_\_\_\_\_  
PRINCIPAL SIGNATURE & Date (effective date)

(Indicates approval to make requested additions or changes)

**Building Secretary: Submit approved record updates to [tadmin@isd709.org](mailto:tadmin@isd709.org).**

**Building Secretary: Add flag and pronouns to student records system**

**Building Secretary: Original to Student Cumulative File**

## **HR / Business Services Committee**

Duluth Public Schools, ISD 709

### Agenda

Tuesday, June 13, 2023

United Health Group (UHG)

4316 Rice Lake Rd

Suite 108

Duluth, MN 55811

4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
  - A. **Human Resources**
    - 1) HR Monthly Department Summary Report 3
  - B. **Business Services**
    - 1) Enrollment Report 5
    - 2) Child Nutrition Department Report 7
    - 3) Facilities Department Report 8
    - 4) Technology Department Report 10
    - 5) Transportation Department Report 12
3. **Recommended Resolutions**
  - A. B-6-23-3966 - Acceptance of Donations to Duluth Public Schools 13
  - B. B-6-23-3967 - Acceptance of Grant Awards to Duluth Public Schools 14
  - C. B-6-23-3968 - Adoption of FY24 Budget 15
  - D. B-6-23-3969 - 2023-2024 Resolution for Membership in the Minnesota State High School League - Denfeld HS 57
  - E. B-6-23-3970 - 2023-2024 Resolution for Membership in the Minnesota State High School League - East HS - **Attachment Pending**
4. **Consent Agenda**
  - A. HR Staffing Report 59
    - 1) Job Description for Bus Driver I 61
  - B. Finances
    - 1) Financial Report 64
    - 2) Fundraisers 65
  - C. Bids, RFPs, and Quotes
    - 1) BID #1269 - Vending Services 66
    - 2) BID #1320 - Congdon School Field Improvements 70
  - D. Contracts, Change Orders and Leases
    - 1) Duluth Area Family YMCA - FY24 K.E.Y. Zone Program 77
5. **Miscellaneous Informational Items (no action required)**
  - A. District Properties Update 85
  - B. Expenditure Contracts 89
  - C. No Cost Contracts 270
  - D. Revenue Contracts 280

E. Grant Applications

284

## Human Resources Report Summary June 2023 Activities

### Staffing Updates:

Number of staffing changes Received by HR during the month of March. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	1	2
# Retirements	2	4
# Resignations	7	8
# Leave of Absences	1	0

### HR Department Updates:

Human Resources Manager, Charlie Cook, started on June 12, 2023. Charlie comes to us from Chisago Lakes High School, where he served as a Business Education teacher and Department Chair for the Business Department. Charlie brings previous general Human Resources and Payroll experience to the District and also holds a Bachelor's Degree in Human Resources and a Master's Degree in Teaching. We are excited to welcome Charlie to the team!

Human Resources attended the Hiring Now! Job Fair Series at the Duluth Career Force on June 7, and also had a hiring table at the Mini Pow Wow held at Denfeld High School the same day. We will also have a job information table at the NAACP Juneteenth Celebration event on June 18.

Postcard mailers should be hitting mailboxes next week. We sent out over 67,000 job opportunity postcards to homes in the Duluth and surrounding areas. We are currently working on recruitment videos with our bus drivers, paraprofessionals and other non-certified staff.

The payroll team has been busy with process improvements and still start preparing for summer payoffs for certified staff.

Unemployment claims are starting to come in based on the new legislative changes and the team is navigating how to utilize current staff to cover the workload as it increases. We expect to have upwards of 200 claims this summer to process.

### Benefits Updates:

The Benefits Department hosted a Calm Challenge during the month of May, with a very successful engagement rate. The Department is also working diligently to move our retiree/COBRA billing over to Innovo Benefits Administration so the transition is smooth and effortless for all participants. In June, we will begin processing all retiring employees Severance packages (HCSPs) to ensure a timely distribution of their earned funds.



## Hiring Updates:

For the 2023-2024 school year, to date:

- 159 certified positions have been posted and 95 employees have been hired, 22 have either been offered or are currently waiting for interviews to occur.

### Certified:

Teachers, District Wide (1)

Teachers, High School (6)

Teachers, Middle School (1)

Teachers, Special Education (13)

Summer School (7)

### Non-Certified:

Administrative/Management (2)

Integration Specialists (3)

Maintenance/Transportation (22)

*School Custodian (15)*

*Bus Helper (1)*

*School Bus Driver II (4)*

Paraprofessionals (15)

*Pre-School Program Paraprofessional (2)*

*Sign Language Facilitator (1)*

*Sp. Ed. Building Wide Paraprofessional (4)*

*Sp. Ed. RN or LPN Paraprofessional (1)*

*Sp. Ed. Program Paraprofessional (6)*

*Sp. Ed. Student Specific Set III Paraprofessional (1)*

Extended School Year (ESY) Paraprofessionals (11)

### Contract Negotiations:

We have had 8 bargaining units request to bargain, Non-Certified Business Division Administrators Association (NCBAA), Paraprofessionals (Education Assistants), Food Service Employees, Clericals, Principals, Teachers, Executive Employees and Education Directors. . Administration has started to meet with the Principals and have had three negotiation sessions. The first meeting with the Paraprofessionals will be held on June 23, 2023. Administration is working with the other units to get initial meetings on the calendars.

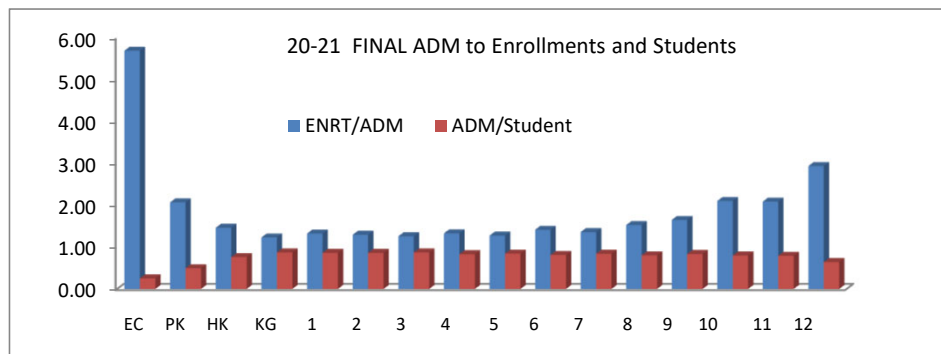
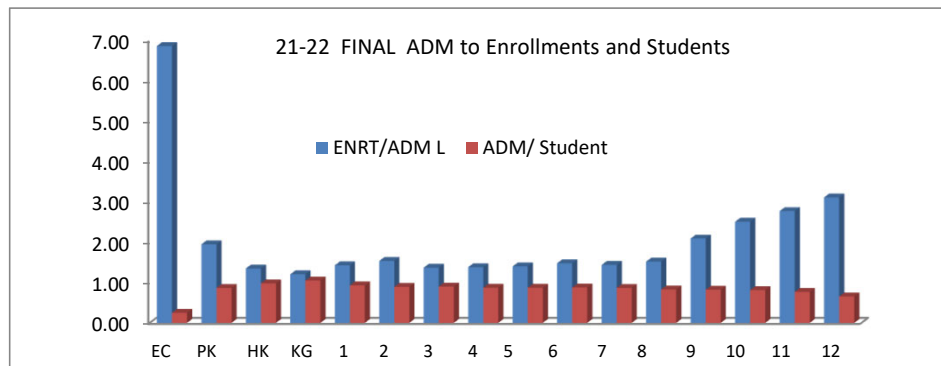
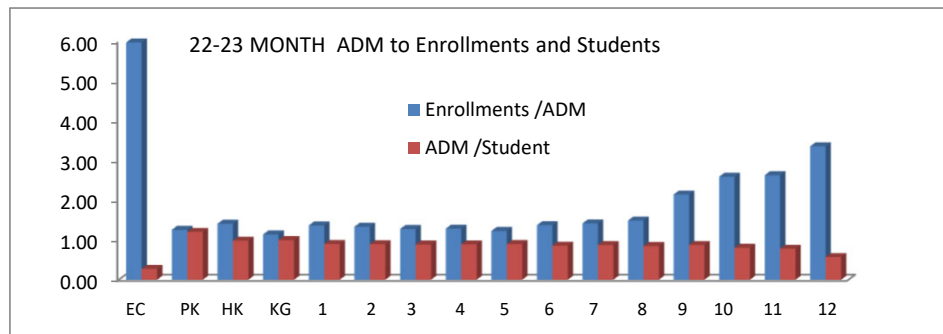
**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)  
June 2023**

883

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	855	525	394	143.14	102.00	5.97	0.27
PK	68	45	81	54.11	42.65	1.26	1.20
HK	169	122	132	119.90	90.00	1.41	0.98
KG	570	501	487	499.96	522.00	1.14	1.00
1	790	642	587	578.13	605.00	1.37	0.90
2	803	673	611	601.77	602.00	1.33	0.89
3	740	653	588	579.12	586.00	1.28	0.89
4	766	668	602.58	595.73	585.00	1.29	0.89
5	738	669	607.5	600.59	604.00	1.23	0.90
6	686	583	505.45	499.70	509.00	1.37	0.86
7	837	676	600.15	589.91	559.00	1.42	0.87
8	874	691	596.23	586.06	585.00	1.49	0.85
9	1565	834	720.36	729.45	648.00	2.15	0.87
10	1722	825	655.75	664.03	650.00	2.59	0.80
11	1833	893	688.2	696.89	680.00	2.63	0.78
12	1863	969	547.61	554.52	625.00	3.36	0.57
PS	789	670					
<b>Total:</b>	<b>14879</b>	<b>9969</b>	<b>8403.83</b>	<b>8093.00</b>	<b>7994.65</b>	<b>1.84</b>	<b>0.81</b>

+proj-budg>

98.35



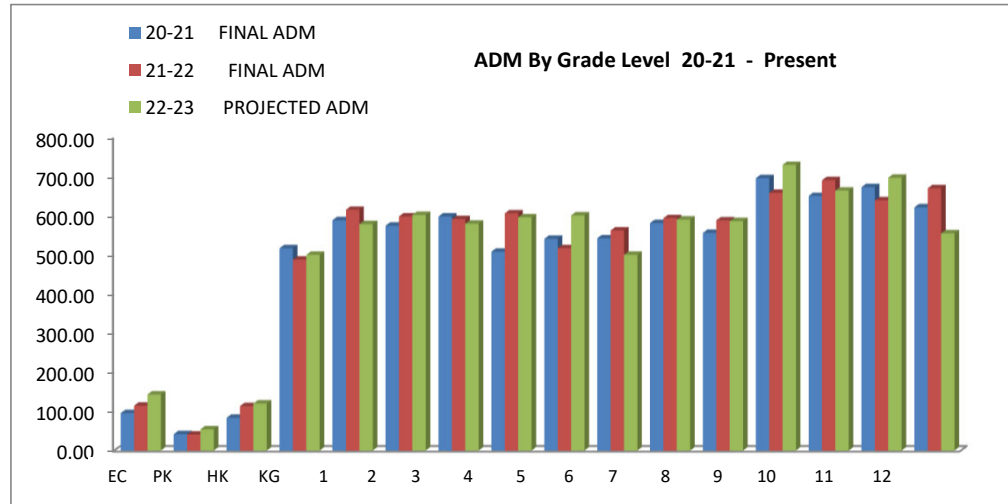
**Duluth Public Schools Projected Average Daily Membership (ADM) Report  
June 2023**

684

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	855	525	394	143.14	102.00	5.97	0.27
PK	68	45	81	54.11	42.65	1.26	1.20
HK	169	122	132	119.90	90.00	1.41	0.98
KG	570	501	487	499.96	522.00	1.14	1.00
1	790	642	587	578.13	605.00	1.37	0.90
2	803	673	611	601.77	602.00	1.33	0.89
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4	766	668	602.58	595.73	585.00	1.29	0.89
5	738	669	607.5	600.59	604.00	1.23	0.90
6	686	583	505.45	499.70	509.00	1.37	0.86
7	837	676	600.15	589.91	559.00	1.42	0.87
8	874	691	596.23	586.06	585.00	1.49	0.85
9	1565	834	720.36	729.45	648.00	2.15	0.87
10	1722	825	655.75	664.03	650.00	2.59	0.80
11	1833	893	688.2	696.89	680.00	2.63	0.78
12	1863	969	547.61	554.52	625.00	3.36	0.57
PS	789	670					
<b>Total:</b>	<b>14879</b>	<b>9969</b>	<b>8403.83</b>	<b>8093.00</b>	<b>7994.65</b>	<b>1.84</b>	<b>0.81</b>

+proj-budg> 98.35

GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 OCT 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 OCT 1 Count	22-23 PROJECTED
EC	186	95.45	156	114.57	-41.43	201	143.14
PK	68	41.58	70	40.57	-29.43	47	54.11
HK	77	83.52	101	113.54	12.54	109	119.90
KG	520	516.69	502	487.64	-14.36	522	499.96
1	596	588.40	616	614.82	-1.18	588	578.13
2	582	574.16	593	597.78	4.78	608	601.77
3	617	597.62	603	590.84	-12.16	592	579.12
4	523	507.84	621	605.84	-15.16	597	595.73
5	558	540.73	527	516.78	-10.22	597	600.59
6	576	542.05	577	561.90	-15.10	516	499.70
7	586	581.07	604	593.59	-10.41	597	589.91
8	576	555.74	601	587.95	-13.05	599	586.06
9	723	695.44	687	658.15	-28.85	731	729.45
10	680	650.09	717	690.45	-26.55	697	664.03
11	734	672.61	680	638.94	-41.06	750	696.89
12	756	621.11	832	669.75	-162.25	789	554.52
<b>Total:</b>	<b>8358</b>	<b>7864.10</b>	<b>8487</b>	<b>8083.11</b>	<b>-403.89</b>	<b>8540</b>	<b>8093.00</b>



# Child Nutrition Report

## May 2023

485

Week of:	Breakfast 5/1/2023	Lunch 5/1/2023	Breakfast 5/8/2023	Lunch 5/8/2023	Breakfast 5/15/2023	Lunch 5/15/2023	Breakfast 5/22/2023	Lunch 5/22/2023	Breakfast 5/30/2023	Lunch 30-May	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	314	1442	339	1509	339	1452	360	1558	162	528	1514	6489	69	295
<b>Denfeld</b>	1037	2269	1037	2195	1040	2159	1026	2170	420	863	4560	9656	207	439
<b>Harbor City</b>											0	1502	0	68
<b>East High</b>	1253	2038	1240	2076	1390	2111	1371	2311	501	913	5755	9449	262	430
<b>Homecroft</b>	770	1394	769	1433	795	1361	825	1411	337	596	3496	6195	159	282
<b>Lakewood</b>	362	738	292	636	378	795	360	788	136	280	1528	3237	69	147
<b>Lester Park</b>	760	1870	785	1951	798	1908	836	1984	333	756	3512	8469	160	385
<b>Lincoln park</b>	821	1831	846	1833	845	1793	862	1835	359	659	3733	7951	170	361
<b>Lowell</b>	1482	2160	1479	2249	1479	2193	1515	2187	617	857	6572	9646	299	438
<b>Laura Macart</b>	996	1123	969	1110	970	1081	956	1092	383	432	4274	4838	194	220
<b>Myers-Wilkin</b>	830	1308	790	1309	7965	1299	800	1284	317	509	10702	5709	486	260
<b>Ordean/East</b>	716	3013	754	3064	727	2966	774	2914	291	936	3262	12893	148	586
<b>Piedmont</b>	1370	1699	1451	1688	1349	1669	1365	1676	280	321	5815	7053	264	321
<b>Rockridge</b>	73	64	57	118	73	105	81	111	31	44	315	442	14	20
<b>Stowe</b>	892	879	863	867	870	887	893	882	367	372	3885	3887	177	177
<b>ALC</b>	48	129	35	87	43	109	48	125	23	58	197	508	11	28
	5 days	ALC 4	5 days	ALC 4	5 days	ALC 4	5 days	ALC 4	2 day	ALC 2				
	11724	21957	11706	22125	19061	21888	12072	22328	4557	8124	59120	97924	2689	4456
<b>Denfeld Supp</b>	Mon-thurs	354		340		457		378	Done			1529	TOTAL	
Daily average													96	

### Universal Free Meals for School Year 23-24

School Year 23-24 will have the Child Nutrition Department Serving 1 free breakfast and 1 free lunch to each student. Students will need to have money in their lunch accounts to be able to purchase seconds or ala carte items.

Parents will still be required to fill in the application for educational benefits forms, as those forms are used for other programs besides free lunch. Trying to put a strong emphasis on not calling them the free and reduced lunch forms so that parents will have better clarity as to why they should fill them out.

The federal and state government has not shared with lunch programs what the meal reimbursements will be for next school year yet. This proves to make it challenging to plan meals when we don't know what we will be paid for them by USDA.

### Labor in School Kitchens for 23-24

The foodservice bargaining unit has completed the labor bid process for next school year. This is done yearly and allows for employees to change schools and jobs based on seniority. After this process, we have 20 jobs open for next fall. Hoping for improvements in the labor market by fall.

# Facilities Management & Capital Project Status Report

## May 30, 2023

886

### **Facilities Management – Maintenance and Operations - General**

- In the past month, the Facilities maintenance crews have completed 266 work orders and are currently working on 225 open work orders.
- Summer lawn services began on 5/23/2023
- Field Turf has begun the first round of service to the turf fields.

### **Capital Construction**

- Denfeld tower work is complete. The spire and finial are installed, waiting on final electrical inspections. Smith Bell and Clock were delayed in getting the clock going due to a part needing to be re-machined. Dave from INSPEC should be doing the final inspection after that.
- FY24 Congdon playground construction order acknowledgement has been received from Landscape Structures.
- FY24 Congdon Field improvements Bid has been received and accepted.
- Ordean East Middle School Turf replacement is on point to start June 12th.
- Lowell Basketball court and new playground fencing is set to begin installation June 12th.
- **Ongoing Discussion with Legal Representation**
  - PSS Track Lane 1 Ponding Remediation is still ongoing. Met with Lawyer at PSS on 5/16 to discuss steps to possible resolution.
  - Purchase of property for Lowell entrance is complete.
- **Construction Tasks “On The Hill”**
  - Final tasks in progress for move in preparation for Facilities and IT.
  - Interior work is still ongoing at the DSC and Transportation Building.
  - DSC electrical distribution panel has been delayed again until the beginning of June.
  - 2nd floor ceilings and finishes are being installed.
  - Furniture installation started in mid April.
  - Site work and bituminous will be completed last. Installation of Curbing has begun.
  - Pre-move planning has begun with quotes received from Innovative. Transportation pre-move meeting completed. Packing materials received for UHG staff.

### **Building Operations**

- We still have ongoing vacancies in Operations that we are currently working to fill, Engineers, Second Shift Engineers, and Custodians.
- I’m proud to share that during the month of May, Michael Davis 2<sup>nd</sup> shift Engineer at Lincoln Park advanced his State Boiler’s License to a 1C, and several more who are preparing to test in the next week or two.
- Currently, we are planning and getting ready for summer cleaning and other projects to get ready for the 2023 – 2024 School Year.
- At this time, I would like to thank all of our Operations Staff that have been working short handed all year, performing an excellent job at keeping our sites safe for students and staff. All of this while working some crazy shift changes and overtime. You know you have great Employees that really care when you move them to cover a different building and they are worried about the rooms that they normally cover. I’m so proud of my staff, I appreciate, value and respect the hard work that they have performed this school year. I can’t thank them enough... Thanks!

**Health, Safety & Environmental Management**

- Fire Marshal ordered corrections completed at Homecroft and Ordean. Awaiting operational permits 987
- Fire code inspection at STC (currently used as print shop) completed.
- Playground inspections underway. Repairs to come over the summer.
- Hazardous Waste dropped off from OEMS, STC, Garfield, and EHS
- Electronic waste picked up and hauled for disposal from Garfield

Workers' Compensation Activities

**May 2023** (as of 6/6/23)

- First report of incidents:----- 11
- OSHA recordable incidents:----- 0
- Days away from work:----- 24
- Days of restricted work:----- 31

**2023 YTD Incidents (January 1, 2023 - December 31, 2023)**

- First report of incidents:----- 67
- OSHA recordable incidents:----- 10
- Days away from work:----- 158
- Days of restricted work:----- 200

# Technology Department - May 2023 Report

- **Cybersecurity**

- Infosec IQ May 2023 Phishing/Training Campaign

488

## Most recent PhishSim campaign

May 2023 Staff Campaign

05/01/2023

Start date

05/15/2023

End date

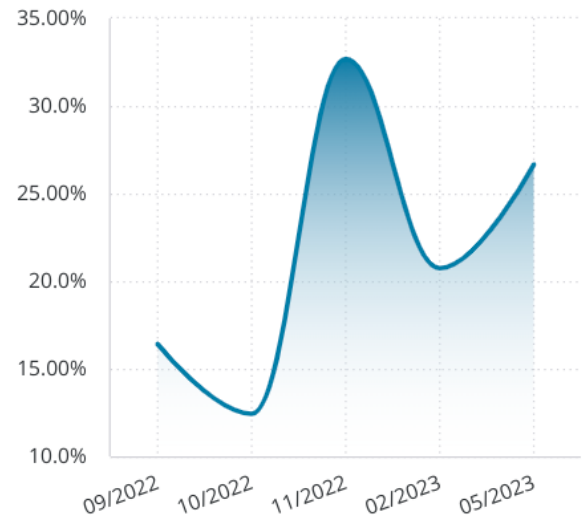
1399

Learners enrolled

26.7%

Phish rate

## Phish rate over time



Create & review phishing

- **Google Security**

- **Gmail**

- 1.8M Emails Messages Accepted/Delivered
- 165K Rejected
- 61K Spam folders
- 6.3K were identified as Phishing
- 48 were identified having a suspicious attachments
- 8K were identified as Spoofing
- 0 emails were identified as Malware

- **Account Information**



- 10,910 Active Accounts
- 25.25TB of storage
  - On May 15, we enabled basic storage quotas:
    - Elementary students - 3 GB
    - Middle school students - 10 GB
    - High school students - 15 GB
    - Active staff - 30 GB
    - Shared Drives - 100 GB
- 164K Files shared externally
- 558 Suspicious login attempts
- 1.6K Failed user login attempts
- 30 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 340 New Technology Support Tickets Created

- 322 Tickets were resolved 
- 246 Tickets remain unresolved 

489

- **Projects - Four (4) Monthly Outlook**

- Transportation network infrastructure installation and configuration
- DSC network infrastructure installation and configuration
- Facilities network infrastructure installation and configuration
- DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the physical installation
- UHG move to DSC and Facilities
- Transportation move to the new Transportation building
- Lincoln Park: Cafeteria AV System installation. We will be working with CDW-G and Pro-Tech Management to address the physical installation
- Lincoln Park: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation.
- Ordean: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation.
- District-Wide: 1,055 new Wireless Network Access Point (AP) upgrade. We will be working with CDW-G to address the physical AP installation. NOTE: Denfeld, East and Lincoln were addressed during the April break.
- District Wide: 550 new Dell Windows desktop system upgrade. This includes ordering, receiving, installation, imaging plus addressing any unique software or accessories
- District Wide: 2,054 new Dell Chromebooks for 2nd grade classrooms, 6th & 9th grade students.
- District-Wide: \$2M Classroom AV Upgrades. This will update 200 classrooms plus 21 portable SMART MX286 Displays on carts. Project is scheduled to start June 12, 2023 and finish the second week in August.



## **Transportation Report May 2023 Activities**

420

The ISD #709 Transportation department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

Latest update on the new buses - Both new buses have been certified for wheelchairs and the new cameras were installed. They have been in use since.

We are using the new routing software to plan summer school. Our department continues to navigate daily changes in routing per school requests in the older software. During the month we will be moving to the new software as the old one ends its service June 30.

There are daily changes on a total of 434 individual routes (routing, day changes, time changes, etc.).

### Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a few drivers short and the current ones are getting worn out from the long shifts.
- We do not have spare helpers so drivers end up covering helper shifts.
- We have now begun looking for a supervisor instead of the assistant to try to fill the needed position since we were not getting quality candidates for the assistant mostly due to a low wage for the work and responsibility.

### Bus Maintenance

- Scheduled maintenance is mostly caught up at this time
- We continue to deal with an aging fleet and the many issues that brings, we have multiple buses that are scheduled for larger repairs with Mid state but they are still backlogged and can only get one done every few weeks for us.
- We have two buses with bad engines, two that are getting new turbos due to failure and a lot of brake jobs and ABS modules being replaced. The two with bad engines may just go to scrap as I don't think they are worth the money to fix.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 94,000 (goal is 50,000 – 60,000).

We are a few days from the end of the regular session for this school year and I'm happy to say we made it even under some extreme conditions this year, we have a great team of dedicated drivers and helpers that put in the extra effort to make it through.

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

491

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Lowell ES	Geoffrey Witrak	In-kind - snacks for classrooms		
Lester Park ES	Lester Park Foundation	\$210.33	For popsicles as a School Food Drive celebration	
Denfeld HS	Irving Community Association, Charitable Gambling Account	\$1,500.00	22-23 Denfeld Prom	Our prom advisor, Tammy Udd, requested the funds for the dance from that organization
Denfeld HS	Irving Community Association, Charitable Gambling Account	\$5,500.00	Annual Student Recognition Trip to Valley Fair as part of SOARing Hunters program	Lt. Ken Zwak of the Duluth Police made this request on our behalf to this organization

## RESOLUTION

### Acceptance of Grant Awards to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the grant in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described grant from said organization in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
DSACF	Caroline Sorensen	East High School Science	\$1,696.00	Science equipment upgrades and replacement

**RESOLUTION**  
Adoption of the Fiscal Year 2024 Budget

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County, State of Minnesota, that the fiscal year 2024 budget as presented to the School Board, be adopted.

**Duluth Public Schools #709 - COW Budget 05.30.23**  
**Preliminary Proposed Budget Summary - Fiscal Year 2024 (FY24)**

404

**Overview/Definitions:**

General Fund includes General (01), Transportation (03), and Operating Capital (05).  
Within the General and Operating Capital funds, certain revenues will have reserve requirements.

Additional funds include Food Service Fund (02), Community Service Fund (04), Construction Fund (06), Debt Service Fund (07), Trust Fund (08), Internal Service Fund (20).

The process for General Fund Revenue budgeting will include projecting and analyzing current Federal, State, and Local revenues along with forecasting legislative or local district changes to revenues.

**Review of Budget provisions made for FY24:**

- **Strive for Fiscal Stability & Sustainability for future years**  
Continue to strive for fund balance growth to meet District Policy of 8% of Gen. Fund Exp.  
Utilization of ESSER and land sale funds to help stabilize FY24 budget
- **Local Levy**  
Dropping \$2,921,000 due to LTFM adjustments
- **State Aid Increase**  
Due to a 44% increase of \$3,780,503 in Special Education Cross Subsidy Aid and a Basic Formula Allowance increase of \$2,787,705
- **Assigned Fund Balance Transfer**  
Used to offset a \$2,000,000 technology budget increase
- **\$500,000 for Programming**  
Elementary school programming expenses
- **Decrease in Title Funding**  
A decrease of \$174,000 which is a decline of 5.6%
- **Library Aid Increase**  
\$140,774
- **Am. Indian Education Aid Increase**  
\$104,632
- **Student Support Personnel Aid**  
\$104,336
- **English Learner Revenue Increase**  
\$19,669

Basic FY24 Formula Allowance is \$7,138 per pupil. This includes a 4% increase based on 2023 Legislation.

495

Pupil Counts are budgeted at 7,989, a slight increase in FY24 compared to the FY23 budgeted enrollment of 7,985 Adjusted Average Daily Membership (ADM). The projected ADM is 8,034.

Food and Nutrition: Breakfast and lunch are free for all students starting in FY24 - the Application for Educational Benefits (Free and Reduced Meal Form) is still required by MDE to be filled out by families. Details regarding reimbursements to districts are forthcoming. Please see the FAQ attached.

Other local revenues are estimated by prior year funding amounts.

**Notes:**

- Local revenue includes property tax levy, miscellaneous tax revenues, county apportionment, tuition, fees, admissions, medical assistance, interest earnings, rent, gifts & bequests, insurance recovery, sale of materials and equipment, and other miscellaneous revenues.
- State revenue includes payments by the MN Dept. of Education, and other state agencies.
- Federal revenue includes aids awarded through state agencies or directly from federal sources.

**Restricted Revenues** require a reserved fund balance if funding is not all spent in the allocated fiscal year. Most restricted revenues are intended to be spent in full in the allocated fiscal year.

Restricted/Reserved Revenues come from state and local sources (aid and levy).

**Undesignated Revenues** come from federal, state, and local sources, the largest of which is the basic formula allowance (General Education Aid). Undesignated Revenues may have individual calculations, but do not have a required reserve fund balance.

**Federal Sources** are often reimbursements and have allowable carryover provisions to subsequent fiscal years. Use of federal funds has limitations.



