

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

Duluth Public Schools, ISD 709

### **Agenda**

Tuesday, February 15, 2022

Denfeld High School Media Center

401 N 44th Ave W

Duluth, MN 55807

6:30 PM

### **1. Consent Agenda**

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

- |  |   |
|--|---|
| 1) Regular School Board Meeting - January 18, 2022                   | 3 |
| 2) Special School Board Meeting Re: Negotiations - January 27, 2022  | 8 |
| 3) Special School Board Meeting Re: Negotiations - February 11, 2022 | 9 |

#### **B. Approval of Resolutions**

- |  |    |
|--|----|
| 1) <u>Human Resources</u>  |    |
| a. HR-2-22-3870 - Approval of Collective Bargaining Agreement between Independent School District No. 709 Duluth, Minnesota and Non-Certified Business Division Administrators' Association. | 10 |
| 2) <u>Finance</u>  |    |
| a. B-2-22-3871 - Acceptance of Donations   | 25 |
| 3) <u>Other</u>  |    |

#### **C. Approval of Action Items**

- |  |    |
|--|----|
| 1) <u>Human Resources</u>  |    |
| a. <u>Staffing Report</u>  |    |
| (1) HR Staffing Report   | 26 |
| (1) Approval of the revised 2022-2023 District Calendar  | 28 |
| b. <u>Other Action Items</u>   |    |
| 2) <u>Finance</u>  |    |
| a. <u>Financial Report</u>   | 29 |
| b. Budget Revisions  | 30 |
| c. Fundraisers   | 32 |
| d. <u>Bids, RFPs and Quotes</u>  |    |
| e. <u>Contracts, Change Orders, Leases</u>   |    |
| (1) State of Minnesota Joint Powers Agreement, 5 year understanding to receive Project AWARE federal funding for mental health services in the amount of \$1,860,000.00. | 33 |
| 3) <u>Items Brought Forward From the Monthly Committee of the Whole Meeting</u>  |    |
| 4) <u>Other</u>  |    |
| a. <u>Diploma Requests</u>   | 43 |
| b. <u>Field Trip Requests</u>  |    |
| c. <u>Data Sharing Agreements</u>  |    |

#### **D. Approval of Policy Readings**

- |                          |  |
|--------------------------|--|
| 1) <u>First Readings</u> |  |
|--------------------------|--|

2) <u>Second Readings</u>	
a. 526 Hazing Prohibition	52
(1) Deletion of Policy 5083 Hazing Prohibition	57
Policy 5083 will be deleted as part of the adoption of the new policy 526 Hazing Prohibition.	

3) Annual Review

**E. 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) Monthly Committee of the Whole - February 3, 2022
- 2) Policy Committee - February 3, 2022
- 3) Human Resources/Business Services Committee - February 8, 2022

## **Minutes of the Regular School Board Meeting**

Of the School Board of Independent School District No. 709 held at: Denfeld High School Media Center, 401 North Forty-Fourth Avenue West, Duluth, Minnesota 55807, on

Tuesday, January 18, 2022

### **Members Present:**

Kelly Durick Eder  
David Kirby  
Rosie Loeffler-Kemp  
Jill Lofald  
Alanna Oswald  
Amber Sadowski  
Paul Sandholm

### **Others Present:**

John Magas, Superintendent  
Cathy Erickson, CFO  
Patty Paquette, Secretary

### **Student Representatives:**

Ailee Naus (East)

### **Absent:**

Sariyah Crawford (Denfeld)

- Chair Lofald called the Regular School Board meeting January 18, 2022 to order at 6:30 p.m.

Chair Lofald asked school board members if there was any discussion on the agenda.

**M-Durick Eder, S-Sadowski, to add a contract for Communication Officer to consent agenda. Upon a vote, the same was approved – unanimously.**

**Upon a vote, the agenda was approved as amended – unanimously.**

## **School and Community Recognition**

**January 2022**

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Anthony Bonds:

Thank you, Community Partners, for your support during extended winter break and beyond! Board Members, this month it's my pleasure to present several of our distinguished community partners for recognition.

A few of these partners have representatives here tonight, I'd like to invite the following people to join us at the table:

Melissa Fanning, Duluth Family YMCA

Kelsey Gantzer, Duluth Community School Collaborative

Janet Kennedy, Salaam Witherspoon, Desire Singer, Health Equity Northland

- Recently, our school district took steps to extend the winter break by two days to ensure student, staff and family COVID safety, as well as operational safety due to staffing constraints.