<b>Revenue Budget Summary - General Fund FY24</b>	
Undesignated	\$67,291,893.00
Federal Programs	\$4,552,425.00
Special Education	\$16,378,149.00
Transportation	\$3,657,926.00
Telecom Access	\$140,000.00
American Indian	\$419,632.00
Medical Assistance	\$1,600,000.00
	\$94,040,025.00
<b>Restricted/Reserved:</b>	
Staff Development	\$1,191,960.00
Operating Capital	\$1,927,350.00
Basic Skills & Comp Ed.	\$7,754,292.00
Gifted & Talented	\$114,039.00
Learning & Dev.	\$1,735,957.00
Alt. Learning Ctr.	\$1,979,700.00
LTFM	\$815,197.00
Achiev. & Integrat.	\$1,790,574.00
Safe Schools	\$305,515.00
Total Restricted:	\$17,614,584.00
<b>Total General Fund:</b>	<b>\$111,654,609.00</b>
<b>Revenue Notes:</b>	
<b>ESSER Funds</b>	<b>\$10,000,000.00</b>
<b>Land Sale</b>	<b>\$7,800,000.00</b>
<b>Cross Subsidy Increase</b>	<b>\$3,780,503.00</b>
<b>Basic Fund Allowance Increase</b>	<b>\$2,787,705.00</b>
	<b>\$24,368,208.00</b>
<b>Total</b>	<b>\$136,022,817.00</b>

2023 Legislature - K12 Education Finance Budget Bill	
What to Expect for ISD 709 in FY24	
Adjusted ADM	7,989
APU	8,738
Formula Allowance Increase	\$2,787,705.00
Access to Menstrual Products	\$17,477.00
English Learner Revenue	\$19,669.00
Am. Ind Edu. Aid	\$104,632.00
Student Support Personnel Aid	\$104,336.00
Library Aid	\$140,774.00
Special Education Cross Subsidy	\$3,780,503.00
Total	\$6,955,096.00
Total Per AADM	\$871.00





## PROPOSED FISCAL YEAR 2024 BUDGET

<b>REVENUES</b>	<b>Proposed FY 2024 Budget</b>
01 General Fund	136,022,817
02 Food Service	4,039,200
04 Community Service	8,495,544
06 Construction	
07 Debt Service	23,647,223
08 Trust	276,100
20 Internal Service	950,000
<b>Subtotal - Revenues</b>	<b>173,430,884</b>

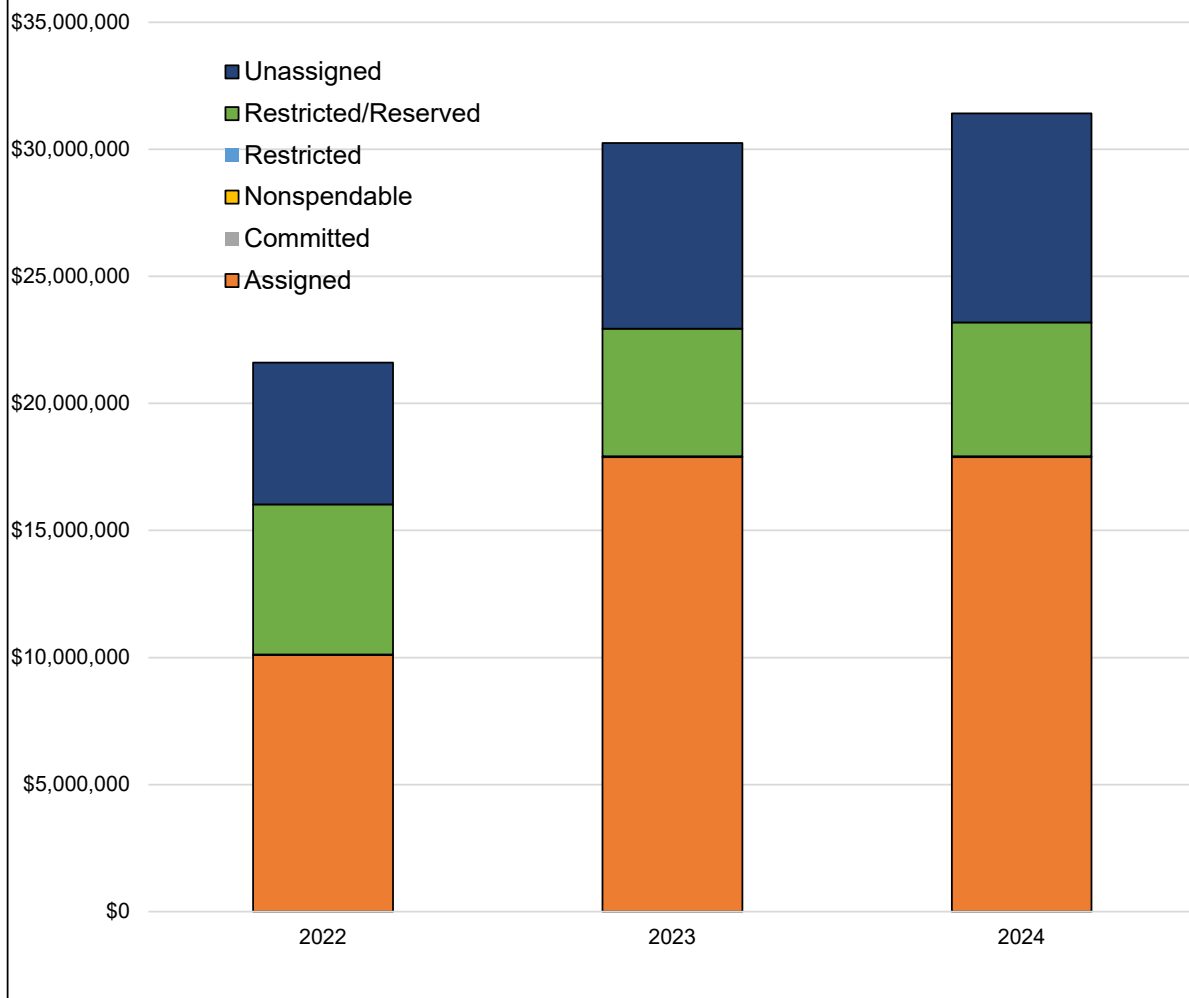
<b>EXPENDITURES</b>	<b>Proposed FY 2024 Budget</b>
01 General Fund	134,858,493
02 Food Service	4,012,876
04 Community Service	8,308,684
06 Construction	
07 Debt Service	23,640,000
08 Trust	253,750
20 Internal Service	915,000
<b>Subtotal - Expenditures</b>	<b>171,988,803</b>

# General Fund | Fund Balance Analysis

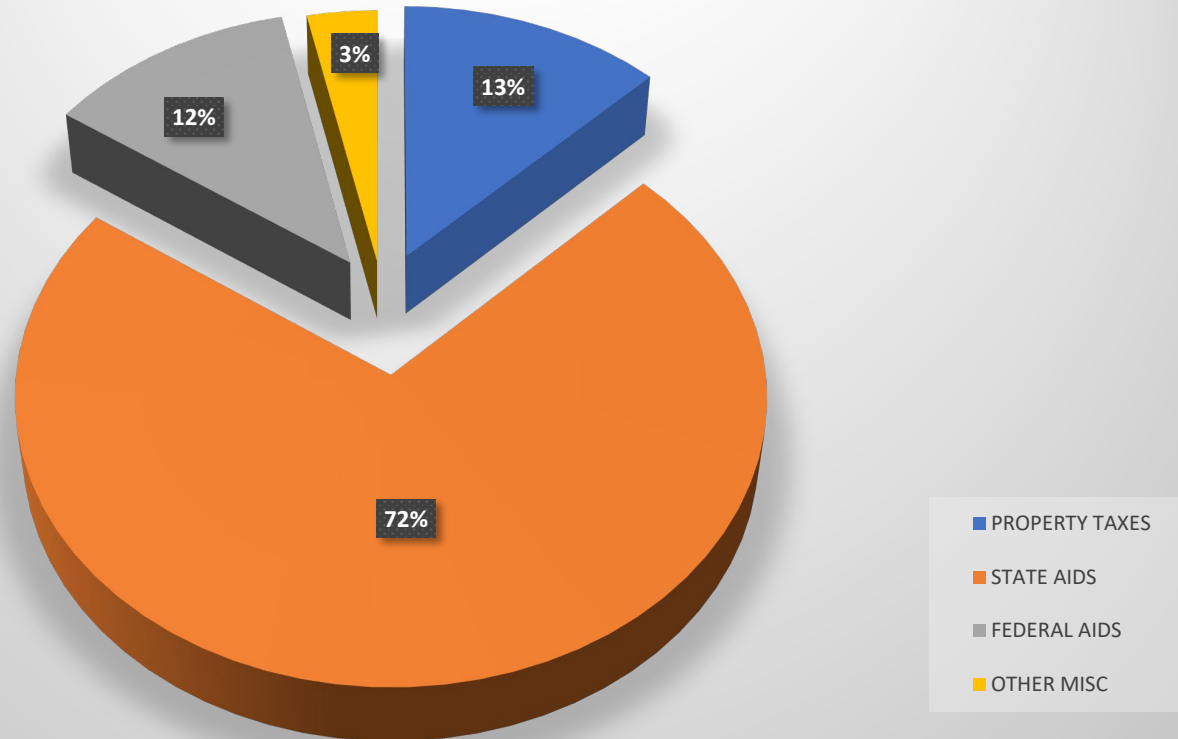
Fund balance History and Projection

		Budget	Proposed Budget
	2022	2023	2024
Assigned	\$10,090,319	\$17,890,319	\$17,890,319
Committed	0	0	0
Nonspendable	24,293	24,293	24,293
Restricted	0	0	0
Restricted/Reserved	5,908,646	5,029,490	5,268,684
Unassigned	5,589,289	7,305,368	8,230,497
<b>Total Fund Balance</b>	<b>\$21,612,547</b>	<b>\$30,249,470</b>	<b>\$31,413,792</b>

General Fund - Fund Balance Analysis



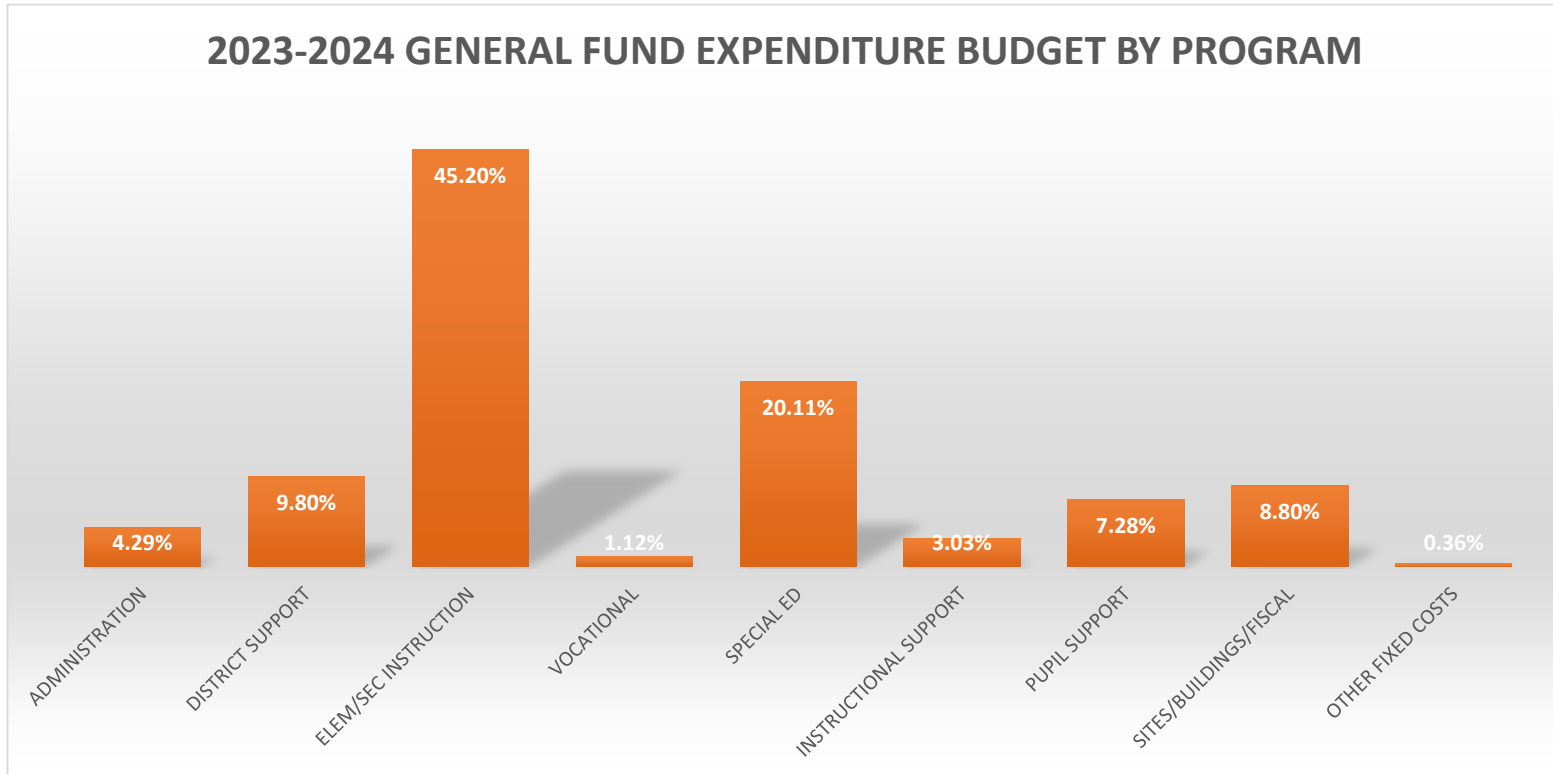
## 2023-2024 GENERAL FUND REVENUE BUDGET



2023-24 Preliminary Budget General Fund Budgeted Revenues and Percentage by Source

REVENUE SOURCES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
PROPERTY TAXES	18,110,967	14.15%	20,078,806	14.41%	17,157,611	12.61%
STATE AIDS	86,474,390	67.58%	90,240,736	64.74%	98,042,595	72.08%
FEDERAL AIDS	16,719,924	13.07%	16,482,905	11.83%	16,252,905	11.95%
OTHER MISC	6,655,846	5.20%	12,577,304	9.02%	4,569,706	3.36%
<b>TOTAL REVENUE SOURCES</b>	<b>127,961,127</b>	<b>100.00%</b>	<b>139,379,751</b>	<b>100.00%</b>	<b>136,022,817</b>	<b>100.00%</b>

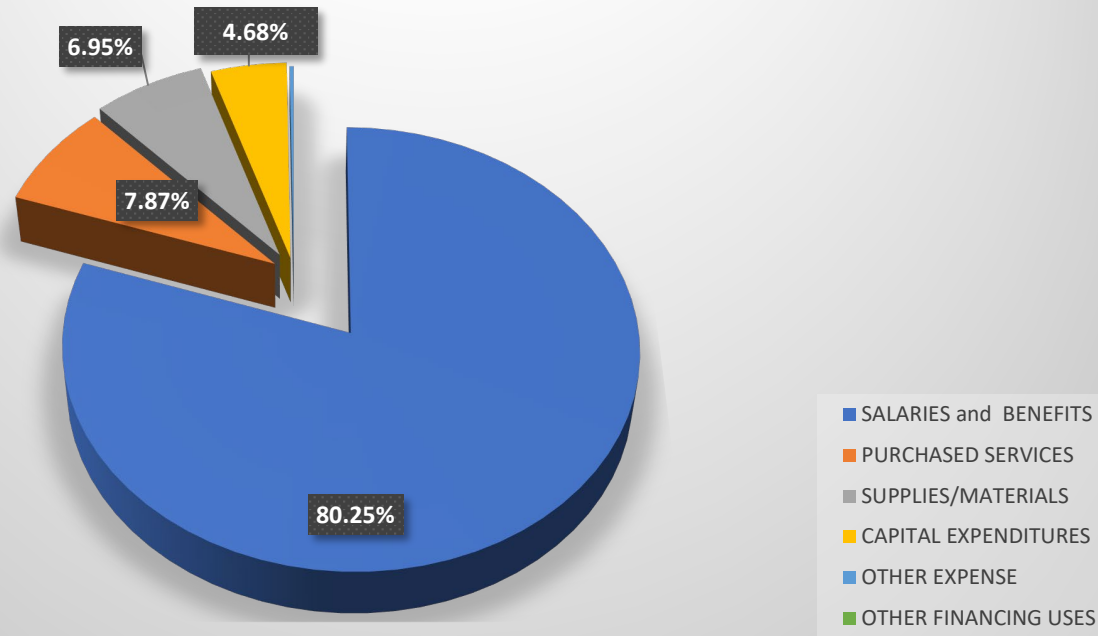
## 2023-2024 GENERAL FUND EXPENDITURE BUDGET BY PROGRAM



2023-24 Preliminary Budget General Fund Budgeted Expenditures and Percentage by Program

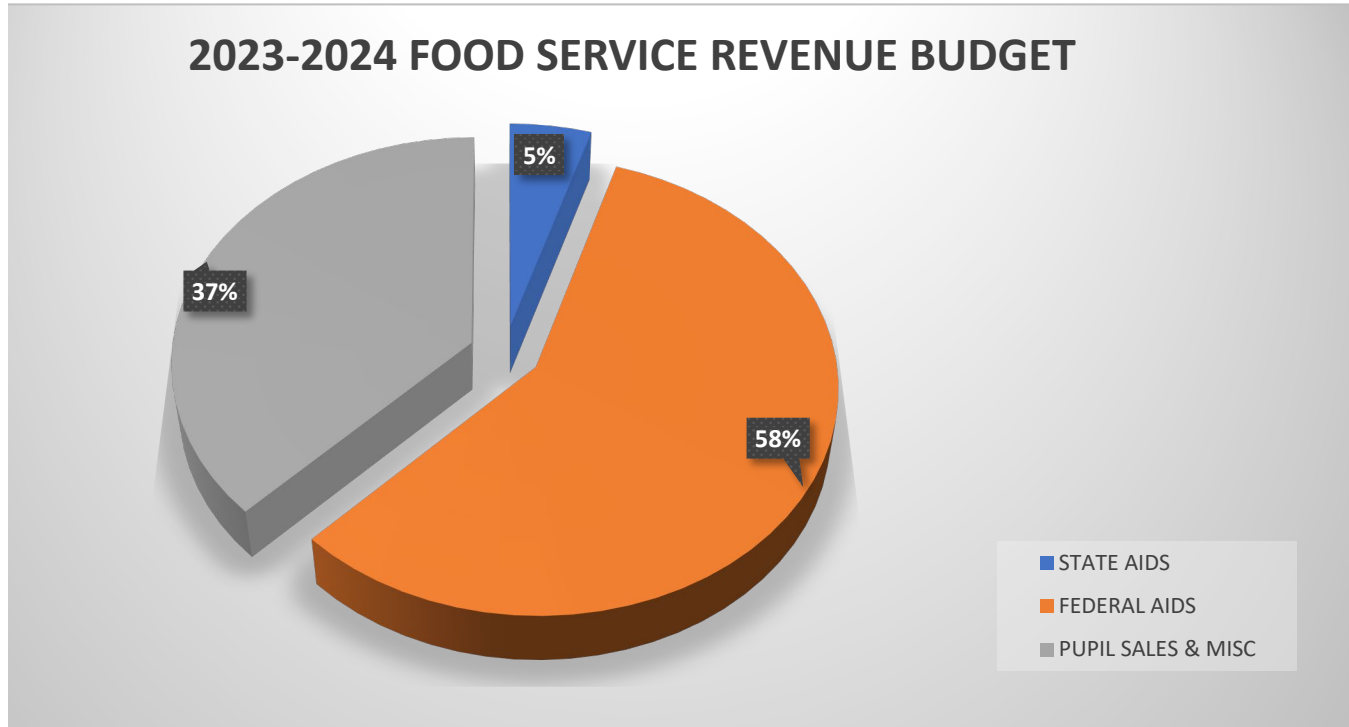
PROGRAM EXPENSES	21-22		22-23 REV		23-24 PRE	
	ACTUAL	%	BUDGET	%	BUDGET	%
ADMINISTRATION	5,521,419	4.39%	5,592,039	4.28%	5,789,811	4.29%
DISTRICT SUPPORT	10,163,107	8.08%	10,711,608	8.19%	13,210,738	9.80%
ELEM/SEC INSTRUCTION	53,888,916	42.84%	59,265,812	45.33%	60,957,979	45.20%
VOCATIONAL	1,308,838	1.04%	1,433,464	1.10%	1,504,148	1.12%
SPECIAL ED	27,126,152	21.56%	26,016,772	19.90%	27,123,119	20.11%
INSTRUCTIONAL SUPPORT	5,423,456	4.31%	3,955,221	3.03%	4,091,769	3.03%
PUPIL SUPPORT	10,326,963	8.21%	9,571,906	7.32%	9,821,861	7.28%
SITES/BUILDINGS/FISCAL	11,460,309	9.11%	13,716,006	10.49%	11,869,468	8.80%
OTHER FIXED COSTS	573,711	0.46%	480,000	0.37%	489,600	0.36%
<b>TOTAL PROGRAM EXPENSES</b>	<b>125,792,870</b>	<b>100.00%</b>	<b>130,742,828</b>	<b>100.00%</b>	<b>134,858,493</b>	<b>100.00%</b>

## 2023-2024 GENERAL FUND EXPENDITURE BUDGET BY OBJECT



2023-24 Preliminary Budget General Fund Budgeted Expenditures and Percentage by Object

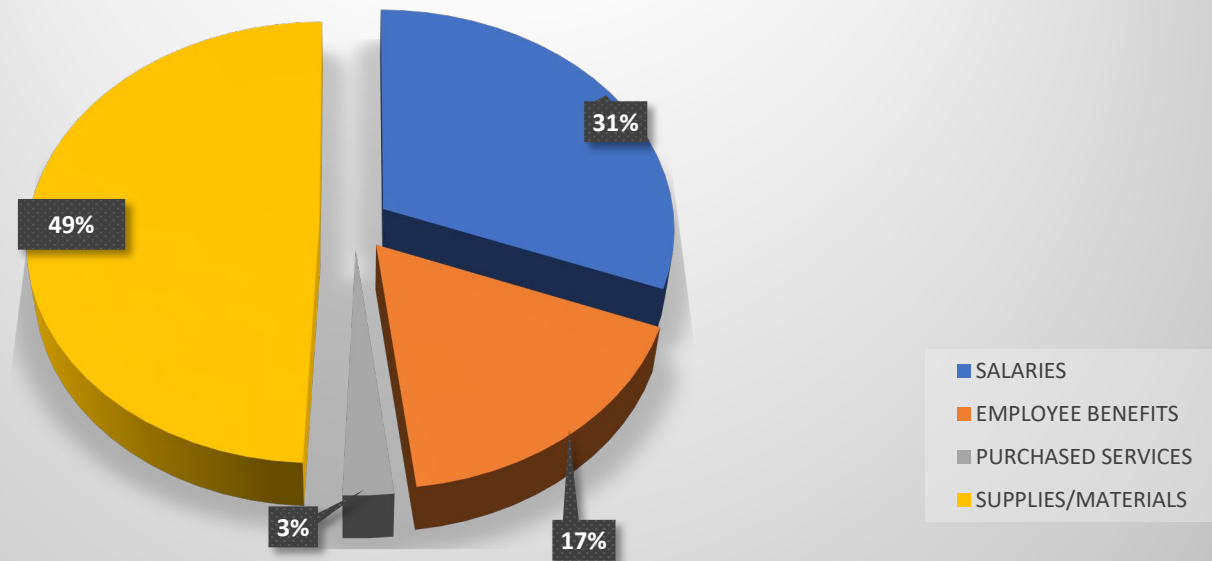
OBJECT EXPENSES	21-22		22-23 REV		23-24 PRE	
	ACTUAL	%	BUDGET	%	BUDGET	%
SALARIES	71,369,579	56.74%	72,961,088	55.81%	73,879,599	54.78%
EMPLOYEE BENEFITS	30,921,253	24.58%	32,677,935	24.99%	34,340,817	25.46%
PURCHASED SERVICES	12,500,568	9.94%	10,948,344	8.37%	10,618,236	7.87%
SUPPLIES/MATERIALS	5,463,999	4.34%	9,001,007	6.88%	9,376,433	6.95%
CAPITAL EXPENDITURES	5,695,464	4.53%	4,812,698	3.68%	6,305,830	4.68%
DEBT SERVICE	-	0.00%	-	0.00%	-	0.00%
OTHER EXPENDITURES	(157,993)	-0.13%	341,757	0.26%	337,578	0.25%
<b>TOTAL OBJECT EXPENSES</b>	<b>125,792,871</b>	<b>100.00%</b>	<b>130,742,828</b>	<b>100.00%</b>	<b>134,858,493</b>	<b>100.00%</b>



2023-24 Preliminary Budget Food Service Fund Budgeted Revenues and Percentage by Source

REVENUE SOURCES	21-22 ACTUAL	%	22-23 REV BUDGET	%	23-24 PRE BUDGET	%
STATE AIDS	148,227	2.87%	191,800	4.81%	191,800	4.75%
FEDERAL AIDS	4,901,902	94.91%	2,295,800	57.61%	2,350,000	58.18%
PUPIL SALES & MISC	114,530	2.22%	1,497,400	37.58%	1,497,400	37.07%
<b>TOTAL REVENUE SOURCES</b>	<b>5,164,659</b>	<b>100.00%</b>	<b>3,985,000</b>	<b>100.00%</b>	<b>4,039,200</b>	<b>100.00%</b>

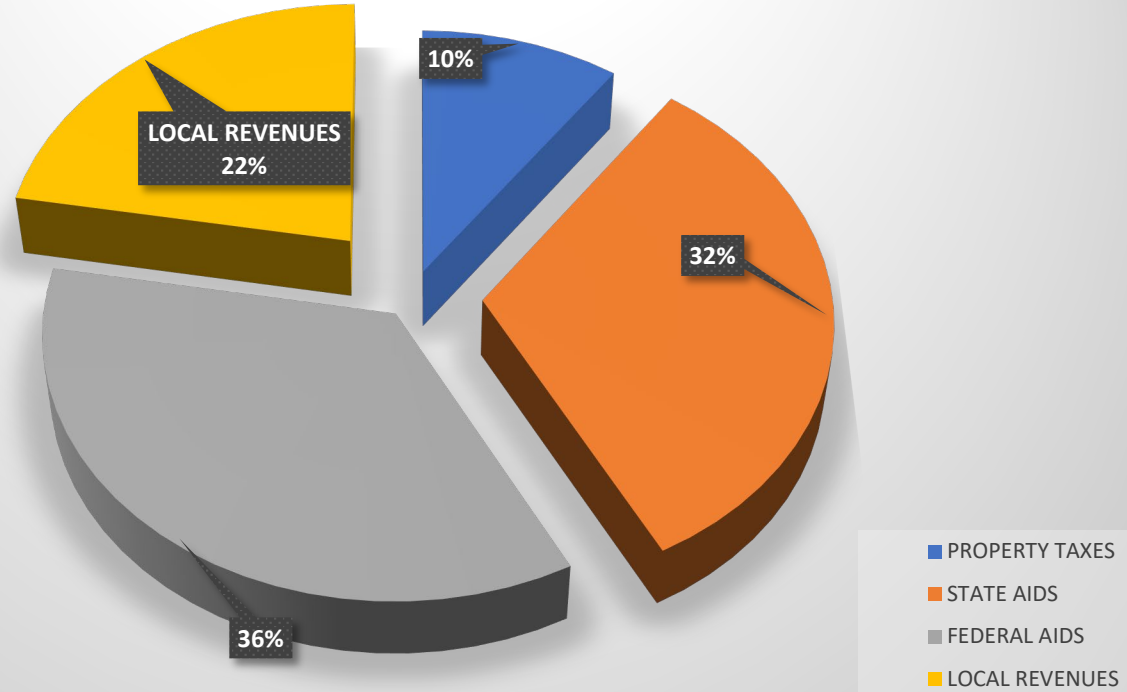
## 2023-2024 FOOD SERVICE EXPENDITURE BUDGET BY OBJECT CODE



2023-24 Preliminary Budget Food Service Budgeted Expenditures and Percentage by Object

OBJECT EXPENSES	21-22		22-23 REV		23-24 PRE	
	ACTUAL	%	BUDGET	%	BUDGET	%
SALARIES	1,247,200	30.04%	1,334,143	30.13%	1,360,826	33.91%
EMPLOYEE BENEFITS	660,547	15.91%	764,766	17.27%	700,000	17.44%
PURCHASED SERVICES	30,887	0.74%	113,450	2.56%	113,450	2.83%
SUPPLIES/MATERIALS	2,196,571	52.91%	2,176,388	49.16%	1,800,000	44.86%
CAPITAL EXPENDITURES	3,695	0.09%	25,000	0.56%	25,000	0.62%
OTHER EXPENSE	12,291	0.30%	13,600	0.31%	13,600	0.34%
<b>TOTAL OBJECT EXPENSES</b>	<b>4,151,190</b>	<b>100.00%</b>	<b>4,427,347</b>	<b>100.00%</b>	<b>4,012,876</b>	<b>100.00%</b>

## 2023-2024 COMMUNITY SERVICE REVENUE BUDGET

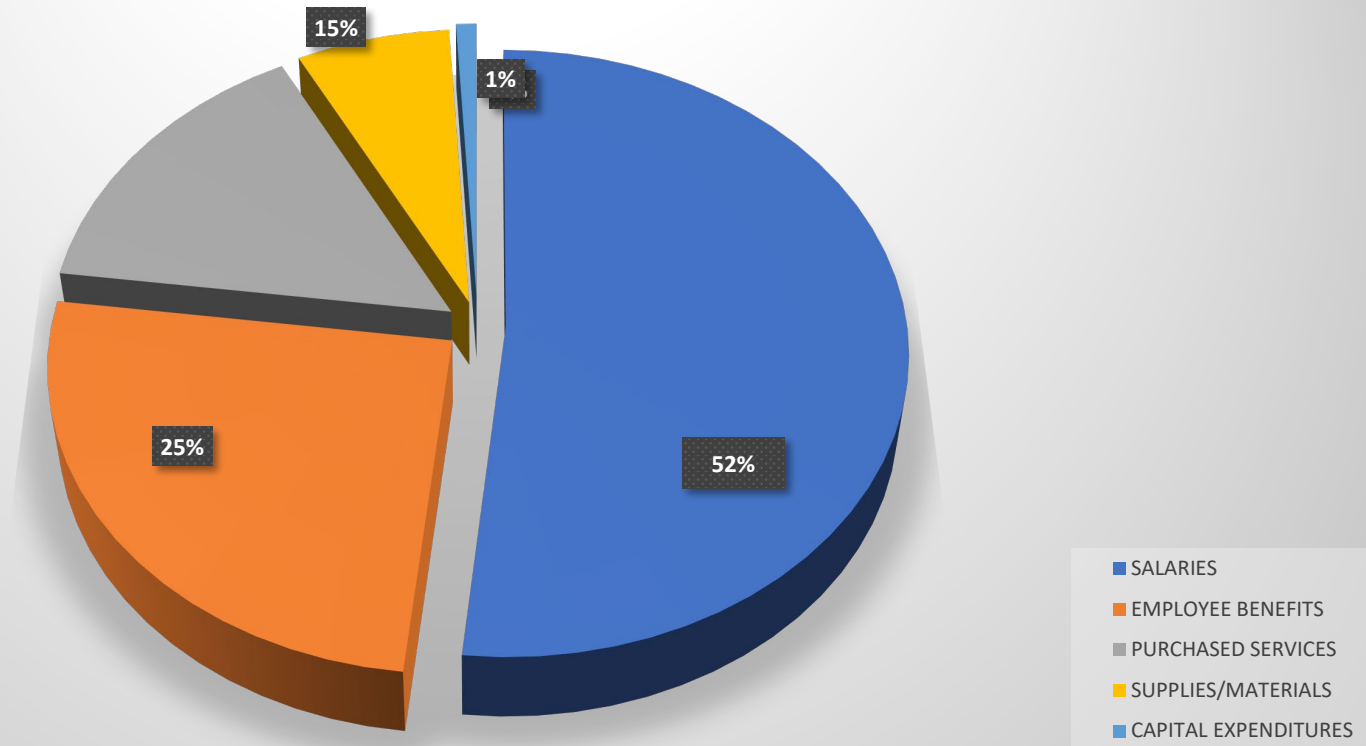


2023-24 Preliminary Budget Community Service Fund Budgeted Revenues & Percentage by Source

REVENUE SOURCES	21-22		22-23 REV		23-24 PRE	
	ACTUAL	%	BUDGET	%	BUDGET	%
PROPERTY TAXES	1,083,371	12.61%	938,472	11.18%	843,544	9.93%
STATE AIDS	2,728,565	31.77%	2,660,152	31.69%	2,750,000	32.37%
FEDERAL AIDS	2,892,386	33.68%	2,968,876	35.37%	3,012,000	35.45%
LOCAL REVENUES	1,884,196	21.94%	1,826,840	21.76%	1,890,000	22.25%
<b>TOTAL REVENUE SOURCES</b>	<b>8,588,518</b>	<b>100.00%</b>	<b>8,394,340</b>	<b>100.00%</b>	<b>8,495,544</b>	<b>100.00%</b>



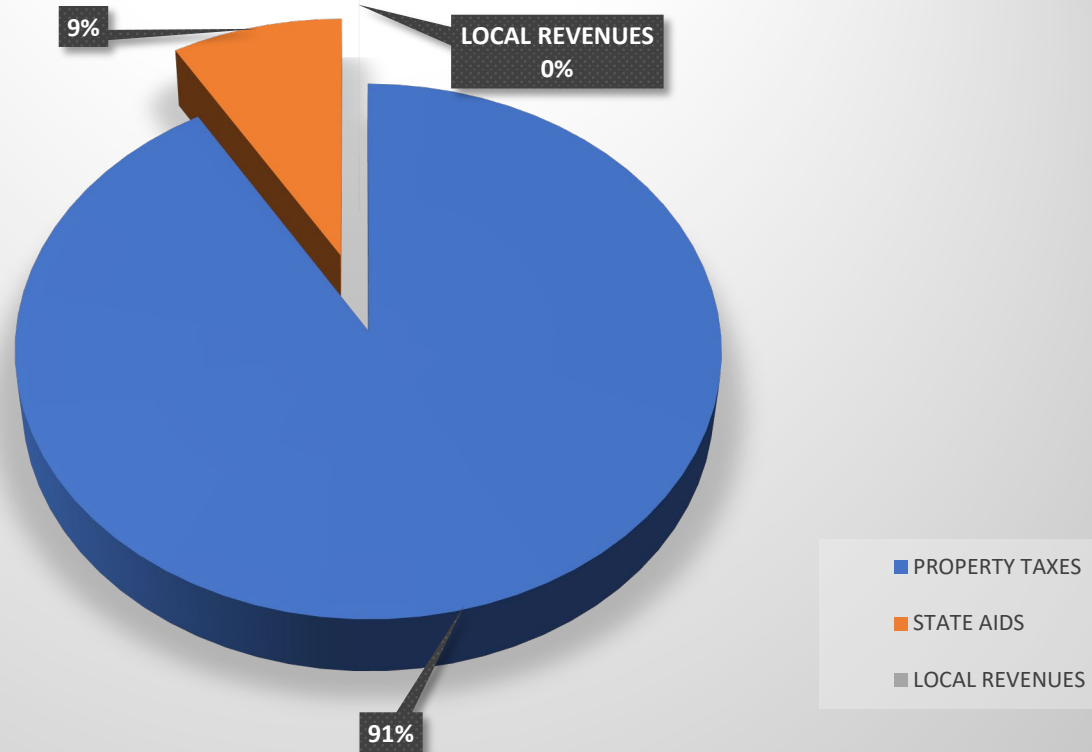
## 2023-2024 COMMUNITY SERVICE EXPENDITURE BUDGET BY OBJECT CODE



2023-24 Preliminary Budget Community Service Budgeted Expenditures and Percentage by Object

OBJECT EXPENSES	21-22		22-23 REV		23-24 PRE	
	ACTUAL	%	BUDGET	%	BUDGET	%
SALARIES	3,763,255	45.96%	4,505,160	50.41%	3,915,290	47.12%
EMPLOYEE BENEFITS	1,791,117	21.88%	2,195,718	24.57%	1,862,762	22.42%
PURCHASED SERVICES	1,805,267	22.05%	1,373,595	15.37%	1,825,000	21.96%
SUPPLIES/MATERIALS	408,118	4.98%	607,415	6.80%	450,000	5.42%
CAPITAL EXPENDITURES	176,692	2.16%	81,020	0.91%	81,020	0.98%
OTHER EXPENSE	243,128	2.97%	174,612	1.95%	174,612	2.10%
<b>TOTAL OBJECT EXPENSES</b>	<b>8,187,576</b>	<b>100.00%</b>	<b>8,937,521</b>	<b>100.00%</b>	<b>8,308,684</b>	<b>100.00%</b>

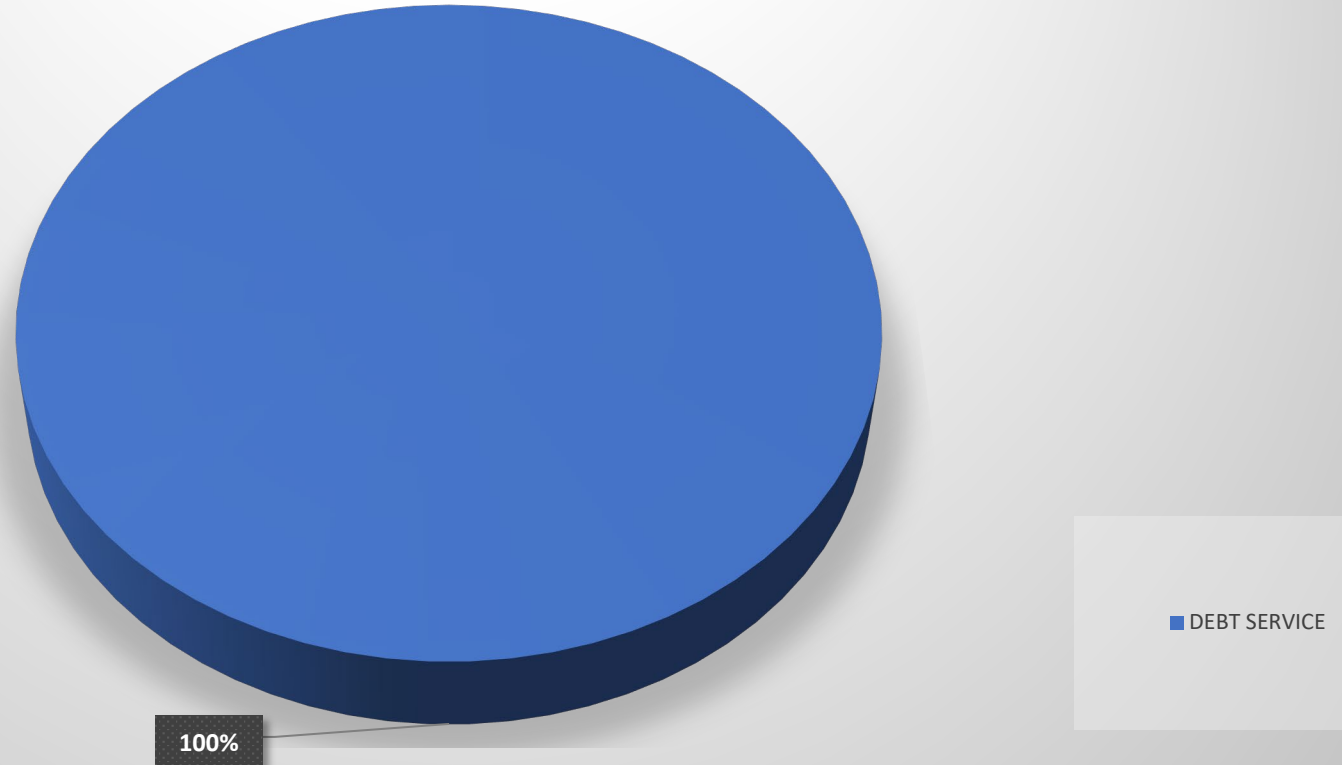
## 2023-2024 DEBT SERVICE REVENUE BUDGET



2023-24 Preliminary Budget Debt Service Fund Budgeted Revenues & Percentage by Source

REVENUE SOURCES	21-22		22-23 REV		23-24 PRE	
	ACTUAL	%	BUDGET	%	BUDGET	%
PROPERTY TAXES	22,759,558	90.79%	20,851,327	90.74%	21,616,223	91.41%
STATE AIDS	2,309,775	9.21%	2,127,064	9.26%	2,030,000	8.58%
FEDERAL AIDS	-	0.00%	-	0.00%	-	0.00%
LOCAL REVENUES	-	0.00%	1,000	0.00%	1,000	0.00%
<b>TOTAL REVENUE SOURCES</b>	<b>25,069,333</b>	<b>100.00%</b>	<b>22,979,391</b>	<b>100.00%</b>	<b>23,647,223</b>	<b>100.00%</b>

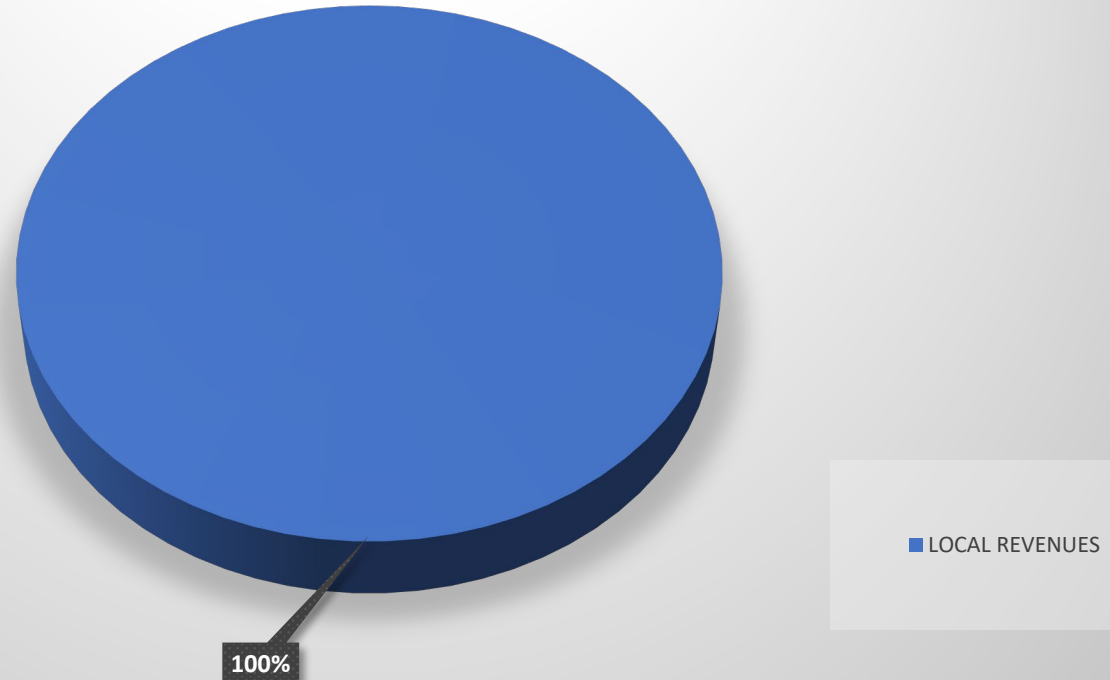
## 2023-2024 DEBT SERVICE EXPENDITURE BUDGET BY OBJECT CODE



2023-24 Preliminary Budget Debt Service Budgeted Expenditures and Percentage by Object

OBJECT EXPENSES	21-22		22-23 REV		23-24 PRE	
	ACTUAL	%	BUDGET	%	BUDGET	%
DEBT SERVICE	25,062,403	100.00%	24,691,485	100.00%	23,640,000	100.00%
<b>TOTAL OBJECT EXPENSES</b>	<b>25,062,403</b>	<b>100.00%</b>	<b>24,691,485</b>	<b>100.00%</b>	<b>23,640,000</b>	<b>100.00%</b>

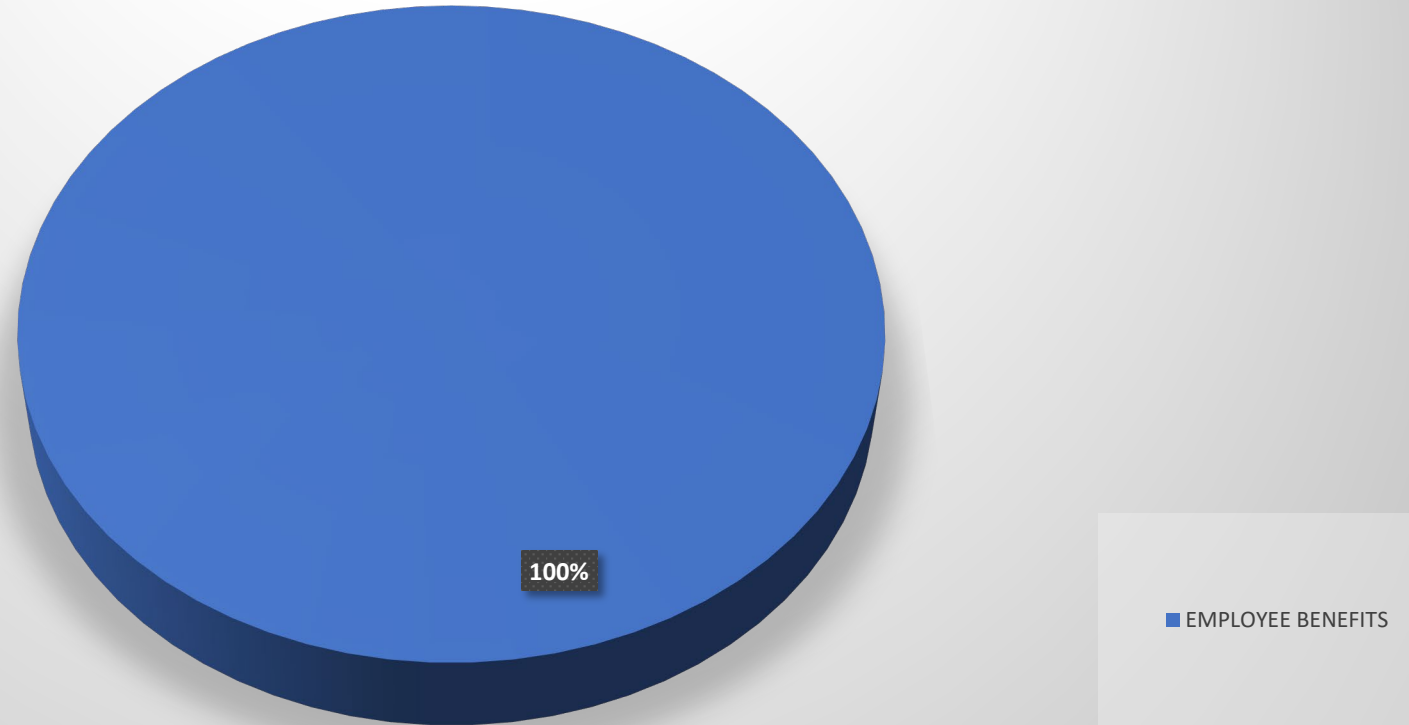
## 2023-2024 TRUST FUND REVENUE BUDGET



2023-24 Preliminary Budget Trust Fund Budgeted Revenues & Percentage by Source

REVENUE SOURCES	21-22		22-23 REV		23-24 PRE	
	ACTUAL	%	BUDGET	%	BUDGET	%
LOCAL REVENUES	236,094	100.00%	258,575	100.00%	276,100	100.00%
TOTAL REVENUE SOURCES	236,094	100.00%	258,575	100.00%	276,100	100.00%

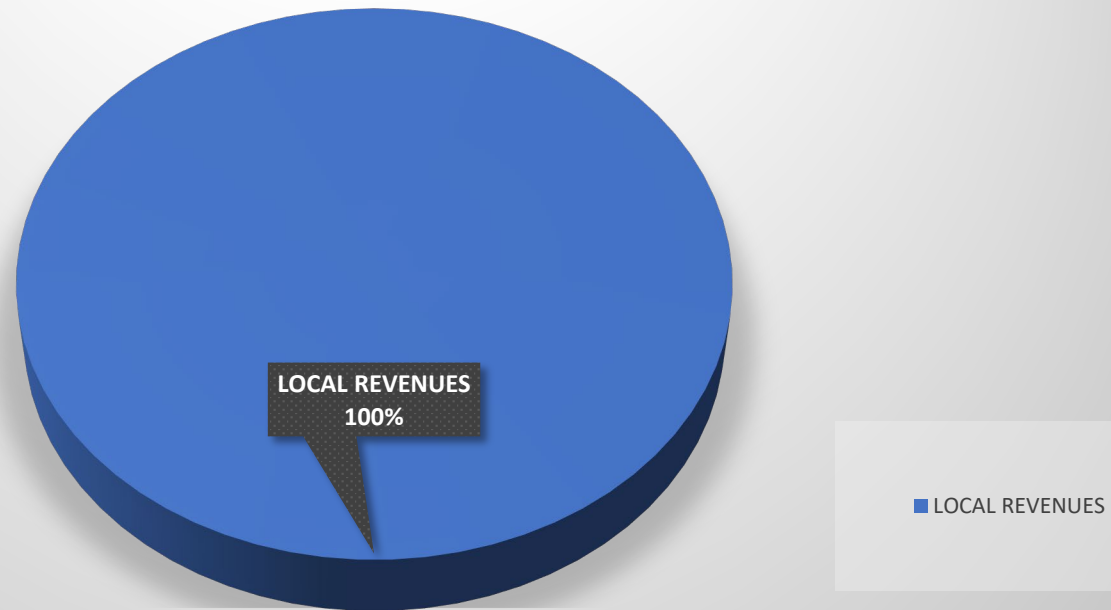
## 2023-2024 TRUST SERVICE EXPENDITURE BUDGET BY OBJECT CODE



2023-24 Preliminary Trust Fund Budgeted Expenditures and Percentage by Object

OBJECT EXPENSES	21-22		22-23 REV		23-24 PRE	
	ACTUAL	%	BUDGET	%	BUDGET	%
EMPLOYEE BENEFITS	250,000	100.00%	250,000	100.00%	253,750	100.00%
<b>TOTAL OBJECT EXPENSES</b>	<b>250,000</b>	<b>100.00%</b>	<b>250,000</b>	<b>100.00%</b>	<b>253,750</b>	<b>100.00%</b>

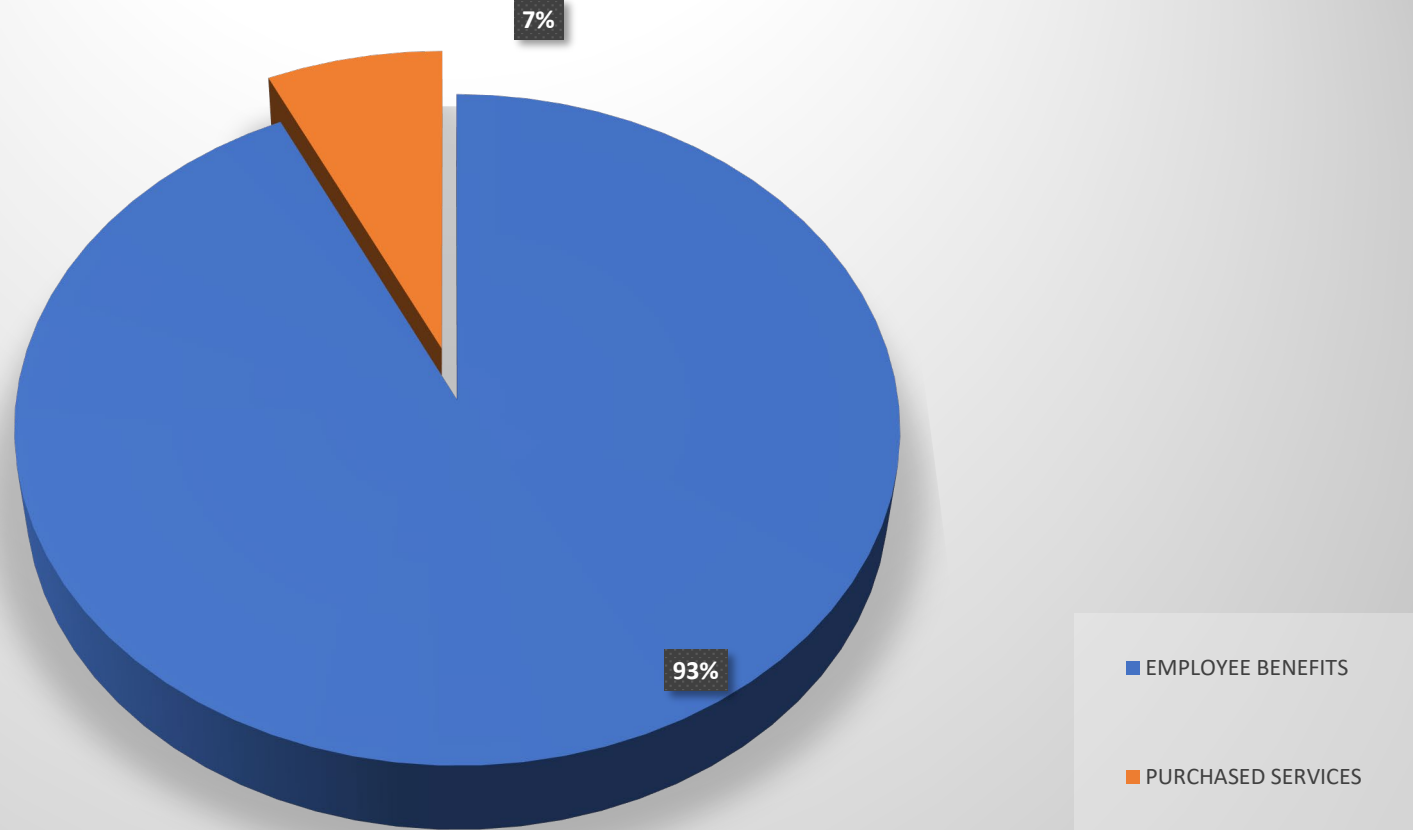
## 2023-2024 INTERNAL SERVICE REVENUE BUDGET



2023-24 Preliminary Internal Service Fund Budgeted Revenues & Percentage by Source

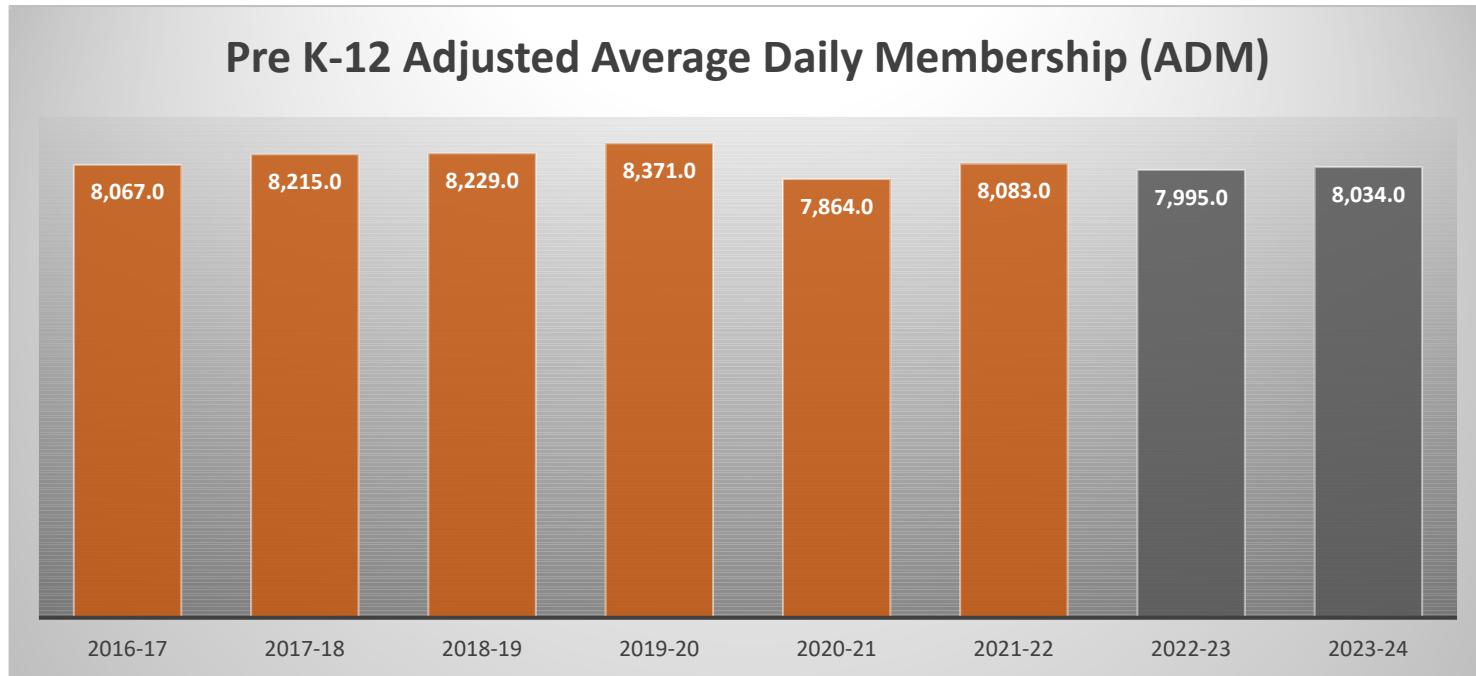
REVENUE SOURCES	21-22		22-23 REV		23-24 PRE	
	ACTUAL	%	BUDGET	%	BUDGET	%
LOCAL REVENUES	850,475	100.00%	917,000	100.00%	950,000	100.00%
TOTAL REVENUE SOURCES	850,475	100.00%	917,000	100.00%	950,000	100.00%

## 2023-2024 INTERNAL SERVICE EXPENDITURE BUDGET BY OBJECT CODE



2023-24 Preliminary Budget Internal Service Budgeted Expenditures and Percentage by Object

OBJECT EXPENSES	21-22		22-23 REV		23-24 PRE	
	ACTUAL	%	BUDGET	%	BUDGET	%
EMPLOYEE BENEFITS	709,529	93.13%	865,000	93.61%	850,000	92.90%
PURCHASED SERVICES	52,338	6.87%	59,000	6.39%	65,000	7.10%
<b>TOTAL OBJECT EXPENSES</b>	<b>761,867</b>	<b>100.00%</b>	<b>924,000</b>	<b>100.00%</b>	<b>915,000</b>	<b>100.00%</b>