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January 18, 2022

- To meet the needs of students and families, we worked with community partners to provide food and mental health support, as well as child care.
- Community partners also supported staff and student booster clinics prior to break and COVID testing for staff and students prior to the return.
- People are the power that drives public education. From our employees and volunteers to our community partners, we in Duluth are so fortunate to have incredible people supporting our schools.
- Through community partnerships, Duluth students and families receive a wealth of resources, opportunities and services.
- We recognize these organizations for their support throughout the year, and especially for their service to students and families during the extended winter break:

Duluth Area Family YMCA  
Duluth Community School Collaborative  
Health Equity Northland  
American Indian Community Housing Organization  
Asbury United Methodist Church  
Boys and Girls Clubs of the Northland & Lincoln Park Branch  
Center City Housing  
CHUM  
City of Duluth  
Damiano Center  
Duluth Youth Agency Coalition  
Education Equity Alliance  
Essentia Health  
Fruit of the Vine Food Shelf  
Head of the Lakes United Way  
Life House  
Lutheran Church of the Good Shepherd  
Neighborhood Youth Services  
Northland Childrens' Mental Health Collaborative  
Northwood Children's Services  
PAVSA  
Resourceful  
Safe Haven  
St. Louis County Public Health  
Steve O'Neil Apartments  
Valley Youth Center

- We are proud to lift up and honor the incredible work of our community partners. Thank you for your leadership and support of Duluth students, staff and families.



**Public Comments**

**January 2022**

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Courtney Carlson & Arielle Logan, address not provided, shared individual experiences at Denfeld.

Allan Netland, address not provided, spoke to the School Board regarding teacher negotiations.

Jim Jubenville, address not provided, spoke to the School Board regarding teacher negotiations.

Tanya Jackson, address not provided, spoke to the School Board regarding teacher negotiations.

Cindy Jamar, address not provided, spoke to the School Board regarding teacher negotiations.

Emily Bloomquist, address not provided, spoke to the School Board regarding teacher negotiations.

Catherine Nachbar, address not provided, spoke to the School Board regarding teacher negotiations.

Alison Hoffbauer, address not provided, spoke to the School Board regarding COVID leave.

Kristin Warmamen, address not provided, spoke to the School Board regarding COVID leave and teacher contract.

Ethan Fisher, address not provided, spoke to the School Board regarding teacher negotiations

Cassie Letourneau, address not provided, spoke to the School Board regarding Special Ed.

Paraprofessionals shortages and teacher negotiations.

Cheryl Kurosky, address not provided, spoke to the School Board regarding teacher negotiations.

Rich Updegrove, address not provided, spoke to the School Board regarding teacher negotiations.

**Communications, Petitions, Etc.**

**January 2022**

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Chair Lofald stated that were no communications received.

**Superintendent's Report**

**January 2022**

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Student Representative Sariah Crawford's (Denfeld) report was presented by Chair Lofald.

Student Representative Ailee Naus (East) presented her report.

Superintendent Magas report included the following:

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- Negotiations Update Presentation by John Edison
- Safe Learning Plan Updates Included:
  - Current COVID rates
  - Rationale for In-Person Learning
  - Determining Capacity for Safe In-Person Learning

Discussion was had regarding where to hold School Board Meetings and the Committee of the Whole Monthly meetings.

**Monthly Committee of the Whole Report**

**January 2022**

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

Discussion was had.

**Human Resources/Finance Committee Report**

**January 2022**

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

Discussion was had.

**Policy Committee Report**

**January 2022**

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

Discussion was had.

**Consent Agenda**

**January 2022**

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**M-Durick Eder, S-Loeffler-Kemp, to approve the Consent Agenda as amended. Upon a vote on the consent agenda as amended, the same was approved – unanimously.**

**Special Resolutions/Other Action Items**

**January 2022**

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None

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January 18, 2022

**Other**  
**December 2022**  
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**M-Oswald, S-Sadowski, to adjourn the meeting. Upon a vote, the same was approved –  
unanimously.**

Chair Lofald adjourned the Regular School Board Meeting of January 18, 2022 at 9:43 p.m.

## **Minutes of the Special School Board Meeting**

Of the School Board of Independent School District No. 709 held at: UnitedHealth Group Building, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811, on

Tuesday, January 27, 2022

### **Members Present:**

Kelly Durick Eder  
Rosie Loeffler-Kemp  
Jill Lofald  
Alanna Oswald  
Amber Sadowski

### **Others Present:**

John Magas, Superintendent  
Cathy Erickson, CFO  
Patty Paquette, Secretary

### **Members Absent:**

David Kirby

Chair Lofald called the Special School Board meeting of January 27, 2022 to order at 4:08 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session to consider strategy for labor negotiations. The Open Meeting Law, Minnesota Statute section 13D.03, subdivision 1, states that the School Board may close a meeting for the purpose of considering strategy for labor negotiations upon a majority vote. Accordingly, pursuant to the law I have cited, the Board will recess to a closed session.