	Actuals						Estimated	
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
EC	95.09	100.31	106.79	114.46	95.45	114.57	102	101
Vol Pre-K	28.85	38.4	35.96	45.12	41.58	40.57	43	40
K-6	4247.97	4315.02	4301.12	4341.61	3951.01	4089.14	4103	4203
7-12	3694.91	3761.64	3785.29	3869.82	3776.06	3838.83	3747	3690
Total ADM	8066.82	8215.37	8229.16	8371.01	7864.1	8083.11	7995	8034
Percent Change	-	1.84%	0.17%	1.72%	-6.06%	2.78%	-1.09%	0.49%

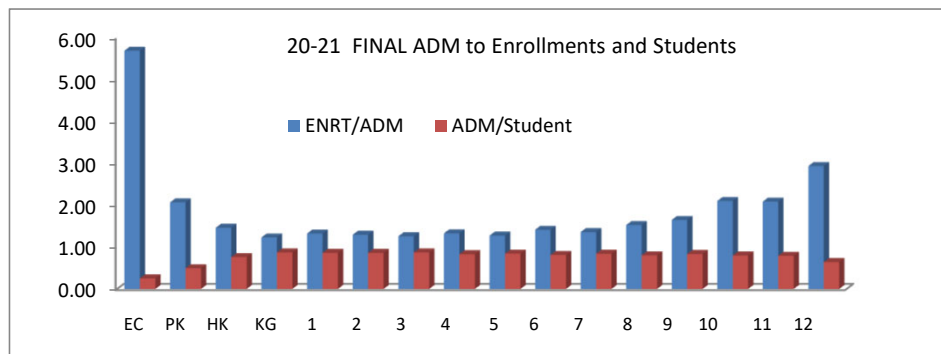
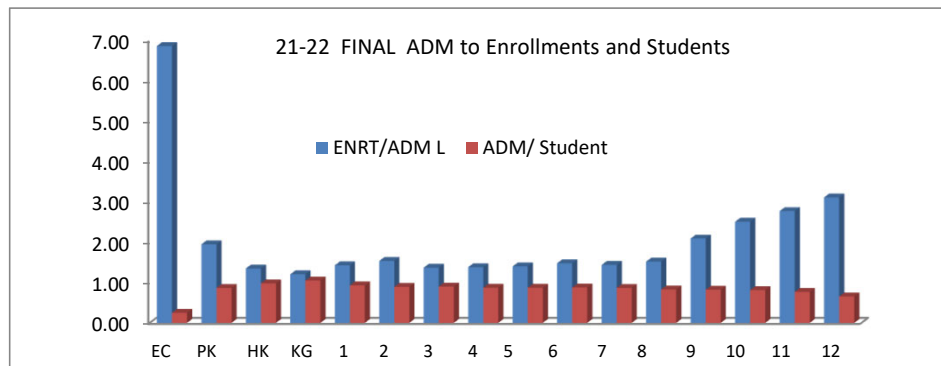
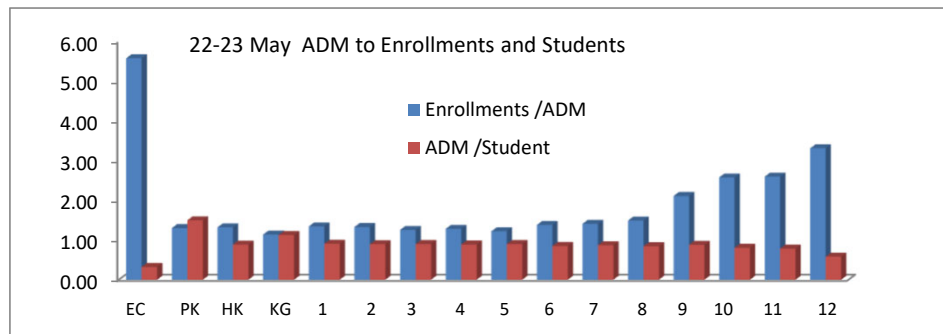
**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)  
May 2023**

375

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	794	444	376	142.41	102.00	5.58	0.32
PK	68	35	82	52.31	42.65	1.30	1.49
HK	166	142	133	125.84	90.00	1.32	0.89
KG	570	445	490	500.93	522.00	1.14	1.13
1	775	638	588	577.49	605.00	1.34	0.91
2	799	673	612.66	601.71	602.00	1.33	0.89
3	732	649	594	583.39	586.00	1.25	0.90
4	757	665	600.66	590.43	585.00	1.28	0.89
5	731	667	609.83	599.45	604.00	1.22	0.90
6	682	582	502.78	494.22	509.00	1.38	0.85
7	820	670	595.33	582.72	559.00	1.41	0.87
8	861	685	590.22	577.72	585.00	1.49	0.84
9	1528	824	722.17	724.47	648.00	2.11	0.88
10	1697	818	656.93	659.02	650.00	2.58	0.81
11	1805	889	693.67	695.87	680.00	2.59	0.78
12	1844	959	555.54	557.31	625.00	3.31	0.58
PS	662	661					
<b>Total:</b>	<b>14629</b>	<b>9785</b>	<b>8402.79</b>	<b>8065.30</b>	<b>7994.65</b>	<b>1.81</b>	<b>0.82</b>

+proj-budg>

70.65



2022-2023	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
School	Enroll	Gr 1-5													
Congdon Park 435	460.00	394.00	66.00	65.00	70.00	90.00	85.00	84.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	405.00	331.00	74.00	73.00	71.00	70.00	65.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	252.00	212.00	40.00	40.00	47.00	40.00	39.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	578.00	468.00	110.00	83.00	86.00	87.00	92.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	275.00	228.00	47.00	48.00	47.00	55.00	42.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	322.00	258.00	64.00	67.00	54.00	50.00	54.00	33.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	295.00	252.00	43.00	52.00	48.00	45.00	50.00	57.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	319.83	268.83	51.00	54.00	65.00	52.00	48.33	49.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	411.00	330.00	81.00	63.00	70.00	58.00	71.00	68.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	235.00	194.00	41.00	35.00	44.00	37.00	34.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	590.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	174.90	203.40	212.00	0.00	0.00	0.00	0.00
Ordean East Middle 335	1057.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	315.45	380.15	362.23	0.00	0.00	0.00	0.00
AE Online 650	168.87	576 students							0.00	0.00	0.00	29.37	41.14	61.75	36.61
Denfeld 215	896.70	85 Open Enrolled, 53 FT Residents, 438 PT Residents							0.00	0.00	0.00	289.35	209.20	229.30	168.85
East 220	1391.05	average enrollment 0.29 or 2 classes							0.00	0.00	0.00	377.05	365.80	354.45	293.75
Merritt Creek Academy 81	80.88	42.00	5.00	5.00	5.00	7.00	9.00	16.00	3.10	4.45	7.00	8.00	5.33	4.00	2.00
ALC 611	89.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.85	31.85	37.00
Chester Creek Academy 575	47.33	18.00	1.00	2.00	4.00	2.00	7.00	3.00	7.00	5.00	4.00	5.00	5.33	2.00	0.00
Rock Ridge Academy 580	25.38	7.00	0.00	1.00	1.00	1.00	4.00	0.00	1.00	2.00	3.00	3.75	4.63	2.00	2.00
Arrowhead Academy 605	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	4.00	3.00	7.00	1.00
Bethany Crisis Shelter 615	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hospitals 630	14.92	2.32	0.00	0.00	0.66	0.00	0.33	1.33	1.33	0.33	0.99	5.65	1.65	1.32	1.33
The Bridge 950	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.00
<b>Total:</b>	7944.79	3005.15	623.00	588.00	612.66	594.00	600.66	609.83	502.78	595.33	590.22	722.17	656.93	693.67	555.54



# Free School Meals Program Frequently Asked Questions (FAQ)

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Questions and responses will continue to be added to this FAQ. Check back often for updates.

Updated: 5/23/2023

## New in This FAQ

### Can we offer incentives to families to fill out the Applications for Educational Benefits?

No. Incentives and gifts are not allowable costs to the Food Service Fund or the General Fund.

### Is there any training scheduled for schools that want to start operating the National School Lunch Program and School Breakfast Program in the 23-24 school year?

Additional New School Nutrition Program Sponsor Application Process Training is being scheduled for May and June. For more information, email [mde.fns@state.mn.us](mailto:mde.fns@state.mn.us) with the subject line: New School Nutrition Program Sponsor Training. Include your school name, address, and contact information in the email.

**Our school has only operated the National School Lunch Program this school year, but we are going to add the School Breakfast Program next school year. If we have a vended meal contract, do we need to go out for bid again or can we just do an addendum to add the breakfast service to our contract?**

If adding the breakfast service to a school's vended meals contract will increase the total value of the contract by 10% or more, the school is required to rebid the contract for SY 2023-24. Sponsors should refer to the [MDE Meal Service Contracts](#) webpage for resources and templates and send questions to [MDE.FSMC@state.mn.us](mailto:MDE.FSMC@state.mn.us).

**In the 23-24 school year, will we need to continue to send meal counts to School Readiness for the Voluntary Prekindergarten (VPK) Program meal reimbursement?**

If a school is participating in the National School Lunch Program and the School Breakfast Program, meals served to students in VPK can be counted and claimed on the CLiCS reimbursement claim in the appropriate category of eligibility (free, reduced-price, or paid) at the school where they are served.

Schools that do not claim meals served to VPK students in CLiCS may continue to claim their meals through the current process with School Readiness.

**In the 23-24 school year, will we still need to enter the breakfasts served to kindergarteners in the paid eligibility category in the "Kindergarten Paid Meals Served" column in the monthly claim in CLiCS?**

No. There is no need to claim the breakfasts served to paid eligible kindergarten students in the "Kindergarten Paid Meals Served" column when participating in the MN Free School Meals Program.

All students must be correctly listed on meal eligibility rosters according to their actual federal school meal eligibility status: free, reduced price, or paid. In addition, meals served to students must be claimed in the student's correct federal eligibility category to receive correct federal and state reimbursements.

**If there is a late start due to weather or professional development, can we skip serving breakfast?**

Schools should plan to serve breakfast on all in-person academic school days – even if there is a late start.

**Our school operates a before school child care program that includes a fee for breakfast in the tuition. Can we continue to charge this fee?**

No. Programs that charge tuition or fees for service, such as private schools or school run child care centers, may not charge for the breakfasts or lunches claimed for reimbursement.

**With meals being available at no cost, should schools continue to complete the Paid Lunch Equity tool to determine the cost of a meal?**

No. The MN Free School Meals Program is considered non-pricing so there is no requirement for participating schools to evaluate the need to raise the student paid meal lunch price using the PLE tool. Sponsors should report their paid lunch price as zero.

**If students go on a field trip as part of the academic school day, can the meals be claimed for reimbursement if they are not eaten at the school?**

Yes, meals can be claimed for reimbursement if the field trip is part of the academic school day. Field trip meals must be counted at the point of service (e.g. at the field trip location if lunches are distributed there)

and must meet reimbursable meal pattern requirements. Field trip meals must be eaten in a congregate setting with other students attending the field trip. **§19**

Students attending a program at the same off-site location every day are not considered to be on a field trip.

**Can meals served to students participating in Postsecondary Enrollment Options (PSEO) be claimed for reimbursement?**

PSEO students enrolled in a high school participating in the School Breakfast Program and the National School Lunch Program can eat a breakfast and/or lunch at their high school. They can eat those meals on the campus outside of the regular meal times as long as the lunch is served between 10 a.m. – 2 p.m. and breakfast is served at or near the beginning of the school day.

For example, if a school starts serving lunch at 11:30 a.m., but the student leaves at 11:00 a.m. for their PSEO location, the student can be served a reimbursable meal to eat at the high school at 10:30 a.m. and the meal can be claimed.

Non-congregate meals cannot be claimed for reimbursement.

**Can homeschooled students participate in the National School Lunch Program and School Breakfast Program?**

No. Students must be enrolled in a school that is eligible for the National School Lunch Program. Homeschool programs are not eligible to participate in the National School Lunch Program.

## **General Questions**

**How is the Free School Meals Program different than the National School Lunch Program?**

The Free School Meals Program is a state funded program that provides reimbursement for meals served to students who do not qualify for free or reduced-price meals so all students receive the meals at no cost. Schools participating in the Free School Meals Program must participate in the National School Lunch Program and the School Breakfast Program and adhere to the regulations of those programs.

**Is the Minnesota Free School Meal Program a temporary program?**

No. The funding for the Minnesota Free School Meals Program is permanent.

**When does this program start?**

The Free School Meals Program begins on July 1, 2023.

**Can my school participate?**

School districts, charter schools, nonpublic schools, or other participants approved for the National School Lunch Program and School Breakfast Program may participate in the Free School Meals Program.

**Can an online school participate?**

No. Students must be enrolled in a school that is eligible for the National School Lunch Program.

**Do I need to operate the National School Lunch Program (NSLP) in order to receive free meals?**

§20

Yes, a school will need to operate both the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) in order to participate in the Free School Meals Program.

**Do I need to operate the School Breakfast Program (SBP) in order to receive free meals?**

Yes, a school will need to operate both the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) in order to participate in the Free School Meals Program.

**Is there any way to participate in the Minnesota Free School Meals Program and operate only the National School Lunch Program and NOT the School Breakfast Program?**

No.

**Can a school remain on the federal national school lunch program only and NOT participate in the free school meal program that requires breakfast and lunch?**

The United States Department of Agriculture's (USDA) National School Lunch Program (NSLP) is a voluntary program (i.e., schools can choose whether or not to participate). If a school participates in the NSLP and has an Identified Student Percentage (ISP) <62.5%, the school must participate in the Free School Meals Program. If a school participates in the NSLP and has an ISP ≥ 62.5%, the school may participate in the Free School Meals Program but only if they participate in the Community Eligibility Provision (CEP).

**Can our school operate the National School Lunch Program and/or the School Breakfast Program only some of the days that school is in session?**

No. The National School Lunch Program and the School Breakfast Program must operate on all academic school days that students are on campus.

**Is there a minimum percentage of free and reduced-price eligible students that our school must have to participate in the Free School Meals Program?**

No, there is not a minimum percentage of free and reduced-price eligible students required for a school to participate in the Free School Meals Program.

**Can we participate in the MN Kindergarten Milk Program if our kindergarten students are participating in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP)?**

Yes, kindergarten students participating in the NSLP and SBP may receive a milk at snack time and that milk can be claimed for reimbursement. This milk must be served at a snack time separate from breakfast and lunch.

**Is the After School Snack Program included in the MN Free School Meal Program?**

No. The After School Snack Program is not part of the MN Free School Meals Program.

**Do I still need to collect Applications for Educational Benefits?**

Yes, federal regulations require applications to be distributed. Schools should continue to collect Applications for Educational Benefits to determine if a student qualifies for free or reduced-price meals.

Applications for Educational Benefits are not needed to determine eligibility for students on the direct certification list.

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Students who receive meals at no charge, but who are not approved for free meals through federal school nutrition programs, must be correctly listed on meal eligibility rosters and the Minnesota Automated Reporting Student System (MARSS) data according to their actual school meal eligibility status – either reduced-price or paid. Meals served to these students must be correctly claimed as reduced-price or paid meals to receive the correct federal and state reimbursements.

### **Why is important to continue to collect Applications for Educational Benefits?**

A school's eligibility for programs such as the Summer Food Service Program (SFSP), the Seamless Summer Option (SSO), and federal after school snack and supper programs is based on free and reduced-price eligibility.

Additional federal meal reimbursement is available to schools/districts that meet severe need criteria based on free and reduced-price eligibility.

Students and families may qualify for other program fee reductions based on their eligibility for free or reduced-price meals.

### **If a family refuses to complete an Application for Education Benefits, are we supposed to refuse to serve them a meal?**

No. A family is not required to complete an Application for Educational Benefits. A student may not be refused a meal because a family has not completed an Application for Educational Benefits.

### **Can a private school or charter school participate in the Free School Meals Program by teaming up with a public school district?**

Yes. A private school or charter school may work with their local school district to become a joint agreement site under the school district. The school district is not required to take on joint agreement sites. The private school or charter school looking to become a joint agreement site should contact their local school district as soon as possible to determine if the school district is willing and able to take on this responsibility.

### **Will meals be free for teachers and staff?**

No. School Nutrition Programs funds may not subsidize meals served to nonprogram adults. The adult meal price must be set high enough so that the cost of the meal is fully paid by the customer. For school year 22-23, the minimum price for a breakfast served to an adult is \$2.25 and the minimum price for a lunch served to an adult is \$4.95. Updated minimum adult meal prices for the 23-24 school year will be on the MDE website this summer once reimbursement rates are received from the U.S. Department of Agriculture (USDA).

### **Where can I find a list of the schools that are participating in the Free School Meals program?**

The MN Department of Education has not yet started the process for schools to apply to participate in the Free School Meals Program; therefore, there is no list of participating schools available at this time.



**Can we provide meals to our students through this program on weekends, during the summer, or on other school breaks?** 522

The National School Lunch Program and the School Breakfast Program can only operate on academic school days. Other federal child nutrition programs such as the Summer Food Service Program (SFSP), Seamless Summer Option (SSO), and Child and Adult Care Food Program (CACFP) may be available for schools to operate on non-academic days.

**During school breaks (Winter Break, Spring Break, etc.), can we claim meals served to children attending childcare programs under the National School Lunch Program (NSLP) and the School Breakfast Program (SBP)?**

No. Meals can be claimed under the NSLP and the SBP on academic school days only. Schools interested in providing meals during breaks such as Winter Break or Spring Break may apply for the Child and Adult Care Food Program (CACFP).

## New Sponsors

**Our school has never participated in the National School Lunch Program, but we would like to participate now that meals will be free. How can we sign up our school?**

Instructions for becoming a new sponsor are found in the document [Application Process for the School Nutrition Program](#). This process can take six to nine months to complete and should be started a minimum of six months prior to the first day of school nutrition operation.

Schools that are not currently participating in the National School Lunch Program (NSLP) may also consider contacting their local school district to determine if the school district is willing and able to add the school as a joint agreement site under their program.

**My school participated in NSLP in the past and has not been on the program for several years. How can we sign our school up for the free meal program?**

Sponsors who have not participated in the National School Lunch Program for more than one year will need to apply through the new sponsor process.

Instructions for becoming a new sponsor are found in the document [Application Process for the School Nutrition Program](#). This process can take six to nine months to complete and should be started a minimum of six months prior to the first day of school nutrition operation.

Schools that are not currently participating in the National School Lunch Program (NSLP) may also consider contacting their local school district to determine if the school district is willing and able to add the school as a joint agreement site under their program.

**We currently participate in the Special Milk Program and would like to switch to the National School Lunch Program and the School Breakfast Program. What do we need to do?**

While schools participating in the Special Milk Program are already set up in CLICS, there are several other steps necessary to operate the National School Lunch Program and School Breakfast Program. Schools on

the Special Milk Program should follow the instructions for becoming a new School Nutrition Program sponsor.

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Instructions for becoming a new sponsor are found in the document Application Process for the School Nutrition Program. This process can take six to nine months to complete and should be started a minimum of six months prior to the first day of school nutrition operation.

Schools that are not currently participating in the National School Lunch Program (NSLP) may also consider contacting their local school district to determine if the school district is willing and able to add the school as a joint agreement site under their program.

## Current Sponsors

**Our school/school district is currently participating in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) in the 2022-23 school year. What do we need to do to participate in the Free School Meals Program that begins in the 2023-24 school year?**

Current Sponsors of the National School Lunch Program will be notified when it is time to complete the application for the Free School Meal Program in CLiCS for the 2023-24 school year.

**Our school already participates in the National School Lunch Program and is adding the School Breakfast Program for the 2023-24 school year. What steps do we need to take to add the School Breakfast Program?**

Sponsors that are not yet operating the School Breakfast Program, but are already operating the National School Lunch Program, will be able to add the School Breakfast Program in CLiCS as part of the School Nutrition Program application process for the 2023-24 school year.

**When can I complete my application in CLiCS for the 23-24 school year?**

The applications in CLiCS will be available to complete in late May. When you complete your sponsor and site applications in CLiCS for the 23-24 school year, review all information for accuracy and update any items that are incorrect or inaccurate.

## Community Eligibility Provision (CEP)

**Is my school required to participate in the Community Eligibility Provision (CEP)?**

A school's participation in CEP is not mandatory.

If a school's Identified Student Percentage (ISP) is  $\geq 62.5\%$ , the school must participate in CEP in order to participate in the free school meals program.

If a school's ISP is  $<62.5\%$ , the school is not required to participate in CEP; however, the school must participate in the Free School Meals Program.

## What if my school is already participating in the Community Eligibility Provision (CEP)?

824

If your school is already participating in the Community Eligibility Provision (CEP), you can continue to participate on your current 4-year cycle or establish a new 4-year cycle. Sponsors are encouraged to review the ISP based on April 1, 2023 data and establish a new base year for 2023-24 if their new ISP is higher. A higher ISP will maximize the amount of federal reimbursement and reduce the state's cost.

## Our school was planning to apply for the Community Eligibility Provision (CEP) for the 23-24 school year. With the Free School Meal Program in Minnesota, should we still consider applying for CEP?

Yes. Schools with an ISP  $\geq 62.5\%$  must participate in the CEP to participate in the Free School Meals Program. Schools with an ISP  $< 62.5\%$  should consider participating in CEP.

Schools with a high ISP can utilize CEP to maximize their federal reimbursement and reduce the state's cost.

## Where can I find the Identified Student Percentages (ISPs) for the schools in my district?

Proxy ISPs are available on the MDE website. Actual ISPs are used to determine eligibility and claiming percentages for the Community Eligibility Provision (CEP). Use the following calculation to determine your ISP:

$$\text{ISP} = \frac{\text{the number of identified students as of April 1}}{\text{the number of students enrolled in that site as of April 1}}$$

Identified students include:

- Directly certified students with the exception of students certified as Medicaid-Reduced (and household members of directly certified students).
- Homeless, migrant or runaway students.
- Head Start/Even Start/Early Start participants.
- Recipients of the Food Distribution Program on Indian Reservations (FDPIR).
- Foster children certified through means other than a free/reduced-price application.

Enrolled students are those enrolled as of April 1 who have access to either breakfast or lunch at the site(s). This would include preschool students if they have access to breakfast or lunch.

## Meal Pattern

### Since the Free School Meals Program is a State of Minnesota program, do we still need to follow the Federal National School Lunch Program (NSLP) and School Breakfast Program (SBP) meal patterns?

Yes. Schools participating in the Free School Meals Program must participate in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). Schools must follow the federal meal patterns and all other federal requirements for these programs.

### How can a parent or student advocate for improved meal quality at their school?

Parents and students should first contact the school's food service director with concerns related to meal quality. While meal pattern requirements are set at the federal level, school menus are set at the local school or school district level.

Federal requirements include minimum servings for vegetables, fruits, milk, grains, and meat or meat alternate components. In addition, schools must adhere to requirements for calories, fat, saturated fat, and sodium content. 825

USDA recently proposed updates to the meal standards and is collecting comments until May 10, 2023.

Comments can be submitted at [Proposed Updates to the School Nutrition Standards | Food and Nutrition Service \(usda.gov\)](https://www.usda.gov/food-nutrition-service/proposed-updates-to-the-school-nutrition-standards).

## Meal Service

### **Can the free meals be sent home like we did during the pandemic?**

No. Congregate meal service is required in the National School Lunch Program and the School Breakfast Program. Meals may not be taken off campus, sent home, delivered, or picked up by parents or others.

### **On distance learning days, can we serve meals to students who choose to come to the school?**

Meals can only be claimed if they are served and consumed at the school on an academic school day in a congregate setting.

### **Our school will be under construction and we will be providing classes through distance learning. Can we provide meals to our students during this time?**

Meals can only be claimed if they are served and consumed at the school on an academic school day in a congregate setting.

### **Can students enrolled in a virtual school in our district eat meals at one of our school buildings?**

Students must eat meals at the school where they are enrolled. Virtual schools are not eligible to participate in the National School Lunch Program or the School Breakfast Program.

While schools may provide and claim meals served to visiting students when they are visiting another school for a scheduled special event (e.g. district band concert), schools may not act as open sites under the National School Lunch Program or School Breakfast Program in order to feed any student that shows up at meal time.

### **Can a school use a clicker to count the meals?**

Only schools on CEP or in a non-base year of Provision 2 may use a clicker to count total reimbursable meals served. Although clickers are allowed for total counts for these provision schools, all schools must have proper controls in place to ensure that students are not being counted and claimed for more than one reimbursable breakfast and one reimbursable lunch per day.

Schools that are not on CEP or are in a Provision 2 base year must count and claim meals based on the eligibility of the student receiving the meal. Students who receive meals at no charge, but who are not approved for free school meals, must be correctly listed on meal eligibility rosters according to their actual school meal eligibility status – either reduced-price or paid. Meals served to these students must be correctly claimed as reduced-price or paid meals to receive correct federal and state reimbursements.

## **Can students get second meals for free?**

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This legislation provides a maximum of one free breakfast and one free lunch per day to students at participating schools. A second breakfast and/or a second lunch is considered an a la carte item and must be priced at the adult meal rate.

## **Can schools sell a la carte items?**

Yes, schools may sell a la carte items that meet the federal Smart Snacks requirements. In addition, the prices charged for a la carte items must continue to meet federal nonprogram food sales requirements. A second breakfast and/or a second lunch is considered an a la carte item and must be priced at the adult meal rate.

## **We sell second entrees as an a la carte item. Is there a minimum price that I must charge for a second entrée? Is there a minimum price that I must charge for a la carte items?**

The prices charged for a la carte items must continue to meet federal nonprogram food sales requirements. USDA requires SFAs to determine if the percent of total revenue generated from their nonprogram food sales is equal to or greater than the percent of total food costs attributable to the SFA's purchase of nonprogram food. For example, if the cost of nonprogram foods is 20 percent of the SFA's total food costs, then the amount of revenue generated from the sale of the nonprogram foods must be at least 20 percent of the total revenue in the school food service account. Schools planning to sell second entrees or other a la carte items are advised to read through [USDA Memo SP 20-2016](#) for further guidance.

## **Can a school deny a second meal, second entrée, or a la carte item if the student does not have money in their account to pay for it?**

Yes. Schools are not required to provide second meals, second entrees, or other a la carte items if a student does not have the funds available to pay for the item(s).

It is a best practice for the school to avoid situations that may result in a student being denied a la carte item(s) at the point of service due to a lack of funds. For example, the school could sell a la carte items separately from the reimbursable meal serving lines and ensure that the student's account has the funds available before the item is provided to the student.

## **If a student brings their own lunch and only wants a milk, do we charge them for the milk or can we claim this milk for reimbursement?**

A meal must meet the meal pattern requirements in order to be claimed for reimbursement. A milk by itself does not meet the minimum requirements to be claimed for reimbursement.

If a school participates in offer versus serve, a student must take at least the minimum number of components or items under offer versus serve for the meal to be claimed for reimbursement.

If a school does not participate in offer versus serve, a student must take all meal components or items for the meal to be claimed for reimbursement.

If a student does not take a meal that meets the requirements above, the milk must be purchased at the a la carte milk price.

## **What are the hours that breakfast can be served?**

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Breakfast must be served at or near the beginning of the school day.

## **Is there a minimum number of students necessary to operate the School Breakfast Program?**

No.

## **PreK Programs**

### **Will preschool students be included in the Free School Meals Program?**

If a program is federally eligible for both the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and operates under the school or school district, they are eligible to participate in the MN Free School Meals Program.

If a program is not operated under the school or school district, whether or not it is located in the same location, they are not eligible to participate in the NSLP, the SBP, or the MN Free School Meals Program.

Additional examples are included below.

### **Our school participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and operates a PreK Program. Can we claim the breakfasts and lunches that we serve to the PreK children enrolled in this program?**

Yes, the meals can be claimed as long as they meet all of the requirements (meal pattern, point of service meal counts, etc.) of the NSLP and the SBP.

### **Our school participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and operates a childcare center in our elementary school. Can we claim the breakfasts and lunches that we serve to PreK and younger children in this childcare program?**

Yes, the meals can be claimed as long as they meet all of the requirements (meal pattern, point of service meal counts, etc.) of the NSLP and SBP.

### **Our school participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and rents/provides space to another entity that operates a childcare center in our elementary school. Can we claim the breakfasts and lunches that we serve to children in this childcare program?**

No. If a program is not operated under the school or school district, whether or not it is located at the same location, they are not eligible to participate in the NSLP, SBP or the MN-FSM.

The childcare program may apply for the Child and Adult Care Food Program (CACFP).

### **Our school participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and rents space in our elementary school to a Head Start Program that is not operated by our school district. Can we claim the breakfasts and lunches that we serve to children in this childcare program?**

No. If a program is not operated under the school or school district, whether or not it is located at the same location, they are not eligible to participate in the NSLP, SBP or the MN-FSM.

**If PreK or Kindergarten students attend a half day program, are they eligible to participate in the Free School Meal Program if they are not at school for both breakfast and lunch?**

Yes. An individual student is not required to participate in both the School Breakfast Program and the National School Lunch Program.

**If our district has a joint agreement with a private school that has children in grades PreK-8, can the meals served to PreK students be claimed for reimbursement?**

If the school is eligible to participate in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) and the PreK program is operated by that school, then the meals served to PreK students can be claimed for reimbursement under the NSLP and SBP.

**Can we claim meals for a PreK Program in our district under the National School Lunch Program (NSLP) and the School Breakfast Program (SBP) if the PreK Program is in its own building?**

If the PreK program is operated by the district and the meals meet all of the requirements (meal pattern, point of service meal counts, etc.) of the NSLP and SBP, they can be claimed for reimbursement. The site will need a CLiCS site ID and the meals must be claimed at this site.

**What meal pattern should we use for meals that we serve to PreK students?**

PreK students eating in the cafeteria with other elementary students can be served the meal pattern that is used for the other elementary students.

PreK students eating meals separately from the other elementary students should follow the infant and/or preschool meal pattern applicable to the age of the student.

## Summer

**We are operating an academic summer school program at several of our schools in July. Can we operate the National School Lunch Program (NSLP) and School Breakfast Program (SBP) at these sites? Will our district be able to claim these meals under the Free School Meals Program?**

Yes, you can operate the NSLP and the SBP at an academic summer school. The CLiCS application for the School Nutrition Programs must be submitted and approved for all months that you are planning to claim meals at the site(s).

Reimbursable meals served under NSLP and SBP can be claimed only for students enrolled in the academic summer school. Meals must be counted at the point of service. Meals must be claimed by the student's eligibility category. The Free School Meal Program reimbursement rates begin on July 1, 2023.

**Our school is planning an academic summer school program for a couple of hours each morning. Is it possible to operate only the School Breakfast Program for our summer school program after July 1?**

Federal regulations and Minnesota statutes allow the School Breakfast Program to be operated at a site without the National School Lunch Program.

Schools participating in the Community Eligibility Provision (CEP) must operate both the School Breakfast Program and the National School Lunch Program. 529

Beginning July 1, 2023, Minnesota schools participating in the Minnesota Free School Meals Program must operate both the National School Lunch Program and the School Breakfast Program.

### **What summer programs can operate the National School Lunch Program and the School Breakfast Program?**

Academic summer school programs can operate the National School Lunch Program and the School Breakfast Program. Academic summer school programs include classes that provide credits and extended school year (ESY) programs.

Summer camps, summer enrichment, and summer day care programs may not participate in the National School Lunch Program and School Breakfast Program.

## **Financial**

### **How are the free meals reimbursed?**

Claims for reimbursement are submitted in CLiCS. Schools must have an approved application in CLiCS before a claim can be submitted. Additional information will be provided in future FAQ's regarding claims for reimbursement in CLiCS. It will be important to ensure that meals are claimed in the correct federal eligibility category to receive correct federal and state reimbursements.

### **Can our school claim reimbursement for all of the meals that we prepare? Can our school claim reimbursement for all of the meals that we order from our vendor?**

No. Meals can only be claimed if they are served to eligible students and meet reimbursable meal requirements. Meals must be counted at the point of service and claimed in the correct federal eligibility category. Up to one reimbursable breakfast and one reimbursable lunch may be claimed per student per day.

### **Could you please provide a breakdown of the reimbursement from the Federal and State portions for the paid meals for SY 2023-24?**

Federal reimbursement rates for school year 2023-24 are not yet available. MDE will post the reimbursement rates once they are available.

It will be important to ensure that meals are claimed in the correct federal eligibility category to receive correct federal and state reimbursements.

The state reimbursement equals the difference between the applicable federal reimbursement rate at that school site for a free meal, as determined annually by the United States Department of Agriculture, and the actual federal reimbursement received by the participating school for the breakfast or lunch served to the student.

### **How will compensatory funding be impacted by the Free School Meals Program?**

The Free School Meals Program legislation contains a "hold-harmless" provision for the next two years.



**How will the Free School Meal Program affect our Title I funds?**

ESEA Title funds and services are not dependent on free or reduced-price meal eligibility status for traditional school districts. Additionally, the FFY23/SFY24 calculations use October 1, 2022 data, so there are no immediate (SFY24) implications for any ESEA Title program, including traditional public school districts, public charter schools, and nonpublic equitable services.

More information about Title I, Part A allocations can be found on the [ESEA Title Programs website](#) or by contacting [mde.esea@state.mn.us](mailto:mde.esea@state.mn.us).

**Students in our district have prepaid accounts that they have used to pay for meals, a la carte milk, and/or a la carte snack items. Will we need to refund the money on these accounts next school year?**

If your school/school district will sell a la carte items or second meals next school year, funds can remain on students' prepaid accounts to pay for these a la carte items. Refunds should be made if a la carte will not be available for students to purchase and/or if a parent requests a refund of funds on the account.

Many students in our school/district have negative balances. Can those negative balances be deleted?

No. A debt owed to the nonprofit school food service account remains on the accounting documents until it is either collected or determined to be uncollectable. Unpaid meal debt can be paid with nonfederal funds, including the General fund or donations.

**What can reimbursement funds be used for?**

All revenue from foodservice operations must be retained solely for the operation and improvement of school meal programs. This includes expenses such as food, labor, supplies, and equipment used to prepare and serve reimbursable meals.

**More students are going to eat meals now that they are available at no cost. Is there any money available for facility upgrades for our kitchen?**

A sponsor's nonprofit school foodservice account may be used to purchase needed equipment and supplies for the purpose of upgrading kitchens to accommodate an increase in meals being prepared and served. MDE has developed a Child Nutrition Programs equipment list of items that will receive automatic state agency approval. The SFA may purchase those equipment items, following proper federal, state or local procurement procedures, as applicable, without submitting a written request to MDE for approval. If an SFA chooses to select equipment that was not included on the MDE-approved list, it must submit a request for approval to the state agency prior to purchasing the item as required at 2 Code of Federal Regulations (CFR) Part 225 Appendix B, section 15. Refer to [MDE's Equipment Purchase Policy and Pre-approved Equipment List](#) for further information.

Please be aware that the following expenses are considered capital expenses that would add to the permanent value of the school building and are therefore unallowable: Supplies, equipment, and labor costs associated with facility improvement, rearrangement, and/or reconversion; Costs associated with remediation or repair to a school building (i.e., plumbing, heating, air conditioning, ventilation). These costs should be borne by the SFA's general fund or another nonfederal fund source.

### **My question was not answered in this FAQ, who should I contact?**

Additional questions can be submitted to the MN Department of Education, Nutrition Program Services division by emailing [mde.fns@state.mn.us](mailto:mde.fns@state.mn.us).

## ESSER KEEP 2023-2024

Assignment Type Description	Building Description	Entered FTE
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Guidance Counselor Secondary	Denfeld High School	0.20000
Guidance Counselor Secondary	Denfeld High School	1.00000
Guidance Counselor Secondary	Denfeld High School	0.20000
Guidance Counselor Secondary	East High School	1.00000
Guidance Counselor Secondary	Ordean-East Middle School	1.00000
Tchr Elem Read Intervention	Administration Building	0.25000
Tchr Elem Read Intervention	Congdon Park Elementary	0.50000
Tchr Elem Read Intervention	Homecroft Elementary	0.40000
Tchr Elem Read Intervention	Lakewood Elementary	0.50000
Tchr Elem Read Intervention	Laura MacArthur Elementary	1.00000
Tchr Elem Read Intervention	Lowell Elementary	1.00000
Tchr Elem Read Intervention	Lowell Elementary Spanish Immersion	0.70000
Tchr Elem Read Intervention	Piedmont Elementary	1.00000
Tchr Elem Read Intervention	Stowe Elementary	0.85000
Tchr Interventionist Math	Homecroft Elementary	0.50000
Tchr Interventionist Math	Lakewood Elementary	0.50000
Tchr Interventionist Math	Laura MacArthur Elementary	0.50000
Tchr Interventionist Math	Piedmont Elementary	1.00000
Tchr Interventionist Math	Stowe Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Congdon Park Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Denfeld High School	1.00000
Tchr SEL MTSS Coord TOSA	East High School	1.00000
Tchr SEL MTSS Coord TOSA	Homecroft Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Lakewood Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Laura MacArthur Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Lester Park Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Lincoln Park Middle School	1.00000
Tchr SEL MTSS Coord TOSA	Lowell Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Myers-Wilkins Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Ordean-East Middle School	1.00000
Tchr SEL MTSS Coord TOSA	Piedmont Elementary	1.00000
Tchr SEL MTSS Coord TOSA	Stowe Elementary	1.00000

FTE Continued

31.10000

## ESSER END 2022-2023

Assignment Type Description	Building Description	Entered FTE
Dean of Students	Denfeld High School	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Digital Innovation Specialist	District Wide	1.00000
Help Desk Technician	Administration Building	1.00000
Instructional Para	Laura MacArthur Elementary	0.47500
Instructional Para	Laura MacArthur Elementary	0.47500
Mental Hlth Practitioner	Denfeld High School	1.00000
Tchr Alternative to Suspension	Denfeld High School	1.00000
Tchr Alternative to Suspension	Denfeld High School	1.00000
Tchr Curric Spec Elementary	District Wide	1.00000
Tchr Sec Innovation Coord TOSA	District Wide	1.00000
Tchr Dist Assess Coord TOSA	District Wide	1.00000
Tchr English	East High School	0.40000
Tchr Music Band	Ordean-East Middle School	1.00000
Tchr Music Orchestra	Ordean-East Middle School	0.10000
Tchr Sec Reading Invervention	Ordean-East Middle School	1.00000
Tchr Student Engagement TOSA	Myers-Wilkins Elementary	0.40000
Tchr Visual Arts	East High School	0.20000

FTE ended 16.05

FTE added back with new funding source 5.40

Total FTE reduction 10.65

**NOTES**

Position continued with new funding source

Position continued with new funding source

Position continued with new funding source

One joint position continued with new funding source

Position continued for one more year with new funding source

Position converted to fulltime Dean with new funding source



**2023-2024 RESOLUTION FOR MEMBERSHIP  
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE  
Membership Renewal Form**

535

**This form must be completed once for each school in the district.**

**Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.**

**RESOLVED**, that the Governing Board or Entity of Duluth Dentel High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

**FURTHER RESOLVED**, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

**FURTHER RESOLVED**, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

***Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.***

***Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.***

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

**The following is taken from the MSHSL Constitution:**

**208.00 LOCAL CONTROL**

**208.01 Designated School Representatives**

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

**One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.**

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

**208.02 Designated Activity Representatives**

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

**208.03 Local Advisory Committee**

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

ISD 709 - Duluth Denfeld High School  
Name of School (Please Print)

### 208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Paul Sandholm

(Designated School Board Member – please print)

Tom Pearson

(Designated School Representative – please print)

paul.sandholm@isd709.org  
Email Address

Tom.Pearson@FSD709.org  
Email Address

### 208.02 ACTIVITY REPRESENTATIVES

Tom Pearson

(Boys Sports – please print)

Tom Pearson

(Girls Sports – please print)

Tom Pearson

(Speech – please print)

Tom Pearson

(Music – please print)

### 208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Paul Sandholm

(Board Member – please print)

Nolan Udd

(Student – please print)

Tammy Udd Tammy Udd  
(Parent – please print)

Eric Stang  
(Faculty Member – please print)

Tom Pearson, AD

(Mailing Representative – please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name:

Amber Sadowski  
(Clerk/Secretary - Local Governing Board)

Print Name:

John Magas  
(Superintendent or Head of School)

Signed:

(Clerk/Secretary - Local Governing Board)

Signed:

(Superintendent or Head of School)

Date:

Date:

5/22/23

**HUMAN RESOURCES ACTION ITEMS FOR: June 20, 2023****CERT APPOINTMENT**

TERLOUW, RACHAEL

**POSITION**

ELEMENTARY INTERVENTIONIST/ HOMECROFT/ MA STEP 5, 57,665.00

**EFFECTIVE DATES**

8/29/2023

**CERT EXTENSIONS**

BILES, KRISTEN L  
 BISHOP, LINNEA L  
 BROWN, PAULA  
 CASTELLANO, PATRICIA A  
 DAHL, CAROL M  
 DALBEC, SHARON M  
 DERRICK, JENNIFER T  
 DESCOMBAZ, MICHAEL C  
 DURFEE, CHRISTOPHER S  
 EDWARDS, KATHLEEN A  
 FAIT, ELIZABETH R  
 GLOCKLE, NATHAN K  
 GRANMO, SHERYL A  
 GRENIER, JODY L  
 HANSEN, LINDSEY L  
 HENDERSON, LYNN M  
 HINTSALA, JACOB A  
 HOPPE, ASHLEY M  
 JAROS, JENNIFER M  
 JENKINS, TREASURE A  
 JESSICO, SUSAN R  
 JUBENVILLE, JAMES C  
 KEROLA, WILLIAM G  
 KOLQUIST, JULIE A  
 LINDULA, JOHN R  
 MENEGHINI, CARLA D  
 MOORE, PATRICK W  
 MOZOL, DIANE L  
 NELSON, PAMELA K  
 OLSON, ANTHONY J  
 PECHEK, AMANDA M  
 PETERSMEYER, ANNETTE K  
 RIKKOLA, KRISTINE A  
 SMITH, HAMILTON M  
 TURNER, ROBERT T  
 TYLLIA, RAE A  
 WESTIN, JENNIE L  
 WIGHT, KATELYN A  
 WILLIAMS, PAULA M  
 WILLIAMS, PAULA M  
 WITTMER, NANCY J  
 ZWAK, JOSEPH L

**POSITION**

ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 120 HRS  
 SPEC ED EBD/MERRITT CREEK, NOT TO EXCEED 108 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
 SPEC ED/MERRITT CREEK, NOT TO EXCEED 104 HRS  
 SPEC ED EBD/MERRITT CREEK, NOT TO EXCEED 52 HRS  
 SPEC ED/MERRITT CREEK, NOT TO EXCEED 51 HRS  
 PHY ED/ALC, NOT TO EXCEED 104 HRS  
 MATH INTERVENTIONIST/ROCKRIDGE, NOT TO EXCEED 104 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 100 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 120 HRS  
 PRINCIPAL/ALC, NOT TO EXCEED 125 HRS  
 SPEC ED/MERRITT CREEK, NOT TO EXCEED 104 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 180 HRS  
 SPECIAL ED/ALC, NOT TO EXCEED 104 HRS  
 ECFE PARENT EDUCATOR/PIEDMONT, NOT TO EXCEED 72 HRS  
 PRINCIPAL/RESIDENTIALS, NOT TO EXCEED 96 HRS  
 SPEC ED EBD/ROCKRIDGE, NOT TO EXCEED 104 HRS  
 ECFE PARENT EDUCATOR/DW, NOT TO EXCEED 120 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 100 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
 SPECIAL ED/ALC, NOT TO EXCEED 52 HRS  
 SPEC ED/CHESTER CREEK, NOT TO EXCEED 108 HRS  
 SPEC ED/MERRITT CREEK, NOT TO EXCEED 104 HRS  
 SOCIAL STUDIES/ALC, NOT TO EXCEED 104 HRS  
 MATH/ALC, NOT TO EXCEED 104 HRS  
 ENGLISH/ALC, NOT TO EXCEED 104 HRS  
 ECFE PARENT EDUCATOR/WASHINGTON CTR, NOT TO EXCEED 184 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
 SOCIAL STUDIES/ALC, NOT TO EXCEED 104 HRS  
 SPEC ED EBD/MERRITT CREEK, NOT TO EXCEED 104 HRS  
 SPEC ED EBD/ROCKRIDGE, NOT TO EXCEED 104 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
 SCIENC/ALC, NOT TO EXCEED 104 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 120 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
 ADULT BASIC EDUCATION/ARVIG BLDG, NOT TO EXCEED 40 HRS  
 SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 96 HRS  
 GUIDANCE COUNSELOR/RESIDENTIALS, NOT TO EXCEED 96 HRS  
 GUIDANCE COUNSELOR/ALC, NOT TO EXCEED 192 HRS  
 SPEC ED/CHESTER CREEK, NOT TO EXCEED 108 HRS  
 STAR COORD/ALC, NOT TO EXCEED 125 HRS

**EFFECTIVE DATES**

06/12/2023 07/21/2023  
 06/12/2023 07/02/2123  
 06/12/2023 07/14/2023  
 06/12/2023 07/21/2023  
 06/12/2023 07/14/2023  
 06/12/2023 06/21/2023  
 06/27/2023 07/14/2023  
 06/12/2023 08/23/2023  
 06/12/2023 07/14/2023  
 06/12/2023 07/21/2023  
 06/12/2023 08/28/2023  
 06/30/2023 08/11/2023  
 06/12/2023 07/14/2023  
 06/12/2023 07/28/2023  
 06/12/2023 08/23/2023  
 06/12/2023 08/28/2023  
 06/12/2023 08/28/2023  
 06/12/2023 07/14/2023  
 06/12/2023 07/21/2023  
 06/12/2023 08/23/2023  
 06/12/2023 07/14/2023  
 06/12/2023 07/14/2023  
 06/12/2023 08/23/2023  
 06/12/2023 08/08/2023  
 06/12/2023 08/28/2023  
 06/12/2023 07/21/2023  
 06/12/2023 08/23/2023  
 06/12/2023 07/14/2023  
 06/12/2023 07/21/2023  
 06/12/2023 07/21/2021  
 06/12/2023 07/14/2023  
 06/12/2023 08/23/2023  
 06/12/2023 07/14/2023  
 06/12/2023 08/08/2023

**CERT LEAVE OF ABSENCE**

BURNHAM, BERNADETTE B

**POSITION**

UNION REPRESENTATIVE/ADMIN

**EFFECTIVE DATES**

07/01/2023 06/30/2024

**CERTIFIED RESIGNATION**

BALLAVANCE, KEARA N  
 DELFOSSE, EMILY S  
 GRIMSBO, ANGELA R  
 KRUSE, COURTNEY R  
 NORTHUP, MARY K  
 SPEHAR, SOPHIE G  
 ZANDER, NICOLE D

**POSITION**

PHYSICAL SCIENCE TEACHER/DENFELD  
 CHEMISTRY TEACHER/DENFELD  
 VOCATIONAL BUSINESS EDU TEACHER/DENFELD  
 SPED RESOURCE TEACHER/DENFELD  
 SPED RESOURCE TEACHER/LAURA MACARTHUR  
 VISUAL ARTS TEACHER/EAST  
 GRADE 1 TEACHER/MYERS-WILKINS

**EFFECTIVE DATES**

06/09/2023  
 06/09/2023  
 06/09/2023  
 06/09/2023  
 06/09/2023  
 06/09/2023  
 06/09/2023

**CERTIFIED RETIREMENT**

BERGMAN, HELEN E  
 GOTTSCHALD, STEPHANIE R

**POSITION**

RECIINED RETIREMENT/CONTINUING TO WORK  
 GRADE 1 TEACHER/STOWE

**EFFECTIVE DATES**

06/09/2023  
 06/09/2023

**CERTIFIED JOB SHARE**

BOYHTARI, BONNIE J  
 SUNDLAND, AMY J

**POSITION**

GRADE 2/GONGDON JOB SHARE WITH AMY SUNDLAND  
 GRADE 2/CONGDON JOB SHARE WITH BONNIE BOYHTARI

**EFFECTIVE DATES**

09/05/2023 06/07/2024  
 09/05/2023 06/07/2024

**NON CERT APPOINTMENT**

COOK, CHARLES W  
 ROBERTSON, TRACY C

**POSITION**

HR MANAGER/UHG, 40/52WKS, \$1,533WKLY, K. ELLING  
 OFFICE SUPPORT SPECIALIST-SENIOR/DENFELD, 40/52WKS, \$19.83/HR, G. MCNEAL

**EFFECTIVE DATES**

06/12/2023  
 05/31/2023

**NON CERT EXTENSION**

BECK, ELIZABETH A  
 DEGLER, HEATHER A  
 DELACRUZ, JAMIE L  
 FOUTS, PAMELA J  
 HORTON, AMANDA M  
 ISAACSON, KIM L  
 LEE, MARY F  
 MATTILA-SWOR, DANA P  
 MCDEVITT, MATTHEW L  
 MCGREW, PAULA L  
 MILLER, SUSANNA M  
 MODER-PAUNA, LINDA D  
 PANFIL, ANNETTE L  
 PELERIN, ROBIN T  
 RENNQUIST, JEAN-PAUL F  
 ROBARGE, JESSICA L  
 VEGA, NANCY G

**POSITION**

SPEC ED PARA/ROCKRIDGE, NOT TO EXCEED 96 HRS  
 SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 96 HRS  
 AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS  
 SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 96 HRS  
 AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS  
 ECFE PARA/DW, NOT TO EXCEED 28 HRS  
 SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 96 HRS  
 SPEC ED PARA/ROCKRIDGE, NOT TO EXCEED 96 HRS  
 SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 96 HRS  
 OSS CLERICAL/HEADSTART/ADMIN, NOT TO EXCEED 100 HRS  
 AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS  
 OSS CLERICAL/ROCKRIDGE, NOT TO EXCEED 80 HRS  
 OSS CLERICAL/CHESTER CREEK, NOT TO EXCEED 50 HRS  
 SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 96 HRS  
 AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS  
 AMERICAN INDIAN LIAISON PARA/DW, NOT TO EXCEED 105 HRS  
 EARLY CHILDHOOD BUSINESS MGR/ADMIN, NOT TO EXCEED 100 HRS

**EFFECTIVE DATES**

06/12/2023 07/14/2023  
 06/12/2023 07/14/2023  
 06/12/2023 06/30/2023  
 06/12/2023 07/14/2023  
 06/12/2023 06/30/2023  
 06/12/2023 07/14/2023  
 06/12/2023 07/14/2023  
 06/12/2023 07/14/2023  
 06/26/2023 08/11/2023  
 06/12/2023 06/30/2023  
 07/01/2023 07/14/2023  
 06/12/2023 06/30/2023  
 06/12/2023 07/14/2023  
 06/12/2023 06/30/2023  
 06/12/2023 06/30/2023  
 07/01/2023 0812/2023



**NON CERT RESIGNATION**

BRUCE, CARYN J  
 CLINK, MARGARET R  
 ERLITZ, SYDNEY J  
 ERSPAMER, KASEY R  
 GRENSING, GUY C  
 LEE, MARY F  
 PEDERSON, KARYN A  
 SWOR, CHERYL L

**NON CERT RETIREMENT**

BANKS, KELLY A  
 HODER, MARJORIE K  
 MOKROS, DANIEL V  
 SLAGLE, MARGARET E

**POSITION**

PRESCHOOL PROG PARA/STOWE  
 SPED PROG PARA/LINCOLN PARK  
 NUTRITION SERVICE ASSISTANT/LAURA MACAURTHUR  
 DIGITAL INNOVATION SPEC/TECH COORD/HOMECROFT  
 AUTOCAD TECHNITION/FACILITIES  
 CHILD SPECIFIC SPED PARA/CHESTER CREEK  
 SPED PARA/STOWE  
 HOURLY CLERICAL/UHG

**POSITION**

MENTAL HEALTH PRACTITIONOR/MYERS-WILKINS  
 BW SPED PARA/MYERS WILKINS  
 ENGINEER II/LOWELL ES  
 SPED LPN PARA/EAST HS

**EFFECTIVE DATES**

06/09/2023  
 06/09/2023  
 05/16/2023  
 05/19/2023  
 05/30/2023  
 07/14/2023  
 06/09/2023  
 05/09/2023

**EFFECTIVE DATES**

06/09/2023  
 06/09/2023  
 05/19/2023  
 08/25/2023

# CLASSIFICATION DESCRIPTION

639

## School Bus Driver

<b><u>Title of Immediate Supervisor:</u></b> Transportation Manager	<b><u>Department:</u></b> Transportation	<b><u>FLSA Status:</u></b> Non-Exempt
<b><u>Accountable For (Job Titles):</u></b> Bus Helpers, as assigned		<b><u>Pay Grade Assignment:</u></b> National Conference of Firemen and Oilers, Local No. 956, Pay Group 11

### General Summary or Purpose Of Job:

To safely transport students to and from school and school related functions within scheduled times, maintaining proper student conduct during transport. To perform pre-trip inspections and assist with maintenance on student transport vehicles to ensure they are in safe operating condition. To provide written reports related to student transport. This job may require split shift work to cover AM and PM routes.

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)	<b>FRE-QUENCY</b>
1.	Safely transport students, including special needs students, along assigned school routes and on field trips; lift, carry and/or secure disabled students, as required by impairment; provide mileage reports as required.	Daily 65%
2.	Manage student conduct during transport; maintain communication with parents, principals, teachers and other District staff; provide written reports as required by District policy.	Daily 10%
3.	Check and fill vehicles fluids; maintain safety devices in good operating order; perform related pre-trip inspections; maintain cleanliness of vehicle interior and exterior; change tires and make minor repairs and adjustments, and report vehicle repair needs to appropriate personnel.	Daily 10%
4.	Assist mechanics with vehicle maintenance and repair; clean and organize shop areas. Perform a variety of custodial, clerical and repair tasks in transportation buildings, shops and other District buildings.	Varies 10%
5.	Perform a variety of custodial and grounds maintenance tasks for other departments.	As Required 5%
6.	Performs other duties of a comparable level or type.	As required

## CLASSIFICATION DESCRIPTION

620

### School Bus Driver

**Minimum Qualifications:** (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

Requires a minimum of a high school diploma or GED; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

**Certification or Licensing Requirements** (prior to job entry):

Valid Minnesota CDL Class B Driver's License with passenger and school bus endorsements; first aid certification; CPR certification.

**Knowledge Requirements:**

Requires knowledge of:

- School bus operation and related regulations.
- School district policies related to student transport.
- Knowledge of student management methods, techniques and regulations.
- School District geographic area and road routes.
- Basic vehicle, mechanical maintenance and custodial duties.
- OSHA regulations and safe working practices relevant to job duties.
- CPR and first aid.

**Skill Requirements:**

Skilled in:

- School bus operation.
- Operation of various hand and power tools.
- Maintaining order and discipline of students in transit.
- Written and oral communications.

**Physical Requirements:** Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		

## CLASSIFICATION DESCRIPTION

631

### School Bus Driver

Sit				√
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms				√
Climb or balance		√		
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell				√
<b>Lift &amp; Carry:</b> Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.		√		
Up to 100 lbs.		√		
More than 100 lbs.		√		

#### **General Environmental Conditions:**

Work is performed under a variety of indoor and outdoor conditions. There are risks of slip and fall injuries, injuries from electrical shock, injuries from heavy lifting, injuries from moving mechanical parts, injuries from vehicle accidents and exposure to fumes, airborne particles, toxic and caustic chemicals, loud noise and vibration associated with the work.

#### **General Physical Conditions:**

**Work can be generally characterized as:**

**Medium Work:** Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

#### **Vision Requirements:** Check box if relevant

	Yes	No
No special vision requirements		
Close Vision (20 in. of less)	√	
Distance Vision (20 ft. of more)	√	
Color Vision	√	
Depth Perception	√	
Peripheral Vision	√	

#### **Job Classification History:**

**HR/BS Services Committee Monthly Fund Balance Report**  
**June 13, 2023 Committee Meeting**

6.8.23

REVENUES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22 -23		July - Sept		July -Sept		July- Sept	
General	1	\$ 107,743,537.86	\$ 111,974,711.97		\$ 97,535,769.45				\$ 14,438,942.52	
Food Service	2	\$ 3,985,000.00	\$ 3,985,000.00		\$ 3,822,438.42		\$ 499.50		\$ 163,061.08	
Transportation	3	\$ 5,900,000.00	\$ 6,000,551.00		\$ 3,382,049.96				\$ 2,618,501.04	
Community Ed	4	\$ 8,114,000.00	\$ 8,537,210.17		\$ 6,387,457.73				\$ 2,149,752.44	
Operating Captial	5	\$ 5,462,130.31	\$ 5,573,325.85		\$ 8,672,605.74		\$ -		\$ (3,099,279.89)	
Building Construction	6	\$ -	\$ -		\$ 1,527,246.04				\$ (1,527,246.04)	
Debt Service Fund	7	\$ 22,979,390.64	\$ 24,571,442.35		\$ 2,215,290.61				\$ 22,356,151.74	
Trust Fund	8	\$ 258,575.00	\$ 258,575.00						\$ 258,575.00	
Dental Insurance Fund	20	\$ 917,000.00	\$ 917,000.00		\$ 822,952.67		\$ -		\$ 94,047.33	
Student Acitivity	79	\$ 236,006.00	\$ 236,006.00		\$ 237,724.97				\$ (1,718.97)	
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 155,595,639.81</b>	<b>\$ 162,053,822.34</b>		<b>\$ 124,603,535.59</b>	<b>\$ -</b>	<b>\$ 499.50</b>	<b>\$ -</b>	<b>\$ 37,450,786.25</b>	

EXPENSES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22-23		July - Sept		July -Sept		July-Sept	
General	1	\$ 104,358,876.11	\$ 112,963,659.67		\$ 100,722,825.23		\$ 4,685,427.53		\$ 7,555,406.91	
Food Service	2	\$ 4,427,346.56	\$ 4,427,346.56		\$ 3,928,713.57		\$ 413,325.89		\$ 85,307.10	
Transportation	3	\$ 6,176,300.00	\$ 6,176,300.00		\$ 7,774,871.17		\$ 678,929.51		\$ (2,277,500.68)	
Community Ed	4	\$ 8,658,980.50	\$ 8,950,128.54		\$ 6,873,308.06		\$ 17,713.78		\$ 2,059,106.70	
Operating Captial	5	\$ 8,394,018.57	\$ 8,394,018.57		\$ 5,793,280.07		\$ 1,273,896.21		\$ 1,326,842.29	
Building Construction	6	\$ -	\$ 21,472,543.00		\$ 16,158,673.45		\$ 348,386.73		\$ 4,965,482.82	
Debt Service Fund	7	\$ 24,691,484.56	\$ 24,691,484.56		\$ 26,477,299.36				\$ (1,785,814.80)	
Trust Fund	8	\$ 250,000.00	\$ 250,000.00		\$ -				\$ 250,000.00	
Dental Insurance Fund	20	\$ 924,000.00	\$ 924,000.00		\$ 848,584.44		\$ 76,517.10		\$ (1,101.54)	
Student Acitivity	79	\$ 414,040.00	\$ 432,775.81		\$ 165,245.94		\$ 2,848.44		\$ 264,681.43	
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 158,295,046.30</b>	<b>\$ 188,682,256.71</b>		<b>\$ 168,742,801.29</b>	<b>\$ -</b>	<b>\$ 7,497,045.19</b>	<b>\$ -</b>	<b>\$ 12,442,410.23</b>	

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Fund 06 Build construction: Program 870</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$ 103,856.56	debt serv payment/prof serv course 000/000	\$ 1,070,697.65	Program 298 Revenue	\$ 464,459.50
Program 110 Admin	\$ 121,949.59	admin owner pymnt course 800	\$ 12,746.23	Program 298 Expense	\$ 547,922.14
Program 108 Tech	\$ 5,517,487.98	admin design serv course 801	\$ 168,410.36		
Program 203 Elem	\$ 1,681,933.14	admin constru mngmt course 802	\$ 203,621.83		
Program 211 Secondary	\$ 1,214,756.82	admin commissions course 803	\$ 30,886.19		
Program 640 Staff Dev	\$ 16,031.41	interior surf constr costs course 804	\$ 14,450,042.53		
Program 805 Operations	\$ 86,592.41	admin site services 805	\$ 296,969.11		
Program 760 Transportation	\$ 253,476.47	long term lease 806	\$ 825.00		
Program 740 Pupil Engage	\$ 16,535.12				
	\$ 9,012,619.50		<b>\$ 16,234,198.90</b>		

**Fundraisers Reported  
May 2023**

The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Districtwide	Unity in Our Community Event	\$2,000.00	Funds will be used for Unity in Our Community t-shirts, backpack giveaways, etc., related to the Unity in Our Community annual event
Denfeld HS	Cheer Team	\$300.00	Chipotle Portion of Sales Fundraiser
Zeitgeist	Field Trip	\$2,244.00	Cash donations \$25-50 dollars
Lester Park ES	Schoolwide	\$26.70	Box Tops
Denfeld HS	Cheer Team	\$800.00	We would like to host a cheerleading camp for grades 1-8
Denfeld HS	Cheer Team	\$3,000.00	We would like to send out sponsorship forms to local businesses and include their logo on the back of our t-shirts

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and On Site Enterprises, 2841 Karl Ave, Duluth MN 55811, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Bid-1269 - Vending Services per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws.