Recess to Closed Session at 4:11 p.m.

Reconvene to Open Session at 6:14 p.m.

**M- Sandholm, S-Oswald, to adjourn the meeting. Upon a vote, the same was approved – unanimously.**

Chair Lofald adjourned the Special School Board Meeting of January 27, 2022 at 6:15 p.m.

## **Minutes of the Special School Board Meeting**

Of the School Board of Independent School District No. 709 held at: UnitedHealth Group Building, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811, on

Tuesday, February 11, 2022

### **Members Present:**

Kelly Durick Eder  
David Kirby

Rosie Loeffler-Kemp  
Jill Lofald  
Alanna Oswald  
Amber Sadowski

### **Others Present:**

John Magas, Superintendent  
Cathy Erickson, CFO  
Patty Paquette, Secretary

Chair Lofald called the Special School Board meeting of February 11, 2022 to order at 3:34 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session to consider strategy for labor negotiations. The Open Meeting Law, Minnesota Statute section 13D.03, subdivision 1, states that the School Board may close a meeting for the purpose of considering strategy for labor negotiations upon a majority vote. Accordingly, pursuant to the law I have cited, the Board will recess to a closed session.

Recess to Closed Session at 3:37 p.m.

Reconvene to Open Session at 5:06 p.m.

**M- Sandholm, S-Durick Eder, to adjourn the meeting. Upon a vote, the same was approved – unanimously.**

Chair Lofald adjourned the Special School Board Meeting of February 11, 2022 at 5:06 p.m.

## **RESOLUTION**

### **Non-Certified Business Division Administrators' Association**

**RESOLVED**, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreements between Independent School District 709 and the Non-Certified Business Division Administrators' Association, a summary of which is in the hands of all School Board members, be approved and adopted for the period of July 1, 2020 to June 30, 2021 inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

# COLLECTIVE BARGAINING AGREEMENT

Between

Independent School District No. 709  
Duluth, Minnesota

And

Non-Certified Business Division Administrators' Association

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# COLLECTIVE BARGAINING AGREEMENT

Between

Independent School District No. 709  
Duluth, Minnesota

And

Non-Certified Business Division Administrators' Association

**THIS AGREEMENT**, entered into this 15<sup>th</sup> day of February, by and between the Non-Certified Business Division Administrators' Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of employees. Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

## ARTICLE 1

### Recognition

The School District formally recognizes the Non-Certified Business Division Administrators' Association as the exclusive bargaining representative for all business administrators of Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding confidential and all other employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

## ARTICLE 2

### School District And Association Rights

**2.1 – School District Rights** - It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law.

**2.2 – Job Advertisement/New Or Changed Positions** - When a vacancy occurs in a position in the District, which falls within the appropriate bargaining unit, notice of such vacancy will be emailed to the President of the Association. The position will be posted for a period seven (7) calendar days.

- (a) The salary for all newly created positions, which would be within the appropriate bargaining unit, will be mutually agreed upon between the School District and the exclusive representative. The School District shall notify the President of the Association in writing as soon as practical of any such new position and the number of weeks to be worked. Representatives of the School District and the exclusive representatives shall meet and through use of available information from studies relating to pay equity, attempt to reach agreement on a pay schedule for the position. Should the School District and the exclusive representative be unable to agree on the appropriate salary of any such newly created position within ten (10) days of notification by the School District to the President of the Association, the School District shall determine the salary and the exclusive representative may then grieve such salary under Article 7 of this Agreement including binding arbitration.



In the event the District significantly increases the responsibility of a position in the unit, the following procedure will be followed:

**Level 1:** An employee who believes that his/her assigned job responsibilities have significantly increased to warrant a higher classification shall make a written request to the Human Resources designee. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within forty-five (45) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor.

**Level 2:** If the employee or unit does not agree with the Level 1 decision, a three (3) member committee will be formed with one member chosen by Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee will be final and binding subject to Superintendent approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position for reclassification.

**2.3 – Validity or Conformity To Law Clause** - If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

**2.4 – Savings Clause** - In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.

**2.5 – Association Dues And "Fair Share" Fee** - Upon receipt from the Association of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Association, the monthly Association assessment of such employee and shall remit the same to the appropriate Association representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Association the "***fair share***" fee required by Minnesota Statutes, Section 179A.03, Subd. 9, upon appropriate action being taken by the Association pursuant to said statutory provisions, and such sum not to exceed the total assessment of the Association to its members.