The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5.. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such

item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**6.. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**7. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**8. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**9. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zunich, Exec. Dir. of Finance & Business Services, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to On Site Enterprises, 2841 Karl Ave, Duluth MN 55811.

**10. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**11. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.



12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of Bid-1269 specifications.

15. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


  
Contractor Signature

41-1943656  
SSN/Tax ID Number

6/2/23  
Date

  
Program Director

6/5/23  
Date

  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6/5/23  
Date

**Duluth  
Public Schools****Facilities Management**

Maintenance: 218-336-8907 | Operations: 218-336-8905 508

4316 Rice Lake Road, Suite 108 Duluth, MN 55811

May 25, 2023

Urban Companies, LLC  
3781 Labore Road  
St. Paul, MN 55110

**RE: Bid #1320-Congdon School Field Improvements**

Dear Mr. Urban:

Attached please find a copy of the Agreement between ISD #709 and Urban Companies, LLC for the above referenced project. After review and if you concur, please, sign and date the Agreement where indicated, via DocuSign by **June 5, 2023**.

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by June 5, 2023 (please email to [kimberly.ledoux@isd709.org](mailto:kimberly.ledoux@isd709.org)):

- **Insurance Certificate** - ISD #709 must be named as Certificate Holder and Additional Insured on the Policy
- **Payment and Performance Bond**

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Consent of Surety to Final Payment**
- **Contractor's Affidavit** (Complete, notarize, and forward to our office)
- **Withholding Affidavit for Contractors (IC 134)** - shall be completed, certified by the Minnesota Department of Revenue and returned to the Facilities Management office.

Once fully executed by all parties via DocuSign, a copy of the Agreement will be emailed to you. If you have any questions, please call me at 218-336-8907.

Sincerely,



Kimberly LeDoux  
Facilities Business Manager

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Urban Companies LLC, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until October 1, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **Bid #1320 Congdon School Field Improvements**. This contract award is for the sum of \$225,000.00.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Bid #1320 Bid Tabulation;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Payment and Performance Bond;
7. Contractor's Affidavit; and
8. Any other documents identified by the District.

3. **Background Check.** N/A

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for the lump sum of \$225,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of receipt of all required backup documentation and submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Bryan Brown, 713 Porcha Johnson Drive Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Urban Companies, LLC 3781 Labore Road, St. Paul, MN 55110.

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

17. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

18. **Insurance.** Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Simone Zurich	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
Bryan Brown	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.



**23. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by:		202564286	5/25/2023
			
C5FD1975F5D740D...			
Urban Companies, LLC	SSN/Tax ID Number	Date	
DocuSigned by:			5/30/2023
			
CB673DB8A3124D1...			
Program Director		Date	

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

05	E	435	865	384	350	000

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding

DocuSigned by:		5/25/2023
		
14621F021B984ED...		
CFO / Superintendent of Schools / Board Chair		Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Area Family YMCA, hereinafter called "Duluth Y." 835

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Duluth Y will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, to support the out of school time (school year and summer) programs - K.E.Y. Zone and its functions at the following sites:

Lowell Elementary School  
Lester Park Elementary School  
Laura MacArthur Elementary School  
Congdon Park Elementary School  
Homecroft Elementary School  
Lakewood Elementary School  
Stowe Elementary School  
Piedmont Elementary School  
Myers-Wilkins Elementary School

Duluth Y site coordinators have their own cards for purchasing. Staff abide by respective organizations' purchasing policies.

### **Addendum 1 - Staffing Design Model**

3. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of the contract until the results of the criminal background check(s) are on file. The Duluth Y abides by

ISD 709 policy regarding background checks. Duluth Y will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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**4. Reimbursement.** In consideration of the performance of Duluth Y of its obligations pursuant to this Agreement, District hereby agrees to reimburse Duluth Y for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y for the K.E.Y. Zone programs will be invoiced to the District on a monthly basis. These invoices will also include a 12% administrative fee. The administrative fee of 12% will be based on the expenses submitted in each invoice. Total invoices shall not exceed projected budget (Other Contracted Services Fund 305). Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The District Community Education Coordinator will review and sign off on all invoices prior to reimbursement.

**Addendum 2 - Projected Budget.**

At the end of the fiscal year for the District - June 30, 2024 the total revenue and direct program costs will be audited and provided to Duluth Y. Duluth Y will receive 50% of the remaining amount less the previously paid 12% overhead charge from the District.

Duluth Y is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Invoices will be submitted to the District on a monthly basis.
- b. Payment shall be made by the District within 30 days of submission of a proper invoice by the Duluth Y.
- c. Final payment after programs are audited will occur no later than September 15, 2024.
- d. Any other terms of payment in the performance of services are incorporated by reference in the Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed the Duluth Y for any expense claimed by the Duluth Y shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to the Duluth Y. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by the Duluth Y for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that the Duluth Y has provided, prepared, or utilized

in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.

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**8. Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnification.** The Duluth Y shall indemnify District against all expenses, liabilities and claims, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the Duluth Y to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of the Duluth Y's negligence or that of its agents or (3) the Duluth Y's failure to comply with any law of any governmental authority, provided, however, that the Duluth Y shall have no indemnity obligation for any such liabilities or damages caused by the negligence of District or its agents. District, in turn, shall indemnify the Duluth Y Tenant against all expenses, liabilities and claims, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by District to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of District's negligence or that of its agents, or (3) District's failure to comply with any law of any governmental authority.

**10. Notices.** All notices to be given by the Duluth Y to the District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered: ISD 709, Duluth Public Schools, Attn: Community Education, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by the District to the Duluth Y shall be deemed to to have been given by depositing the same in writing in the United States Mail or hand delivered to Sara Cole, Duluth Y's CEO, Duluth YMCA, 302 W. 1st. St., Duluth, MN 55802.

**11. Assignment.** Neither party shall in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the other party.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**15. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (60) days written notice to the other party as provided for in this Agreement.

**16. Data Practices.** The Duluth Y further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data

on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

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**17. Insurance.** The Duluth Y shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. The Duluth Y shall maintain such insurance in force and effect throughout the term of the contract.

The Duluth Y is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers’ Compensation Insurance:** The Duluth Y must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

**Commercial General Liability:** The Duluth Y is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

859

Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ **X** Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	570	321	305	272
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Date

## Addendum 1 - Staffing Design Model

# Key Zone Staffing Design

880

ISD 709 Duluth Public Schools Director of Community Education and Duluth YMCA Community Services Director: Directors will provide leadership and direction to all school year and summer programming. Directors will develop and monitor budgets and work to secure additional funding that will support the program. Directors will serve as ambassadors for the program at a local and state level.

Program Director: The Director oversees all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program compliance with state and organizational policies and procedures. The Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the nine sites has a part/full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all out of school time staff including AmeriCorps Members, youth specialists and/or club instructors.

AmeriCorps Members: Members will be placed to provide academic enrichment, youth development, homework help and service learning.

Youth Specialists/Lead Staff: Youth Specialists/Lead Staff maintain a safe and engaging learning environment for youth in an after-school and summer program setting. Staff plan and implement high-quality academic and enrichment activities catered to youth's interests and needs. Staff receive training in child development strategies, building safety, and behavior management strategies. The number of staff needed per site depends on the number of children enrolled to stay within student-to-staff ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in view of staff.

Student-to-staff ratios: 1:15 student-to-staff ratio in all grade K-5 activities not including volunteers. 1:10 student-to-staff ratio for any pre-kindergarten groups.

## Addendum 2 - Projected Budget

Object Description	Code	KeyZone
--------------------	------	---------

		FY 2023	FY 2024
		Budget	Budget proposed
Fees from Patrons		1,249,256.54	1,600,000.00
Misc Revenue Local		2,000.00	2,044.00
Total Revenues		1,251,256.54	1,602,044.00
Course 272			
LIC SAL-HRLY, CLASSRM SUPPORT	143	0.00	0.00
NON-LIC SAL, INSTR SUPPORT	144	40,000.00	40,880.00
NONINSTR SUPPORT SALARY	170	169,600.00	60,000.00
STIPEND SALARY-LICENSED/CERT	185	0.00	0.00
OVERTIME, SHIFT DIFFERENTIAL	186	18,100.00	0.00
SEVERANCE PAY	191	0.00	0.00
Subtotal		227,700.00	100,880.00
FICA/MEDICARE	210	16,800.00	7,717.00
PERA	214	16,600.00	8,958.00
CERTIFIED STAFF RETIREMENT	218	0.00	0.00
HEALTH INSURANCE PRIMARY	220	50,400.00	25,000.00
LIFE INSURANCE	230	600.00	613.20
DENTAL INSURANCE	235	1,500.00	1,533.00
LONG TERM DISABILITY INSURANCE	240	400.00	408.80
HRA HLTH REIMB ARRANGEMENT	251	11,500.00	4,500.00
WORKERS COMPENSATION	270	200.00	204.40
UNEMPLOYMENT COMPENSATION	280	100.00	102.20
OTHER EMPLOYEE BENEFITS	299	0.00	0.00
Subtotal		98,100.00	49,036.60
OTHER CONTRACTED SERVICES	305	1,000,500.00	1,130,000.00
COMMUNIC SVCS-PHONE, I-NET	320	0.00	0.00
TRANSPORTATION CHRGBACKS	365	8,500.00	8,687.00
TRAVEL/MILEAGE	366	1,700.00	1,737.40
ENTRY FEES/STUDENT TRAVEL	369	0.00	0.00
RENTALS & LEASES-EQUIPMENT	370	0.00	0.00
FEES-TUIT, ADMISSION, STUDENT	394	1,600.00	1,635.20
PRINTING CHARGEBACK	398	800.00	817.60
GENERAL SUPPLIES	401	1,700.00	1,737.40
CLASSROOM SUPPLIES	430	20,600.00	21,053.20



FOOD	490	29,700.00	30,353.40
TECHNOLOGY EQUIPMENT	555	0.00	0.00
MISC-TO BE REALLOCATED	899	0.00	0.00
Subtotal		1,065,100.00	1,196,021.20
Expense Totals		1,390,900.00	1,345,937.80
Net Profit/(Loss)		-139,643.46	256,106.20

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ISD  
709  
69 **Duluth**  
**Public Schools**

**ISD #709**

863

**Duluth Public Schools**

**HOCHS Relocation Project**

**Monthly Progress Report**  
**May 2023**

**Project(s) Address: 730 E Central Entrance, Duluth, MN 55802**

### Recent Progress and Activities:

- The Public Roadway/DSC/Transportation project construction progress:
  - The finishes punchlist has occurred on the 2<sup>nd</sup> floor for the District Services Center.
  - Exterior metal siding has commenced.
  - 1<sup>st</sup> floor Interior ceiling grid and tile has been completed at the DSC building.
  - Guardrails have been installed at main staircase.
  - Drywall installation continued at the DSC building.
    - Drywall on 1<sup>st</sup> floor has been completed, painting in progress.
  - Elevator wood paneling installation was completed.
  - 1<sup>st</sup> level casework installation is completed at the DSC building.
  - Light panel installation in ceiling grid continued at the DSC building, in misc. areas.
  - 1<sup>st</sup> floor carpet tile installation is ongoing.
  - The framing for the lobby accent paneling at the DSC is completed, the paneling will be installing the month of June.
  - Continued in-wall device installation at Transportation building.
  - Interior glazing has been completed at the Transportation building.
  - Lighting installation ongoing at the Bus Garage.
  - Continued final grade at Portia Johnson.
  - Continued grading for upcoming asphalt at the parking lots.
  - Curb and gutter is ongoing.
- Demolition of Central High School:
  - Final clean-up and grading ongoing.

### Upcoming Activities and Next Steps:

- Upcoming construction scope:
  - a. DSC/Transportation/Roadways:
    - i. Painting to be completed throughout.
    - ii. Lighting installation to be completed at the DSC building.
    - iii. Guardrail staining to be completed.
    - iv. 1<sup>st</sup> level finishing floor to be completed.
    - v. Ceiling grid to be completed throughout at the DSC building.
      - 1. Ceiling tile installation to be completed on 1<sup>st</sup> level.
    - vi. Floor finishes to be completed throughout at DSC building.

- vii. Mechanical startups to commence at DSC & Transportation buildings.
  - viii. Sitework to continue throughout.
  - ix. Wall painting to continue in readied areas at the Transportation building.
  - x. Bus Garage lighting installation to be completed.
  - xi. The remaining punchlist to be coordinated and issued.
  - xii. Continue final grade at Portia Johnson.
- b. Demolition of Central High School:
- i. Final clean-up and grading to continue.



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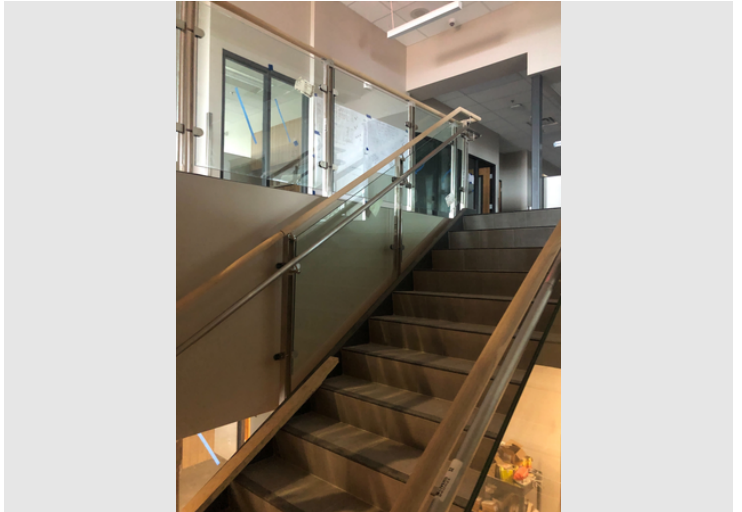
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### Expenditure Contracts Signed May 2023

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

**\* Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**\*\* Contract is paid via monies from:**

**DR** = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

**DU** = Department Unrestricted (General Fund)

**G** = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

**SAF** = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Hunt Electric Corporation	\$5,600.00	Facilities (DU)	Quote #4383 Annual Service & Maintenance of Emergency Generators
TK Elevator Corporation	\$76,800.00	Facilities (DU/DR)	Bid #1313 District-Wide Elevator Inspection and Services
Marshall School	\$26,000.00*	Special Services (DR)	Non-public nursing services by a licensed school nurse
Residential Services Inc.	\$1,080.00*	Special Services (DR)	Addendum to increase service days offered to a student for direct support professional services and special education professional duties
State of Minnesota	\$175.00	Special Services (DU)	Provide team members to administer and rate the interviews for sign language candidates (\$175.00/person)
Lakewood Little Lynx Preschool	\$280.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Young Minds Learning Center	\$585.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Young Minds Learning Center	\$585.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Secret Forest Playschool LLC	\$530.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP

Center for Educational Leadership	\$72,740.00*	TLE (DR)	The University of Washington Center for Educational Leadership (CEL) supports school systems with contextualized professional learning to help leaders create equitable student experiences and outcomes
Seesaw	\$21,756.00*	TLE (DR)	Virtual interactive learning platform for PreK-5 (renewal for FY24)
Gwen Stabe	\$2,560.00*	Early Childhood (DR)	Assisting the Head Start enrollment process, Child Plus enrollment, working with and training current staff on Head Start enrollment procedures
Jeremy Wilson	\$150.00*	Early Childhood (DR)	Drumming, teaching Powwow dances, performing for 5/30/23 end of the year celebration at Lowell ES
BARR Secondary School	\$17,500.00*	Denfeld HS (DR)	Building Assets, Reducing Risks — is a strengths-based model that provides more than 170 schools with a comprehensive approach to meeting the academic, social, and emotional needs of all students
Next Request	\$10,788.00*	Business Services (DU)	All-in-one platform for managing data requests
Leanna Hudson	\$22,000.00*	Federal Programs (DR)	Connecting ISD 709 Families in Transition program coord. to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support
International Friendship Through the Performing Arts	\$5,000.00*	Office of Education Equity (DR)	Five workshops and one performance with ISD 709 students
Eben Phillips	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Shannon Redbrook	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Karen TeHennepe	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Kathy Nelson	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES

Brooke Nelson	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Takeesha Coon	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Scott Yeazle	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Kyra Gustafson	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Caitlin Dewlen	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Zach Hallett	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
John Masters	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Salaam Witherspoon	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Amber Lightfeather	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Caitlin Smith	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Classie Dudley	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES
Helen Davis	\$100.00*	Office of Education Equity (DR)	Individuals will work at tables providing support to the Poverty Simulation event at MWES



# Duluth Public Schools

**Facilities Management**  
Maintenance: 218-336-8907 | Operations: 218-336-8905  
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

920

March 23, 2023

Hunt Electric Corporation  
Attn: Rick Johnson  
4330 West 1st Street, Suite B  
Duluth, MN 55718

**RE: Quote #4383 Annual Service & Maintenance of Emergency Generators**

Dear Mr. Johnson:

Attached please find a copy of the Agreement between ISD #709 and Hunt Electric Corporation for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, via DocuSign by April 13, 2023.

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by April 13, 2023 (please email to [kimberly.ledoux@isd709.org](mailto:kimberly.ledoux@isd709.org)):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- Please note the change of address for ISD 709:  
4316 Rice Lake Road, Suite 108  
Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Kimberly LeDoux  
Facilities Business Manager

## AGREEMENT

931

**THIS AGREEMENT** made and entered into this 23rd day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and Hunt Electric Corporation, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **QUOTE #4383 Annual Service and Maintenance of Emergency Generators** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$5,600.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Quote #4383 response;
3. Quote #4383;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and

expenses in performing said obligations at an annual rate of approximately \$5,600.00 based upon service rates as defined in Contractor's bid.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice and all required backup documentation by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zurich, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Hunt Electric Corporation, 4330 West 1st Street, Suite B, Duluth, MN 55718.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

16. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

17. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

18. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Simone Zunich	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
Theresa Severance	Executive Director of Human Resources and Operations

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

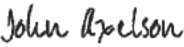

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Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

**23. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by:  B06A5E93C7B1437...	41-0888550	5/4/2023
Hunt Electric Corporation Signature	SSN/Tax ID Number	Date
DocuSigned by:  71EC91249687423...		3/23/2023
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	015	810	000	350	000

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding

DocuSigned by:  6B4602F1461A4BB...	4/12/2023
CFO / Superintendent of Schools / Board Chair	Date

March 23, 2023

Hunt Electric Corporation  
Attn: Rick Johnson  
4330 West 1st Street, Suite B  
Duluth, MN 55718

**RE: Quote #4383 Annual Service & Maintenance of Emergency Generators**

Dear Mr. Johnson:

Attached please find a copy of the Agreement between ISD #709 and Hunt Electric Corporation for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, via DocuSign by April 13, 2023.

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by April 13, 2023 (please email to kimberly.ledoux@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- Please note the change of address for ISD 709:  
4316 Rice Lake Road, Suite 108  
Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Kimberly LeDoux  
Facilities Business Manager



## AGREEMENT

508

**THIS AGREEMENT** made and entered into this 23rd day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and Hunt Electric Corporation, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **QUOTE #4383 Annual Service and Maintenance of Emergency Generators** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$5,600.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Quote #4383 response;
3. Quote #4383;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and

expenses in performing said obligations at an annual rate of approximately \$5,600.00 based upon service rates as defined in Contractor's bid.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice and all required backup documentation by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zurich, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Hunt Electric Corporation, 4330 West 1st Street, Suite B, Duluth, MN 55718.

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

**15. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**16. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**17. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**18. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Simone Zunich	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
Theresa Severance	Executive Director of Human Resources and Operations

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

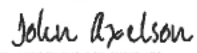
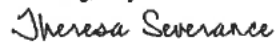
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

**23. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by:  B9EA5E93C7B1437...	41-0888550	5/4/2023
Hunt Electric Corporation Signature	SSN/Tax ID Number	Date
DocuSigned by:  71EC91249687423...		3/23/2023
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	015	810	000	350	000

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding

DocuSigned by:  0B4602F1461A48B...		4/12/2023
CFO / Superintendent of Schools / Board Chair		Date

March 23, 2023

TK Elevator Corporation  
Attn: Mark Anderson  
4511 West First Street, Suite 2  
Duluth, MN 55807

**RE: Bid #1313 District-Wide Elevator Inspection and Services**

Dear Mr. Anderson:

Attached please find a copy of the Agreement between ISD #709 and TK Elevator for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 13, 2023.**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **April 13, 2023** (please email to [kimberly.ledoux@isd709.org](mailto:kimberly.ledoux@isd709.org)):

- **Certificate of Insurance** (ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy)
- **Please note the change of address for ISD 709:**  
4316 Rice Lake Road, Suite 108  
Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign **which will also serve as your Authorization to Proceed.**

**Prior to final payment,** the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Kimberly LeDoux  
Facilities Business Manager

## AGREEMENT

503

**THIS AGREEMENT** made and entered into this 23rd day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and TK Elevator, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **BID #1313 Annual Elevator Service** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$42,356.25. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's BID #1313 response;
3. BID #1313;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and



expenses in performing said obligations at an annual rate of approximately \$76,800.00 based upon service rates as defined in Contractor's bid.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice and all required backup documentation by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zurich, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to TK Elevator, 4511 W First Street, Suite 2, Duluth, MN 55807.

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

**15. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**16. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**17. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**18. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

<u>ISD 709 Employee</u>	<u>Position</u>
Simone Zurich	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

<u>ISD 709 Employee</u>	<u>Position</u>
Theresa Severance	Executive Director of Human Resources and Operations

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.



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Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

**23. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

DocuSigned by:		
	62-1211267	5/16/2023
<small>B2E8EC88FE42476...</small>		
TK Elevator. Signature	SSN/Tax ID Number	Date
DocuSigned by:		
		4/19/2023
<small>71FC91249687423</small>		
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01/05	E	Location	810/865	000/369	350	000

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding

DocuSigned by:		
		4/10/2023
<small>9B4802F1461A4BB</small>		
CFO / Superintendent of Schools / Board Chair		Date



## TK Elevator Corporation

Re: Independent School District – Duluth Schools 709  
SSC23095H4RKL AND 7993119

### AMENDMENT NO. 1

This Amendment No.1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final. In no event shall TK Elevator Corporation (hereinafter referred to as “Contractor”) be liable for any consequential, incidental, exemplary, special damages, and/or liquidated damages.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Annual Elevator Service Agreement dated July 1, 2023.

### Agreement Between District and Contractor

6. Amend so any setoff must be agreed to in writing by both parties prior to becoming effective and be limited to this agreement.

7. Amend so any “work product” furnished to District by Contractor which Contractor reasonably deems proprietary in nature or otherwise essential to Contractor’s business operations shall not be considered “works made for hire”. Contractor hereby specifically reserves all rights related thereto, including but not limited to copyrights or other intellectual property rights. Any deviation from the foregoing reservation of Contractor’s rights hereunder shall be evidenced only by separate written agreement of the parties, setting forth with all reasonable specificity the extent to which such reserved rights are relinquished to District.

9. Amend so Contractor’s obligations to indemnify, defend and hold harmless shall be limited to Contractor’s own acts and actions, and shall in no way include for the acts, actions, omissions, or neglects of a party indemnified hereunder, or for bare allegations.

16. Amend so only in the event of nonperformance on behalf of Contractor, the District may terminate this Agreement with thirty (30) day written notice, provided, however, Contractor is afforded thirty (30) days to remedy any alleged nonperformance. Contractor must be notified in writing of specific nonperformance. Amend so upon the termination and/or expiration of this Agreement, the guarantee will be null and void.

18. Amend so the required parties shall be added to Contractor’s general liability insurance policy as an additional insured. Such additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor’s acts, actions, omissions or neglects and not to the extent caused by the additional insured’s own acts, actions, omissions, or neglects or for bare allegations.

19. Amend so bonds, if requested in writing, shall be an add based on one percent (1.5%) of the contract value per annum, to be paid by District.

22. Amend to delete any reference to arbitration. Amend so Contractor retains all rights and remedies granted to it by operation of law, or in equity.

### Independent School District 709

DocuSigned by:  
*Simone Zurich*  
Signature & Date: 4/19/2023

Name & Title: Simone Zurich  
Theresa Severance  
TKE Amendment No.1 (4/10/2023)

DocuSigned by:

*Theresa Severance* **TK Elevator Corporation**

71EC81249887423...  
4/19/2023

Signature & Date: Annette Fella 4/10/23

Name & Title: Annette Fella, Contract Analyst

Executive Dir Bs Services  
Exec Director of Human Resources and Operations  
Corporate Contracts

A. Fella

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 24th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall School, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 6, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Non-public Nursing Services by a Licensed School Nurse*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$26,000.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Special Services , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1215 Rice Lake Rd., Duluth, MN



55811

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11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature	41-0765672	6/5/23
SSN/Tax ID Number		Date
Program Director	Jason Cram	5/30/23
		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

  X   Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	002	590	350	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds ☐

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

*Simone Zuercher* 5.31.23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## CONTRACT ADDENDUM 2

**THIS CONTRACT ADDENDUM** dated this 30<sup>th</sup> day of May, 2023

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

RESIDENTIAL SERVICES, INC.

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and RESIDENTIAL SERVICES, INC (the "Parties") entered into the contract (the "Contract") dated April 19, 2023, for the purpose of Direct Support Professional (DSP) services and special education professional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

**IN CONSIDERATION OF** the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

**Amendments**

1. The Contract is amended as follows:
  - a. Date of Service. Original date of service April 19, 2023.  
This amendment would change the original date of service to March 28, 2023.
  - b. The Contract Days: Original contract days not to exceed 36 days and 5 days per week, 3 hours per day.  
This amendment would increase the contract days not to exceed 47 days and 5 days per week, 3 hours per day.
  - c. Reimbursement. Original reimbursement was not to exceed \$3,240.00.  
This amendment would increase the not to exceed amount to \$4,230.00.

**No Other Change**

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

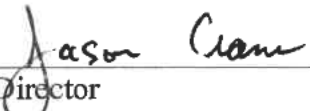
**Miscellaneous Terms**

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature	SSN or EIN	Date
		5-31-23
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:**

\_\_\_\_\_ Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	005	416	419	303	000
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XX	X	XXX	XXX	XXX	XXX	XXX
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\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

*Ermine Zmich*  
CFO/Superintendent of Schools/Board Chair

*6.5.23*  
Date

**Addendum 1**  
**Agreement between Duluth Public Schools ISD#709**  
**And**  
**Contractor**

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811, a school district.

## Services

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

## Fees

The date of service will begin *April 19, 2023* and shall not extend beyond *June 8, 2023*, the contract not to exceed *36 days and 5 days per week, 3 hours per day*. The district agrees to reimburse Residential Services Inc. *\$30.00 per hour* for a sum not to exceed *\$3,240.00* for the time worked with [REDACTED] while participating in school activities.

**Contract for Services  
Agreement between Independent School District #709  
and  
Residential Services Inc.**

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor*; and Duluth Public Schools ISD#709, 215 North 1st Ave East, Duluth MN 55802, a school district.

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

*Check all that apply below*

☒ District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

☒ Services are consultative with special education staff.

☒ Services are during times of Distance Learning only.

☒ Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. (*See Paragraph 3 under Compliance*)

☒ Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**Site of Service**

☐ Services to be provided at school site(s)

☒ Services to be provided in the student's remote learning setting.



**Payment**

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools  
Attn: Jason Crane  
4316 Rice Lake Rd. Suite 108  
Duluth, MN 55811

Invoices are required to be sent within 60 days of services.

**Term**

This Agreement shall be deemed to be effective as of April 19, 2023 and shall remain in effect until June 8, 2023, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

**Cancellation Clause**

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

**Independent Contractor**

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

**Hold Harmless**

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

**Compliance**

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.


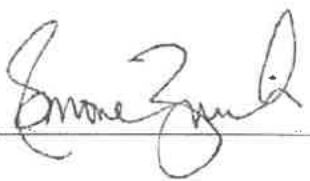
This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

**Modification or Amendment**

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**Governing Laws**

This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**Residential Services Inc.**Signed: Title: Executive DirectorDate: 4/21/23**Duluth Public Schools**Signed: Signed: Title: Director Special Services Title: Exec. Dir. of Finance, Business ServicesDate: 4/17/23 Date: 4/19/23**Budget Code**

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX



# State of Minnesota

## Income Contract

SWIFT Contract Number: \_\_\_\_\_

This Contract is between the State of Minnesota, acting through the Minnesota State Academies ("State") and Duluth Public Schools ISD 709 whose designated business address 4316 Rice Lake Rd Suite 108 Duluth, MN 55811 ("Purchaser"). State and Purchaser may be referred to jointly as "Parties."

### Recitals

1. Under Minn. Stat. § 125.71 the State is empowered to enter into income contracts.
2. The Purchaser is in need of Sign Language interview and rating services for candidates seeking their Bilingual Seals. At this time, the number of candidates to be interviewed is 1. However, this number may change, if mutually agreed upon between both parties.
3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

Accordingly, the Parties agree as follows:

### Contract

#### 1. Term of Contract

- 1.1 Effective date. May 20 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. May 24, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. State's Duties

The State will:

- Provide team members to administer and rate the interviews for sign language candidates, whether it be virtual/in-person.
- Provide a Coordinator to schedule the dates & times for the interviews and ratings.
- The coordinator will provide a written (email) report to candidates after completion of the interview & rating.

*Budget Code: 01E 005 400 000 370 000*

- The coordinator will provide team members' hours to the Fiscal Services office for billing purposes.
- The coordinator will prepare and submit summary reports of the ratings to the Minnesota State Academies Administrative staff and the Minnesota Department of Education staff, if applicable.

### 3. Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

The Purchaser will pay the State \$ 175.00 for each completed interview and rating.

The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is \$ 175 one hundred seventy-five dollars plus costs for any additional candidate interviews & ratings, if mutually agreed upon between both parties.

### 4. Authorized Representative

The State's Authorized Representative with Delegated Authority is Amber Miller, Fiscal Services Director, [amber.miller@msa.state.mn.us](mailto:amber.miller@msa.state.mn.us) 507-384-6605, or his/her successor or delegate.

The State's Sign Language Specialist Coordinator is Laura SkyQuest [laura.skyquest@msa.state.mn.us](mailto:laura.skyquest@msa.state.mn.us) VP 507-412-5177 or his/her successor.

The State's Contract Coordinator is Patty Rux [patty.rux@msa.state.mn.us](mailto:patty.rux@msa.state.mn.us) 507-384-6606 or his/her successor.

The State's Accounts Receivable is Sara Vollbrecht, [sara.vollbrecht@msa.state.mn.us](mailto:sara.vollbrecht@msa.state.mn.us) 507-384-6608 or his/her successor.

The Purchaser's Authorized Representative is Simone Zunich, Finance Manager, [simone.zunich@isd709.org](mailto:simone.zunich@isd709.org) or his/her successor.

The Purchaser's Administrative Assistant is Wendy Braun [wendy.braun@isd709.org](mailto:wendy.braun@isd709.org) or his/her successor.

If any of the Purchaser's Authorized Representatives information changes at any time during this Contract, the Purchaser must immediately notify the State.

### 5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 Assignment. The Purchaser may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed, and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

## **6. Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

## **7. Government Data Practices.**

The Purchaser and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Purchaser under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this clause, the Purchaser must immediately notify and consult with the State's Authorized Representative as to how the Purchaser should respond to the request. The Purchaser's response to the request shall comply with applicable law.

## **8. Publicity and Endorsement.**

8.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Purchaser individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

8.2 Endorsement. The Purchaser must not claim that the State endorses its products or services.

## **9. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

## **10. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11. Termination.**

Either party may cancel this Contract at any time, with or without cause, upon written notice to the other party.

**1. Purchaser**

Print Name: Simone Zunich  
Signature: Simone Zunich  
Title: Exec Director BS Services Date: 5/3/2023  
SWIFT Contract No. \_\_\_\_\_

**2. State Agency**

*With delegated authority*

Print Name: Amber Miller  
Signature: Amber M Miller  
Title: Finance Director Date: 5/3/2023

**3. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: PaZong Thao  
Signature: PaZong Thao  
Title: Contracts Specialist Date: 5/5/2023  
Admin ID: 82192

**16A.15-16C.05 Reporting Form**

(Based on Minnesota Statutes Sections 16A.15 and 16C.05)

Department of MN St Academies Division of \_\_\_\_\_SWIFT Contract # \_\_\_\_\_ Vendor Name Duluth Public School # 709

Select ONE (1) of the following:

- ☒ Professional/Technical Contract – Submit Two (2) Fully Executed Paper Copies with the contract to OSP
- ☐ Professional/Technical Delegated – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ☐ Professional/Technical Annual Plans – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ☐ Acquisitions (Goods and General Services) – Submit an Executed Electronic Copy to Procurement.User@state.mn.us
- ☐ Grants – Submit an Executed Electronic Copy to Procurement.User@state.mn.us

**I. NO OBLIGATION INCURRED PRIOR TO ENCUMBRANCE OR CONTRACT EXECUTION**  
(Minn. Stat. §§ 16A.15, subd. 3 and 16C.05, subd. 2)\*I certify that work has not started as of 5-1-23 and will not begin until this contract is fully executed.Person Responsible: Patty Rux Date: 5-1-23**II. OBLIGATION INCURRED PRIOR TO ENCUMBRANCE** (Minn. Stat. § 16A.15, subd. 3)\*

Total Contract or Amendment Amount \$ \_\_\_\_\_ Obligation Date: \_\_\_\_\_ (when work started)

Nature of Contract/Scope of Work:

Reason why obligation was incurred before contract was encumbered:

What corrective action will be taken to prevent the problem from happening in the future?

\_\_\_\_\_  
(1) Person Responsible (Printed Name and Signature) Date: \_\_\_\_\_

\_\_\_\_\_  
(3) Agency Head or Formal Delegate Date: \_\_\_\_\_

\_\_\_\_\_  
(2) Agency Accounting Director Date: \_\_\_\_\_



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 8th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 9, 2023 and shall remain in effect until June 8, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (4 days per week) Monday, Tuesday, Wednesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is May 9, 2023 and shall not extend beyond June 8, 2023; the contract not to exceed a total of 18 Days (attending 4 days per week. The District will pay 4 days per week @ \$280.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$280.00 per month and \$280.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**15. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**16. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

<u>Ewaia Burns</u>	27-2595031	5/12/2023
Contractor Signature	SSN/Tax ID Number	Date
<u>Jason Crane</u>		5/8/23
Program Director		Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding

<u>[Signature]</u>	5/9/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Young Minds Learning Center, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 1, 2023 and shall remain in effect until May 31, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Tuesday and Wednesday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 1115 N. Lake Avenue, Duluth, MN 55806.

The approximate date the service will begin is May 1, 2023 and shall not extend beyond May, 31, 2023; the contract not to exceed a total of 14 Days (attending 3 days per week. The District will pay 3 days per week @ \$117.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$117.00 per week and \$585.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.



Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Young Minds Learning Center at 1115 N. Lake Avenue, Duluth, MN 55806.

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**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**15. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**16. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

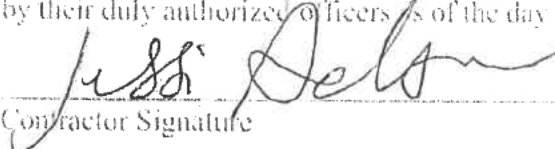
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.


**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
 Contractor Signature

87-380943  
 SSN/Tax ID Number

5-15-23  
 Date

  
 Program Director

5/18/23  
 Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services Superintendent of Schools Board Chair

5/19/23  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 8th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Young Minds Learning Center, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 4, 2023 and shall remain in effect until June 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Wednesday, Thursday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 1115 N. Lake Avenue, Duluth, MN 55806.

The approximate date the service will begin is May 4, 2023 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 14 Days (attending 3 days per week. The District will pay 3 days per week @ \$117.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$117.00 per week and \$585.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Young Minds Learning Center at 1115 N. Lake Avenue, Duluth, MN 55806.

---

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to “data on individuals”; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:


**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer’s Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

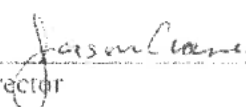
**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
 Contractor Signature

87-380943  
 SSN/Tax ID Number

5-15-23  
 Date

  
 Program Director

5/18/23  
 Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

  1   Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

       Check if the contract will be paid using Student Activity Funds

       Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services

  
 Superintendent of Schools

  
 Board Chair

5/19/23  
 Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19th day of April, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool LLC, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 19, 2023 and shall remain in effect until June 7, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Mondays and Wednesdays following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is April 19, 2023 and shall not extend beyond June 7, 2023; the contract not to exceed a total of 14 Days (attending 2 days per week. The District will pay 2 days per week @ \$320.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$320.00 per month and \$530.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Secret Forest Playschool LLC at 3727 W. Arrowhead Road, Duluth, MN 55811.

---

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**15. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**16. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officer as of the day and year first above written

Michael Green 46-3592053 5/9/23  
Contractor Signature SSN/Tax ID Number Date

Jason Green 5-01-23  
Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CEO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no-cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example)

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding

James Zink 5/1/23  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT TO PROVIDE SERVICES

653

On this 17<sup>th</sup> day of May 2023, the Center for Educational Leadership (CONSULTANT) and Duluth Public Schools (DISTRICT) agree to the following:

1. The CONSULTANT shall perform the following services: (attach additional page if necessary) see attached scope of services.
2. Consideration and Conditions of Payment:
  - a. In consideration for services provided under the terms of this agreement the DISTRICT shall pay the CONSULTANT Seventy-two thousand seven hundred forty dollars (\$72,740).
  - b. Payments shall be made by the DISTRICT within 30 days of date of invoice upon presentation of an invoice by the CONSULTANT.
  - c. All services provided under this agreement shall be performed to the satisfaction of the DISTRICT, and no payment shall be made for any portion of this project not performed in a satisfactory manner.
  - d. The DISTRICT and CONSULTANT agree that services will be delivered virtually if in-person delivery is not possible due to travel restrictions from either party.
3. This Agreement shall become effective July 1, 2023, and shall terminate on June 30, 2024.
4. This Agreement may be canceled prior to termination date shown in Section 3. above by either of the parties upon written notice and without showing cause. In the event that this Agreement or any of the services outlined in section 1. above are canceled prior to the termination date specified in section 3, the CONSULTANT shall be entitled to payment as follows:
  - a. If cancelled prior to 90 days of the scheduled date(s) of service then DISTRICT will have no obligation to pay for the day(s) of service including the daily rate, travel, project management and overhead.
  - b. If cancelled between 60-90 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 50% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
  - c. If cancelled within 60 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 100% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
5. The CONSULTANT herein expressly waives to the DISTRICT any claim to copyright pertaining to all materials, publications, and documents, produced as a result of this agreement and agrees that the DISTRICT shall have exclusive responsibility for their distribution, publication, copyrighting (when applicable), and all other matters relating to dissemination of the materials.
6. The CONSULTANT shall neither assign nor transfer any part of his/her interest in this agreement without the express written consent of the DISTRICT.
7. No changes may be made in the terms or conditions of this agreement, except by the mutual written consent of the parties hereto.
8. No payment or reimbursement shall be made under this agreement for any services performed or expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule or regulation.
9. Payment for services under this agreement shall be reported to the Internal Revenue Service, as required.

Digitally signed by Mindy Dotson  
DN: cn=Mindy Dotson, o=Center for Educational Leadership, ou,  
email=mjdotson@uw.edu, c=US  
Date: 2023.05.18 09:48:18 -07'00'

Consultant Signature \_\_\_\_\_ Date \_\_\_\_\_

Center for Educational Leadership  
Consultant Name (Please print) \_\_\_\_\_

Simone Zurich 5.19.23  
Superintendent/Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_

Simone Zurich  
Superintendent/Administrator Name (Please print) \_\_\_\_\_

Center for Educational Leadership  
Campus Box 358731  
Seattle, WA 98195  
206-221-6881

91-6001537  
Federal Tax ID Number \_\_\_\_\_

Budget Code 01 E 005 030 160 304 012

### Please note

In order to be given priority for scheduling and staffing:

- Contracts should be returned within 30 days
- Dates for work should be scheduled within three weeks from contract execution and return

# Duluth Public Schools - Instructional Leadership Academy

**Anthony Bonds**

[anthony.bonds@isd709.org](mailto:anthony.bonds@isd709.org)

Proposal created: May 1, 2023

For services effective: July 1, 2023

Proposal shared by: Lisa Rooney

[rooneyl@uw.edu](mailto:rooneyl@uw.edu)

The University of Washington Center for Educational Leadership (CEL) supports school systems with contextualized professional learning to help leaders create equitable student experiences and outcomes. After learning about Duluth Public Schools' goals, CEL proposes to support Duluth Public Schools in the 2023-24 school year to further develop equity-centered, learning-focused leaders who make students happy, proud and inspired to realize their limitless futures.

Research continues to highlight the importance of principal performance for student learning. Through our Instructional Leadership Academy, your professional learning experience will focus on developing the knowledge, mindsets and skills for improved equity-driven, instructional leadership.

The academy follows from CEL's theory of action that student social, emotional and academic learning will not improve until the quality of teaching improves, and that the quality of teaching will not improve until leaders understand what constitutes high-quality instruction and learning environments, along with the role leaders play in improving instructional practice, learning environments and student learning.

### **Partnership outcomes**

*Participants will develop:*

- Nonjudgmental methods for observing and analyzing instruction, including improved ability to discern inequities in student learning
- A broader, deeper culture of public practice that uses qualitative data to understand how students experience instruction
- Transformative skills in providing strengths-based, evidence-driven feedback as a tool to grow practice
- Strategies to support teacher learning by understanding the current state of teachers' learning culture
- A collaborative professional learning community with shared language and vision for equity, student learning and high-quality instruction

We outline our fees and approach below.



## Description

### Activity: Whole group learning institutes

5 days: 1 group for 5 days with 1 CEL facilitator

- A two-day opening institute focusing on key concepts of instructional leadership along with key practices, including observation and analysis, to strengthen the connections between understanding how students experience instruction and equity
- A one-day mid-program institute in which participants share their learning and reinforce key skills, with a focus on effective feedback
- A two-day final institute focusing on designing more strategic teacher learning, including the role of targeted feedback, to improve the quality of teaching and learning

### Activity: Cohort Learning Walkthroughs

8 days: 4 learning walkthrough sessions for each of 2 cohorts with 1 CEL facilitator

School-based opportunities for cohorts of leaders to develop:

- a shared vision for an equitable student learning environment and high-quality teaching by using the 5 Dimensions of Teaching and Learning framework and students of focus
- habits of thinking for instructional leadership, with a focus on removing judgment and bias from data collection and staying grounded in evidence
- skills for observing how students experience instruction
- a strength-based stance for communicating evidence of learning, student learning experiences and teaching practice

### Activity: Central Office Coaching

1 day: 2 half-days (8 hours) of virtual coaching

Coaching support for central office leaders to ensure application and sustainability of learning.

### Measures of Instructional Leadership Expertise (MILE™) Assessments

\$345 per participant

An online instructional leadership proficiency assessment that identifies participants' baseline strengths and areas for growth.

Within an agreed-upon two-week assessment window, participants will take the MILE assessment, an online assessment providing independent measures of a leader's expertise in observation and analysis, providing feedback to teachers, leading professional learning and one crosscutting skill of adopting an inquiry stance in their leadership.

CEL will provide:

- Individual reports to each participant
- Group report and individual data to the district
- A presentation of results

*Please note that the MILE assessment has a separate contracting, registration process and timeline, and that it will be invoiced upon agreement through CoMotion at the University of Washington.*

Budget Proposal

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Professional Learning	Description	Days (or quantity)	Total
Instructional Leadership Academy	Whole group and embedded learning sessions	13	\$57,200.00
Materials: Walkthrough Basics		30	\$900.00
Materials: Supporting Teacher Learning		30	\$540.00
MILE	Performance assessment included here though requires separate agreement	30	\$10,350.00
Central Office Coaching	Half-day blocks for coaching and support	2	\$3,750.00
Total			\$72,740.00



Company Address 548 Market St.  
PMB 98963  
San Francisco, CA 94104  
United States

Please send any billing questions to [ar@seesaw.me](mailto:ar@seesaw.me)

Bill To Name Duluth Independent School District 709  
Created Date 4/26/2023  
Expiration Date 8/26/2023  
Quote Number 00057954

### Contract Summary

Contract Start Date 9/1/2023  
# of Students 3,700.00  
Total Price USD 21,756.00  
Tax USD 0.00  
Grand Total USD 21,756.00

Contract End Date 8/31/2024

#### For non-US customers only:

Do you have a VAT/GST registration number or equivalent?

If yes, enter registration number here: \_\_\_\_\_

### Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw - District	3,700.00	USD 6.48	USD 23,976.00	9/1/2023
Volume Discount (2,500 - 4,999)	3,700.00	USD -0.60	USD -2,220.00	9/1/2023

### Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: Mike Bobbe

Email: john.bobbe@isd709.org

Title: Digital Innovation Specialists

Phone: 218-336-8711

### Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: Mike Bobbe

Email: john.bobbe@isd709.org

Title: Digital Innovation Specialist

Phone: 218-336-8711

### Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: same as above

Email: \_\_\_\_\_

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

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

### Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: AP Vendor

Email: ap.vendor@isd709.org

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

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

School Address

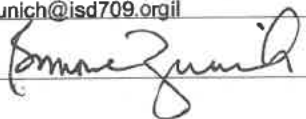
Address: 4316 Rice LakeCity: DuluthRoad State: MNZip / Post Code: 55811

Upon signing by Customer and submission to [web.seesaw.me](http://web.seesaw.me) or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Master Services Agreement ("Agreement") found at <https://web.seesaw.me/msa> unless (i) Customer has a written master services agreement executed by Seesaw Learning, Inc. for the Services, in which case such written subscription agreement will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Agreement.

Name: Simone ZunichDate: 5.25.23Company: Duluth Public SchoolsTitle: Exec. Dir. Finance, BusinessEmail: simone.zunich@isd709.org

PO Number (if required): \_\_\_\_\_

Accepted By: **Seesaw Signature**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Accepted By: \_\_\_\_\_

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

## AGREEMENT

688

**THIS AGREEMENT**, made and entered into this 8th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Gwen Stabe, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 8, 2023 and shall remain in effect until June 30, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *Assisting the Head Start enrollment process, Child Plus enrollment, working with and training current staff on Head Start enrollment procedures.*

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$20 hourly and \$2560 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 212 Oak Bend Road Duluth, MN 55811.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.


**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.


18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

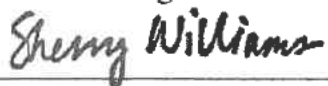


**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
 Contractor Signature

  
 SSN/Tax ID Number

5-8-23  
 Date

  
 Program Director

5-8-23  
 Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

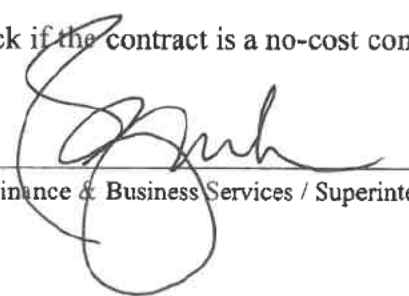
  X   Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

**303**

04	E	005	579	503	<del>1111</del>	152
XX	X	XXX	XXX	XXX	XXX	XXX

       Check if the contract will be paid using Student Activity Funds

       Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

5/17/23  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 28th day of May , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Wilson, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 28, 2023 and shall remain in effect until June 2, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Jeremy Wilson will be bringing a drum, teaching Powwow dances, and performing for the May 30th 2023 Oshki-inwewin end of the year event at Lowell Elementary.*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 111 Morley Parkway Duluth, MN 55803.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

  X   Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	503	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

       Check if the contract will be paid using Student Activity Funds

       Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Date

## **BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT**

### **THIS BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT**

("Agreement") is made and entered into as of May 11, 2023, by and between The BARR Center, a Minnesota nonprofit corporation, with an address of 5115 Excelsior Blvd., #476, St. Louis Park, MN 55416 ("BARR Center") and Duluth Public Schools, a district, with an address of 4316 Rice Lake Road, Suite 108, Duluth, MN 55811 ("CLIENT").

### **RECITALS**

- A. BARR Center offers and makes available to secondary schools Thrive subscription(s) for the implementation of the Building Assets, Reducing Risks (BARR) Secondary Model (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to purchase from BARR Center a Thrive subscription(s) to the BARR Secondary Model, for implementation, at CLIENT's school facility at **Denfield High School, 401 N 44th Ave W, Duluth, MN 55807** ("Facility" herein).

**IN CONSIDERATION** of the mutual promises and agreements set forth below, BARR Center and CLIENT agree as follows:

**1. Subscription.** CLIENT hereby purchases Thrive subscription(s) to the BARR Secondary Model ("BARR Model") on the terms set forth herein and on Exhibit A attached hereto ("Subscription" or "Subscriptions(s)"). BARR Center shall perform the services ("Services") and provide BARR Implementation Resources ("BARR Implementation Resources") identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. BARR Center may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by BARR Center

**2. Printed Copies and Electronic Access to BARR Implementation Resources.** The Subscription includes the provision of printed copies as set forth in Exhibit A. The Subscription also provides CLIENT with electronic access to the BARR Secondary Implementation Resources ("BARR Implementation Resources") through an on-demand platform (the "On Demand Platform").

BARR contracts with the publisher of BARR materials (Hazelden Betty Ford Foundation) to provide the On Demand Platform. BARR Center hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Implementation Resources through the On Demand Platform. CLIENT agrees to abide by the Terms of Use for the On Demand Platform as set forth in Exhibit B.

CLIENT acknowledges and agrees that BARR Implementation Resources, whether obtained in printed form, or accessed, viewed, and printed via the On Demand Platform, are to be considered confidential and proprietary materials, subject to copyright protection and shall be used solely for CLIENT's own internal use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Implementation Resources for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide, share, or otherwise transfer the BARR Implementation Resources or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage, or adapt the BARR Implementation Resources for any purpose; or use the BARR Implementation Resources for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Implementation Resources, or bulk reproduction or distribution of the BARR Implementation Resources in any form.

CLIENT and its Authorized Users will be given access to the BARR Implementation Resources through the On Demand Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Implementation Resources. CLIENT cannot reassign the Subscription for a Facility to another facility or school and will instead be required to purchase an additional Subscription for any such other facility or school. CLIENT and its Authorized Users may access the BARR Implementation Resources through the On Demand Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of BARR.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Implementation Resources, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Implementation Resources from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view, and print the BARR Implementation Resources solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections attendant to the BARR Implementation Resources, and will not access, copy, distribute, display or otherwise use the BARR Implementation Resources other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Implementation Resources from all local networks, computers

or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Implementation Resources, in whole or in part; and (iv) not alter or modify the BARR Implementation Resources.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Implementation Resources by an Authorized User in violation of this Section 2. CLIENT shall notify BARR immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources, and will provide such assistance as may be requested by BARR Center to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources. An unauthorized use of the Implementation Resources shall be considered a material breach of this Agreement, and CLIENT shall be liable for any damages, costs or expenses incurred by BARR in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources and in enforcing its rights under this Agreement, including reasonable attorney's fees expended by BARR. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, BARR Center shall have the right to suspend access to the BARR Implementation Resources through the On Demand Platform for any or all Authorized Users until such breach has been cured.

BARR Center represents and warrants that it has an exclusive license to make available BARR copyrighted Implementation Resources and that the use of the BARR Implementation Resources by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. BARR Center does not make any other representations or warranties with respect to the BARR Implementation Resources or their use.

**3. Subscription Fee.** The fee for the Subscription(s) purchased by CLIENT ("Subscription Fee") is set forth on Exhibit C attached hereto. BARR Center or the Hazelden Betty Ford Foundation, DBA Hazelden Publishing, as a third-party vendor for the BARR Center will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt. Failure to pay the subscription fee as required under this Agreement may be considered a material breach of this Agreement and the BARR Center may suspend, delay, or refuse to provide CLIENT with Implementation Resources for any such breach.

**4. Ownership.** BARR Center or its licensors will be and remain the owner of the copyright in and to the BARR Implementation Resources. CLIENT acknowledges that the BARR Implementation Resources and any intellectual property or materials created in the performance of the Agreement are protected by copyright, and CLIENT shall not reproduce, distribute, or display any of the BARR Implementation Resources in any format or media other than as expressly authorized by BARR Center.

**5. No Payment.** No payment or other consideration was provided by BARR Center to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.



**6. Insurance.** At all times during the term of this Agreement, BARR Center will keep in force:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

**7. Data; Survey Results.** CLIENT acknowledges and agrees that BARR Center may collect data for the purpose of measuring the success of the BARR Model and for research purposes. CLIENT also acknowledges and agrees that BARR Center or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) BARR Center agrees it will not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate, unless written permission is provided by CLIENT.

**8. Records of Students of CLIENT.** Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to BARR.

**9. Record Retention and Audits.** BARR Center will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, BARR Center shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

**10. E Verify.** BARR Center warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

**11. Nondiscrimination.** BARR Center will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

**12. Background Checks.** BARR Center will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. BARR Center will obtain and provide background checks, including, without limitation, reference checks, screening, and fingerprinting, for each employee assigned to perform Services. If any employee assigned by BARR Center is unacceptable to CLIENT, BARR Center will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

**13. Limitations on Liability.** NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**14. Term.** The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit C attached hereto.

**15. Termination.** Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within sixty (60) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, BARR will immediately cease and direct any subcontractor of BARR to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay BARR Center, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by BARR Center, BARR Center agrees to refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

**16. Independent Contractor.** Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between BARR Center and CLIENT. BARR shall be deemed to be at all times an independent contractor of CLIENT. BARR Center shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. BARR Center shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. BARR Center will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to BARR Center hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

**17. Advertising: Use of Name.** Unless this Agreement is terminated by CLIENT for an uncured breach by BARR Center, BARR Center and its subcontractors and agents may refer to CLIENT as a client of BARR Center and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use BARR Center corporate name the "BARR" name, or any derivations thereof, copyrights, logos, slogans, or other intellectual property, or to represent any ownership or joint venture with BARR Center.

**18. Entire Agreement.** This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

**19. Legal Notices.** All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

BARR Center: General Counsel  
The BARR Center  
5115 Excelsior Blvd., #476  
St. Louis Park, MN 55416

If to CLIENT:

**Name/Title:** Jennifer Wellnitz, BARR Coordinator, Denfield High School  
**Address:** 401 N 44<sup>th</sup> Ave W, Duluth, MN 55807  
**Email:** [jennifer.wellnitz@isd709.org](mailto:jennifer.wellnitz@isd709.org)  
**Phone:** (218) 428-7438

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

**20. CLIENT Contact.** CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

**Name/Title:** Simone Zunich, Finance Manager  
**Address:** 4316 Rice Lake Road, Suite 108, Duluth, MN 55811  
**Email:** [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)  
**Phone:** (218) 336-8716, ext. 1079  
**PO Number** (if applicable):

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

**21. Assignment.** Neither party may assign this Agreement or any rights, obligations, or duties hereunder without the prior written consent of the other party, except that BARR at its discretion may assign this Agreement in its entirety to any parent, subsidiary, successor or related entity.



**EXHIBIT A****BARR THRIVE for Secondary Model Implementation Resources and Services Provided****One Year:**

- Coaching:
  - One (1) on-site coaching visit with follow-up reports
  - Twice a month virtual coaching calls with school's BARR Coordinator
  - 24/7 access to BARR Coach
- Training: Five (5) registrations to attend a virtual Implementation Training
- Annual Report
  - Annual implementation summary
  - Report on student outcomes
  - Annual survey of teacher perceptions
  - Annual survey of student perceptions
- BARR Educator Network membership and benefits including:
  - BARR Coordinators' Professional Learning Community peer-sharing webinars
  - BARR Administrators' Professional Learning Community peer-sharing webinars
  - BARR member rate for National Conference registration
- Access to BARR Basecamp online resource portal:
  - BARR Secondary Model Implementation Manual
  - I-Time Curriculum, Volumes 1-3
  - Tools including guidelines, templates, videos, agendas, rubrics, and forms

**EXHIBIT B****Terms of Use  
for  
On Demand Platform**

BARR Center contracts with HAZELDEN BETTY FORD FOUNDATION, d/b/a Hazelden Publishing, ("Hazelden Betty Ford") to provide the On Demand Platform referenced in Section 2 of the Thrive Subscription Agreement for accessing, viewing and printing BARR Implementation Resources. The BARR Center and Hazelden Betty Ford grant to CLIENT and its faculty and staff members located at the facility designated by CLIENT in its Subscription ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Hazelden On Demand (HOD) Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the HOD Platform using one of the following methods, with the method or methods of access to be selected by CLIENT: (i) through protected passwords assigned by HAZELDEN BETTY FORD; (ii) by providing HAZELDEN BETTY FORD with CLIENT's IP addresses, which will be a range or range of IP addresses that will be allowed access; or (iii) by providing HAZELDEN BETTY FORD with a password protected referral URL that will link to the HOD Platform and that will be posted in a private location. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the HOD Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based

platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any of these Term of Use or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of these Terms of Use. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any of these Terms of Use by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the HOD Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. Hazelden does not make any other representations or warranties with respect to the BARR Materials or their use.

**EXHIBIT C**

**Thrive term of liability for single school**

**School year: July 1, 2023 – June 30, 2024**

**Subscription Fee Breakdown**

Description of Service	Price/school
BARR First Year Implementation Services	\$11,250
BARR Publishing Annual Services	\$3,750
<hr/>	
<b>Total BARR System Services</b>	<b>\$15,000</b>
BARR Service Delivery Fee	\$2,500
<b>Total Cost Year 1</b>	<b>\$17,500</b>

**Budget Code**  
**01 E 215 211 317 305 000**



Created Date: May 4, 2023

## NextRequest for Duluth Public School District, MN

### What do I get with NextRequest?

An all-in-one platform for managing records requests across your entire agency. It's an annual subscription and includes:

- Workflow Tools, Document Hosting & Management, Dashboards, Custom Reporting, Request Diversion, and Regular Product Improvements and Feature Updates

### Security?

We protect your information using:

- SOC 2 Security Audit, Encryption, and Threat/Uptime Monitoring. See a full overview at: [nextrequest.com/security/](https://nextrequest.com/security/)

### Technical Requirements?

NextRequest is entirely web based and software-as-a-service

- Everything in the cloud - no downloads or installations and works on all modern web browsers

Customer	Duluth Public School District, MN	Start Date	5/15/2023
Account URL(s)*	duluthpublicschoolsmn.nextrequest.com *Account URL cannot be altered once created	Invoice Date	5/8/2023; 7/1/2023
Primary Contact Name	Brett Mensing	Renewal Date	7/1/2024
Email and Phone	brett.mensing@isd709.org 218.336.8704		
Address	4316 Rice Lake Rd, Duluth, MN, 55811		

**Service Agreement:** Welcome to NextRequest! Thanks for using our platform. This Service Agreement ("Agreement") is entered between NextRequest, LLC, with a place of business at 212 W Main Street, Suite 500, Durham, NC 27701 ("NextRequest"), and the Customer listed above ("Customer"), as of the Effective Date. This Agreement includes the above subscription and support (the "Services") and incorporates the above Order Form as well as the Terms and Conditions and Service Level Agreement available at <https://www.nextrequest.com/terms-conditions> and which contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**Renewals:** Pricing may be subject to a standard 5% annual increase to account for application improvements, new features and inflation.

<b>Term 1: 5/15/2023 - 6/30/2023, Invoiced 5/8/2023</b>		<b>Price</b>	<b>QTY</b>	<b>Subtotal</b>
<b>NextRequest Standard License (monthly pricing, billed annually)</b>		<b>\$899.00</b>	<b>1.5</b>	<b>\$1,348.50</b>
Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage				
Core Features: Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking				
Payments: Invoicing and Online Payments ( *Approved payment processors)				
Review and Redaction Features: Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition)				
IT & Compliance Features: Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA				
<b>Existing Customer Incentive (one-time)</b>		<b>-\$899.00</b>	<b>1.5</b>	<b>-\$1,348.50</b>
1.5 month credit				
<b>Standard Set Up &amp; Onboarding (one-time)</b>		<b>\$1,500.00</b>	<b>1</b>	<b>\$1,500.00</b>
Dedicated Onboarding Team, 1 Kickoff Call, 1 Dedicated Admin Training (60 minutes), Go-Live Success Plans, Weekly Group Training Webinars, In-app Training, Video Tutorials, <a href="#">Knowledge Base Articles</a> , and Service Level Agreement				
			<b>Total</b>	<b>\$1,500.00</b>
<b>*Pricing is Valid for 60 Days from the Current Date</b>				

<b>Term 2: 7/1/2023 - 6/30/2024, Invoiced 7/1/2023</b>		<b>Price</b>	<b>QTY</b>	<b>Subtotal</b>
<b>NextRequest Standard License (monthly pricing, billed annually)</b>		<b>\$899.00</b>	<b>12</b>	<b>\$10,788.00</b>
Unlimited Staff Users, Up to 10 Admin-Publisher Users, and Up to 2 TB of Storage				
Core Features: Public Request Portal, Public Reading Room, Premier Security Package, Email Monitoring Suite, Email notifications, Automatic Reminders, Task assignment and tracking, and Time Tracking				
Payments: Invoicing and Online Payments ( *Approved payment processors)				
Review and Redaction Features: Redaction with unlimited users, RapidReview (Batch and Draft Redaction), and OCR (Optical Character Recognition)				
IT & Compliance Features: Retention, Single Sign-On, Agency Specific Portal URL, SOC 2 Type II Audit, CJIS Attestation Available, and HIPAA Compliance Available with BAA				
			<b>Total</b>	<b>\$10,788.00</b>

**Duluth Public School District, MN**

**NextRequest, LLC**

Signature:

*Simone Zurich*

Name & Title:

*Simone Zurich  
Exec. Dir. Finance, Business*

Date:

*5.4.23*

Signature:

*Robert Sydnor*

Name & Title: Robert Sydnor, CTrO and Business Operations

Date: 5/5/2023

**Accounts Payable Info**

Name:

*Teresa Peterson*

Phone:

*219 336 8704 x1003*

Email:

*a.p.vendor@isd209.org*

Will issue PO? Yes: ☒ No: ☐

Download our W-9 at: [nextrequest.com/w-9](https://nextrequest.com/w-9) (password: foiasoftware)

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Leannia Hudson, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:**

**1. Dates of Service.** This Agreement shall be deemed to be effective as of August 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$32 hourly and 22,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Lisa Larson, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1545 Torgenson Road, Duluth, MN 55804.

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

ReAnna Hudson  
Contractor Signature

SSN/Tax ID Number

5-18-23  
Date

Jane Hulda  
Program Director

5-22-23  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	216	401	303	637
XX	X	XXX	XXX	XXX	XXX	XXX

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Serina Zurich  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

5/8/23  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5 day May of , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and INTERNATIONAL FRIENDSHIP THROUGH THE PERFORMING ARTS, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May 5th, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *5 WORKSHOPS, 1 PERFORMANCE*

**3. Background Check.** *N/A*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.



### **Edit with the Docs app**

Make tweaks, leave comments, and share with others to edit at the same time.

NO THANKS

GET THE APP

ound checks for their business needs, Contractor eted, on file, and will be made available for review if

idual working in our schools with convictions of a

rformance of Contractor of its obligations pursuant to nburse Contractor for its services and expenses in xceed \$5000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice



- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement. 688

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)  
1960 Cliff Lake Road, #129-219, Eagan, MN  
55122

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

*Paul Aine*  
Contractor Signature

41-1738386

05/07/2023

SSN/Tax ID Number

Date

*Nathan Smith*  
Program Director

5-9-23

Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

600

**Please check the appropriate line below:**

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	203	141	366	205
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Simone Zwick  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

5/10/23 Date

Page of

Last Updated: 8/18/2022

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Eben H Phillips, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. 692

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

Eben H. Phillips 911 W. 6th St. Duluth, MN 55806

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**15. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**16. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**17. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

692

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Eben Allen  
Contractor Signature

[REDACTED]  
SSN/Tax ID Number

05/25/2023  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Ernie Zunic  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6.1.23  
Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Shannon RedBrook, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

207 S 18<sup>th</sup> ave E Duluth, MN 55812 :

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**15. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**16. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**17. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Red Brook  
Contractor Signature

SSN/Tax ID Number

05.25.23  
Date

William Smith  
Program Director

5/25/23  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Ermine Zuzich  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6.1.23  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Karen TeHennepe, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

Karen Telleuiepe 2219 W 4th St  
Duluth MN 55806

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from


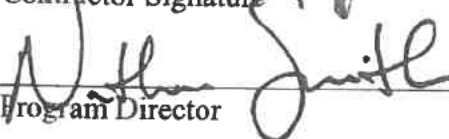


operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 5/25/23  
  
 Program Director \_\_\_\_\_ Date 5/25/23

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

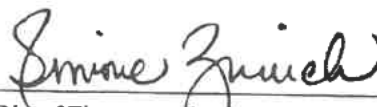
**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 6.1.23

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Kathy Nelson, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

**2314 Tower Ave Superior, WI 54150**

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Kathy Nelson  
Contractor Signature

[REDACTED]  
SSN/Tax ID Number

5-25-23  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Ermine Zunic  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6.1.23  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Brooke Nelson, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN



will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

**2314 Tower Ave, Superior, WI 54880**

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

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AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written

*[Signature]*

Contractor Signature

SSN/Tax ID Number

Date

*[Signature]*

Program Director

5/25/25  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
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XX	X	XXX	XXX	XXX	XXX	XXX

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding

*[Signature]*

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6.1.23  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Takeesha Coon, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

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All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

**Takeesha Coon** 5111 Avondale St.  
Duluth, MN 55804

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**Takeesha Coon**

Contractor Signature

SSN/Tax ID Number

Date

**5/25/23**

**Nathan Smith**

Program Director

**5/25/23**  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

**Ernie Zwick**

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

**6.1.23**

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Scott Yeazle, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

5 North 19<sup>th</sup> Ave East Duluth MN 55812

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature

SSN/Tax ID Number

Date

5/25/23

Program Director

Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Date

6.1.23

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Kyra A. Gustafson, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.



All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

3001 Devonshire St, Duluth, MN, 55806

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**15. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**16. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**17. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
 Contractor Signature

SSN/Tax ID Number

5-25-23  
Date

Program Director

Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

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01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6.1.23  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Caillin E. Dewlen, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. 230

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

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**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

1222 E 1st ST APT A DULUTH MN 55805

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**15. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**16. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**17. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

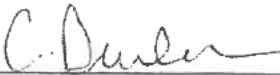
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. **Z32**

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
 Contractor Signature

  
 SSN/Tax ID Number

5-15-2022  
 Date

\_\_\_\_\_  
 Program Director

\_\_\_\_\_  
 Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6.1.23

Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Zach Hallett, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. 238

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

216 South 16<sup>th</sup> St. #2 Duluth MN 55802

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. Z39

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Jack Hallett  
Contractor Signature

[REDACTED]  
SSN/Tax ID Number

5/25/23  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Ernie Zunic  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6.1.23  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

John Masters, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

106 S 19<sup>th</sup> Ave E, Duluth MN, 55812

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from





operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 05/25/23  
  
 Program Director \_\_\_\_\_ Date 5/25/23

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

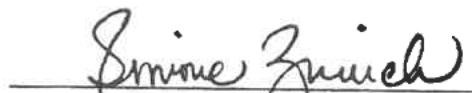
**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 6.1.23

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Salaam Klitherspoon, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

2412 W 1st Street, Duluth MN, 55806

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

**15. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

**16. Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**17. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Salaam Kilitherspoon [REDACTED] 05/25/23  
 Contractor Signature Salaam Kilitherspoon SSN/Tax ID Number Date

\_\_\_\_\_  
 Program Director Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Ermine Zunic 6.1.23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Amber Lee Lightfeather, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN



will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

716 N 22<sup>nd</sup> Ave W Duluth, MN 55806

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. 282

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Date

746 N 22<sup>nd</sup> Ave W  
Duluth, MN

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

**Caitlin Smith**, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided. 233

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

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- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

2214 W 6th St. Duluth, MN 55806

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. 239

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



Contractor Signature



SSN/Tax ID Number



Date

Program Director

Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

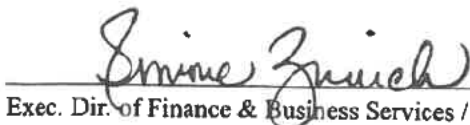
**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

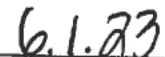
01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding



Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair



Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Christa Dileye, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *Individuals will work at tables providing support to the Poverty Simulation event at Myers-Wilkins Elementary. They will provide information to the attendees of the event about real life struggles of living in poverty.*

**3. Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

**5. Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

**6. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**9. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

1520 E 3rd St Duluth MN 55812 .

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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**17. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

**18. Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
Contractor Signature

  
SSN/Tax ID Number

5/25/23  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

☒ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6.1.23  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 5th day of May , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and

Helen Davis, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 5th, 2023 and shall remain in effect until May, 25th 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$25 hourly and \$100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

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All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

2427 W. 4<sup>th</sup> Street Apt. 301 Duluth, MN 55806

**11. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**12. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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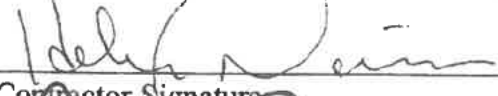
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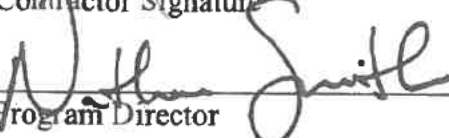
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

  
 Contractor Signature

  
 SSN/Tax ID Number

5/25/23  
 Date

  
 Program Director

5/25/23  
 Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

**This contract is funded by either:**

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

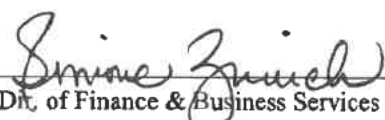
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01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

☐ Check if the contract will be paid using Student Activity Funds

☐ Check if the contract is a no-cost contract such as a Memorandum of Understanding

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

6.1.23  
 Date

**No Cost Contracts Signed  
May 2023**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
City of Duluth	TLE	ISD 709 & City of Duluth will reestablish the virtual library card program for students and educators called the Library Port program
University of Minnesota Duluth	TLE	MOU outlining terms and conditions for FY24 College in the Schools Program agreement

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF DULUTH, THROUGH THE  
DULUTH PUBLIC LIBRARY,  
AND  
INDEPENDENT SCHOOL DISTRICT NO. 709**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth through the Duluth Public Library (“Library”) and Independent School District 709 (“ISD 709”).

WHEREAS, on June 12, 2023, the Library and ISD 709 wish to re-establish the virtual library card program for students and educators called Library Port program; and

WHEREAS, the Library Port program benefits the Duluth community by facilitating student engagement with the library, particularly that of under-resourced students; and

WHEREAS, through the Library Port Program the library is able to provide library materials and access to e-resources to students who did not have access to conventional library cards for reasons beyond their control; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

**I. ISD 709 Obligations.**

- A. ISD 709 agrees to provide Library Port Program information provided by the Library to staff annually;
- B. ISD 709 agrees to create an opt-out process for parents consistent with federal and state law;
- C. ISD 709 agrees to provide the following information on participating students to the Library: Unique ID, Student Lunch ID Number, Name, Address, Phone, School Email, Date of Birth; School, and Grade;
- D. ISD 709 agrees to implement the following processes for transferring student data to the Library for the purpose of creating virtual library cards:
  1. Assign all students a unique number up to six digits. (Codes will be assigned to individual schools to add to that data output.)
  2. Run queries from ISD 709 student system (e.g. Infinite Campus), to create a tab delimited text file that includes student lunch ID number, name, school email, and date of birth.
  3. Transfer tab delimited text file via Library’s secure FTP site on a regular basis.

- E. ISD 709 agrees to promote Library Port internally to ensure that Library Port is a resource to enrich students' curriculum and the library is part of students' community; and
- F. ISD 709 agrees to promote Library Port externally to parents and the general public in partnership with the Library, including a formal announcement of the partnership agreed upon by both parties.
- G. ISD 709 agrees to designate a contact person, either the Director of Curriculum and Instruction or a representative of the Superintendent's Office, for the Duluth Public Library to work with on an ongoing basis.

## II. Library Obligation.

- A. Library agrees to provide access to Library resources risk free. ISD 709 students will be able to check out digital materials and up to five physical items without overdue fines. Fresh Start, a read-down or do-down process, will be provided for students to eliminate any monetary fees for lost or damaged materials at no cost.
- B. Library agrees to provide staff of ISD 709, including those that live outside the City of Duluth, with a digital access card allowing access to Library Port electronic materials.
- C. Library agrees to promote Library Port externally to the general public in partnership with the ISD 709, including a formal announcement of the partnership agreed upon by both parties.

## III. General Terms and Conditions.

- A. Data Practices.  
Each party will abide by the provisions of Minn. Stat. Chapter 13, the Minnesota Data Practices Act, as well as the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 in the handling and disclosure of data.
- B. Contract Period.  
Notwithstanding the date of execution, the term of this Agreement shall commence on the Effective date and shall continue until June 30, 2027, unless terminated earlier as provided for herein. Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement without cause.
- C. Non-Discrimination.  
Parties shall not discriminate against any person in granting or denying access to Library Port because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.
- D. Hold Harmless.  
Each party shall be responsible for its own acts and omissions in carrying out the obligations of this Agreement.
- E. Notices

Notice to the Library or ISD 709 provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

**City**

Duluth Public Library  
520 W. Superior Street  
Duluth, MN 55802  
Attn: Library Manager

**ISD 709**

Duluth Public Schools, ISD 709  
215 N 1st Ave E  
Duluth, MN 55802  
Attn: Superintendent of Duluth Public Schools

- F. Laws, Rules and Regulations.  
Parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities under this Agreement.
- G. Applicable Law.  
This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Duluth, Minnesota.
- H. Severability.  
In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.
- I. Entire Agreement.  
It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment 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.
- J. Counterparts.  
This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same


instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date shown below.

**CITY OF DULUTH**

**ISD 709**

By: \_\_\_\_\_  
Mayor

By:  \_\_\_\_\_  
Superintendent

ATTEST:

\_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Countersigned:

\_\_\_\_\_  
City Auditor

## MEMORANDUM OF AGREEMENT

between the University of Minnesota Duluth  
and Independent School District 709

### Term of Agreement: 2023-2024

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) Program and Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2023-2024 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course. Hybrid and/or online course modalities may be approved by UMD on a course by course basis. Students enrolled in UMD CITS courses must use course materials approved by a UMD CITS Faculty Liaison that are deemed similar to those used on the UMD campus.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. A school counselor or CITS teacher may submit a Course Permission Form to request that a high-potential student who does not meet the GPA or grade level requirements be allowed to enroll in CITS classes. The form needs support and specific rationale from the school counselor and/or the CITS teacher. The UMD Registrar has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth. Students who do not meet the program requirements to enroll in the course for college credit, may remain in the class for high school credit only. The CITS class must maintain at least 30% of students enrolled in the course for college credit versus high school credit only. Any course not meeting this enrollment requirement, will need CITS program approval.
- Adhere to UMD's enrollment limits, a maximum of 40 students per CITS class section except where otherwise noted in Addendum A. Due to pedagogical best practices, WRIT 1120 and all of the World Languages classes (French, German, and Spanish) are limited to a maximum of 25 students. For Physical Education courses, the classroom enrollment is determined by equipment/weight room space, and will be listed in Addendum A. In addition, students enrolled in a UMD course may not be of mixed levels. For example, you may not combine German 3 students in a classroom with German 4 students.
- Provide UMD CITS program staff with a copy of the final class syllabi and the side-by-side assessment tool each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development.
- Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum. CITS staff will work with administrators and teachers to obtain an expedited approval. In addition, student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.
- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS



faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.

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- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration; and
- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits/implications of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract;
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program;
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation;
- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists;
- Facilitate access to UMD student/faculty benefits and services, including: Internet/email, library and tutoring resources; and
- Share course evaluations per term, along with generalized CITS survey and research information.

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.


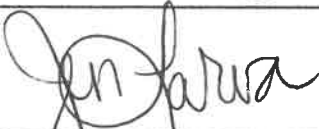
UMD will charge \$92 per student, per course enrollment (see Addendum A for course listing) based on the UMD CITS class lists printed after the CITS course withdrawal deadline. UMD will bill the ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in December.
- Spring semester enrollments are final in March and are billed in April.
- All year student enrollments are final in January and are billed in April.
- Trimester 1 student enrollments are final in November and are billed in December.
- Trimester 2 student enrollments are final in January and are billed in April.
- Trimester 2/3 student enrollments are final in April and are billed in April.
- Bills are payable within 30 days.

CITS courses offered in the Duluth Public School District may be amended and/or expanded in each succeeding year.

## APPROVALS:

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Title	Name	E-Signature	Date
UMD Executive Vice Chancellor for Academic Affairs	Amy Hietapelto		
UMD Registrar	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services & Finance Manager	Simone Zurich		5/22/23
Duluth Public Schools Director of Secondary Curriculum & Instruction	Jen Larva		5/18/23

### cc:

Joan Lancour, Executive Assistant to the Directors of Curriculum & Instruction  
Nathan Glockle, Principal, Academic Excellence Online (AEO) High School  
Tom Tusken, Principal, Denfeld High School  
Danette Seboe, Principal, Duluth East High School

## Addendum A

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### 2023-2024 List of UMD CITS Courses To Be Offered in ISD 709

#### Academic Excellence Online (AEO) High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)	Nathan Approved
MATH 1250	Precalculus Analysis	4	40	N/A	Ahern, Jenny	approved not teaching through UMD in 2023 - 2024
MATH 1296	Calculus I	5	40	All Year	Ahern, Jenny	NG
WRIT 1120	College Writing	3	25	Fall & Spring	Schingen, Joe	NG

#### **Notes (AEO only):**

MATH 1250 will not be offered during the 2023-24 academic year.

#### Denfeld High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)	Tom approval
ECON 1003	Economics and Society	3	40	Fall & Spring	Florestano, Angelo Hollinday, Gina	TT
ENGL 1907	Introduction to Literature	3	40	Spring	Macioce, Maria	TT
MATH 1296	Calculus I	5	40	All Year	Lewis, Ed	TT
PE 1616	Weight Training	1	24	Spring	Marsolek, Stacia	TT
SOC 1101	Introduction to Sociology	4	40	Fall	Hollinday, Gina	TT
SPAN 1201	Intermediate Spanish I	4	25	Fall	Cummins, Johanna	Not being offered in 23-24
SPAN 1202	Intermediate Spanish II	4	25	Spring	Cummins, Johanna	Not being offered in 23-24
WRIT 1120	College Writing	3	25	Fall & Spring	Mickle, Stephanie	TT

# Duluth East High School

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Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)	Danette approval
ECON 1003	Economics and Society	3	40	Fall & Spring	Updegrove, Richard	DS
ENGL 1907	Introduction to Literature	3	40	Fall	Jones, Greg	DS
GER 1201	Intermediate German I	4	25	Fall	Lull, Emily	not running 23-24
GER 1202	Intermediate German II	4	25	Spring	Lull, Emily	not running 23-24
MATH 1296	Calculus I	5	40	All Year	Graves, Peter Garnett, William	DS
PE 1616	Weight Training	1	24	Fall & Spring	Ratai, Al Hietala, Joe	DS
SOC 1101	Introduction to Sociology	4	40	Fall & Spring	Nachbar, Catherine	DS
SPAN 1201	Intermediate Spanish I	4	25	Fall	Kroll Strukel, Kimberly	DS
SPAN 1202	Intermediate Spanish II	4	25	Spring	Kroll Strukel, Kimberly	DS
WRIT 1120	College Writing	3	25	Fall & Spring	Sorenson, Stuart	DS

**Revenue Contracts Signed  
May 2023**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

<b>Name</b>	<b>Amount or Estimated Amount*</b>	<b>Contract Source</b>	<b>Description</b>
Harbor City International School	\$46,500.00	Child Nutrition	FY24 renewal of contract for vended meals

## School Nutrition Programs Renewal of Contract for Vended Meals School Year 2023-24

Upon mutual agreement of the School Nutrition Programs (SNP) school food authority (SFA) and the Vendor, a SNP Contract for Vended Meals may be renewed for subsequent one-year terms after the original contract. Program regulations (7 CFR 210.16) allow a contract to be renewed up to four times (total of five years). State law for public schools (Minnesota Statutes section 123B.52) allows an SNP Contract for Vended Meals to follow the federal rule for up to four renewals if federal program requirements are met.

This template must be used for contract renewal, without change to any provisions except for inserting required information. No material changes may be made to the original contract.

### 1. Definitions

"SFA" refers to the school food authority that is contracting for the meals and will claim the meals for SNP reimbursements.

SFA: Harbor City International School

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Identification Number: 1000005678

"Vendor" refers to the company, school or other organization providing meals to the SFA.

Vendor: Duluth Public Schools

"Original contract" refers to the first year of the contract, which started on 9/1/2021

### 2. Renewal of Contract

SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. The contract may be renewed a maximum of four times (a total of five years including the original contract).

This is the 3<sup>rd</sup> year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: 9/1/2023 End Date for Renewed Contract: 6/15/2024

### 3. Adjustments to Contract

SFA and Vendor agree to the terms of the original Contract for Vended Meals, as adjusted here, for the term of the renewed contract.

#### a. Financial Terms

SFA will pay the fixed meal prices specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices. For each meal

service, the table below shows the 2022-23 meal price, the mutually agreed percentage increase, and the 2023-24 meal price (rounded to the nearest whole cent). The percentage increase may not exceed 3.3 percent (the increase in the cost of Food Away from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2022.)

SFA and Vendor mutually agree to the 2023-24 meal prices shown below:

Meal Type	2022-23 Price	Percentage Increase	2023-24 Price
Unitized Lunch	\$ 3.41	6 %	\$ 3.62
	\$	%	\$
	\$	%	\$

**b. Non-Financial Terms**

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made without rebidding.

Describe any adjustments to non-financial terms here: \_\_\_\_\_

**4. USDA Foods**

If Vendor will use USDA Foods in the preparation of meals at its commercial facility, Vendor is a processor of USDA Foods as defined in federal regulations (7 CFR 250.3). Vendor acknowledges that it will be required to enter into an In-State Processing Agreement with the Minnesota Department of Education or, if Vendor operates in multiple states, a National Processing Agreement with the U.S. Department of Agriculture, and to comply with the terms of the processing agreement.

Vendor will credit SFA for the cash value of USDA Foods received for use. Costs to Vendor of receiving and using USDA Foods are included in the fixed meal charges. Vendor will not charge any fees, or request reimbursement of any costs, related to USDA Foods.

SFA confirms that it has fully received credits for USDA Foods for school year 2022-23 or at a minimum for school year 2021-22 before renewing the contract for 2023-24, as documented on the Reconciliation of Credits for USDA Foods form or other documentation.

**5. Termination**

SFA or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

**6. Vendor Certification Statements**

Total estimated contract payments during the renewal year are: \$ 46,500.00

Check one:

☒ The contract amount is expected to be less than \$100,000. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (signed by Vendor) is attached to this contract.

☐ The contract amount is expected to be \$100,000 or more. In addition to the certification listed above, a Certification Regarding Lobbying (signed by Vendor) and, if applicable, a Disclosure of Lobbying Activities (signed by Vendor) are attached to this contract.

## SIGNATURES

SFA Name:

Harbor City International School

\*

Name of SFA's Authorized Representative:

Tim Tydallaka

Title:

Exec. Dir.

\*

Signature of Authorized Representative:



Date:

5/5/2023

SFA Contact:

Michael Furchert

Title:

Student Nutrition Coordinator

Phone:

218-722-7574

Email:

m.furchert@harbortcityschool.org

Vendor Name:

Duluth Public Schools

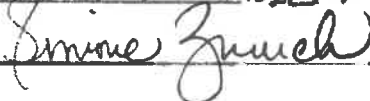
Name of Vendor's Authorized Representative:

Simone Zuniak

Title:

Executive Director of Finance & Business Services

Signature of Authorized Representative:



Date:

5/8/23

Vendor Contact:

Sheila Oak, DTR

Title:

Food Service Director

Phone:

218-336-8707

Email:

Sheila.oak@dpsd709.org



**Grant Applications  
May 2023**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

<b>Organization</b>	<b>Author/Contact</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Terms</b>
Walker Art Center	Jim Carlson	Field Trip	None	Presenting as a formality as Jim requested on Grant Proposal spreadsheet. Students are paying the fee.
MAELC Foundation	Sonja Hakanson	CASE Curriculum to be taught for Science classes	None	Presenting as a formality as Sonja Hakanson requested on Grant Proposal spreadsheet. MAELC will pay for class. No stipend to be paid out.
Duluth East Foundation to award various awards.	Danette Seboe	Duluth East, various awards	\$11,000	Special Education Students: purchase calculator classroom sets, additional supplies. Art: purchase additional unique glazes and supplies for ceramics courses. Swim & Dive Teams: construct trophy case at Ordean pool. Unified Cheer Team: purchase uniforms for special education cheerleaders. Journalism: purchase laptop. HOSA: support for attendance at state and national competitions. History Day: support for attendance at state and national competitions. Career Center: purchase career exploration materials.
DSACF	Erika Drengler	Physical Education	\$1260	The funds will be used to buy cross-country ski poles.

DSACF	Caroline Sorensen	East High School Science	\$1696	Science equipment upgrades and replacement
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