**2.6 – Matters Not Covered** - This Agreement represents the full and complete agreement between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

### **ARTICLE 3**

#### **Salary Regulations**

**3.1 – Relationship To Teachers' Agreement** - The current provisions of the teachers' Agreement relative to salary deductions, paydays, physical examinations (if required), and direct deposit, unless specified different in this Agreement shall also apply to employees covered by this Agreement; except that all fifty-two (52) week employees to this Agreement shall be paid bi-weekly over twelve (12) months. Management reserves the right to set limits to the number of changes with appropriate notice given to membership.

**3.2 – Vacation** - With continuous, regular full-time employment with the School District in any bargaining unit, employees on a fifty-two (52) week contract shall receive a lump sum accrual on the first pay period in July as shown below.

<b><u>Period</u></b>	<b><u>Vacation Entitlement</u></b>
First Year	11 Days
After One Year	16 Days
After Four Years	20 Days
After Six Years	21 Days
After Seven Years	22 Days

After Eight Years	23 Days
After Nine Years	24 Days
After Ten Years	25 Days
After Fifteen Years	27 Days
After Twenty-Five Years	30 Days

However, any employee in the bargaining unit who is presently receiving a greater vacation period than herein provided shall continue to be entitled to such vacation period until he/she shall qualify for a greater vacation period under these provisions. Employees on less than a full-time year contract shall have vacation days as outlined in Article 3, Section 3.2.1.

**3.2.1** - Employees working less than fifty-two (52) weeks a year shall have the same vacation schedule as outlined in Article 3, Section 3.2 except that vacation pay shall be prorated in accordance with the number of weeks actually worked.

**3.2.2** - Employees working in positions calling for a fifty-two (52) week work year, may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used the following year. Requests to carry over vacation in this regard must be made in writing prior to December 15 of the calendar year immediately preceding the calendar year in which the vacation time will be used.

**3.2.3** - Management will have the discretion to place new hires from outside the District on the vacation schedule by taking into consideration relevant employment experience.

**3.2.4** - Employees who retire/resign or otherwise leave the service of the School District will receive any unused vacation that has been prorated from July 1 until their termination date. An employee, who has used vacation in excess of their earned amount at the time of separation, will be held liable to repay the monetary equivalent to the School District.

**3.3 – Holidays** - All employees under this Agreement, who are on paid status by the District for the work days immediately preceding and immediately following paid holidays, will be paid for the following holidays:

New Year's Day, January 1  
 Presidents' Day, the third Monday in February  
 Memorial Day, the last Monday in May  
 Independence Day, July 4  
 Labor Day, the first Monday in September  
 Education Minnesota  
 Thanksgiving Day, the fourth Thursday in November and the day after Thanksgiving  
 Christmas Eve, December 24  
 Christmas Day, December 25

Presidents' Day and Education Minnesota Friday shall be holidays, however, in the event of an emergency or any other reason requiring the conducting of school, the Superintendent has the option to declare such days as work days, in which case the employees shall receive an extra day(s) of vacation in lieu thereof, or another holiday at the discretion of the Superintendent.

Whenever New Year's Day or Independence Day fall on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead. Whenever Christmas Eve and/or Christmas Day fall on Saturday and/or Sunday, the day(s) shall be a paid holiday on a weekday defined by the District.

**3.4 – Transfers** - Should an involuntary transfer become necessary, the employee and the Association shall be notified and be given reason in writing for such transfer. No loss of salary shall be suffered by an employee as a result of a transfer. Demotions shall not be considered a transfer.

**3.5 – Layoff Policy** - Effective July 1, 2000, in the event of declining enrollments or administrative reorganization it is necessary to discontinue certain positions, employees shall be laid off in the inverse order in which they were employed by the School District in a supervisory position within the Unit. Period of service shall not be interrupted while an employee is on an approved leave of absence.

An employee laid off shall be entitled to bump into another supervisory position in the bargaining unit provided the employee being displaced has a shorter period of service and provided the employee desiring to bump into the position meets the minimum requirements for the position as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position.

An employee on layoff shall have re-employment rights to a supervisory position that becomes open if the employee meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions, through the new or revised job classification on file for the position.

An employee having been laid off shall have re-employment rights for a period of two (2) years following layoff. Re-employment shall be in the inverse order of layoff provided, in all cases, the employee is qualified for the supervisory position for which re-employment is sought. An employee shall not be allowed to bump into a promotion.

**3.5.1 – Seniority** - Seniority shall be determined by the date of hire. Where two (2) or more employees with the same amount of seniority commenced their employment on the same day, the following shall apply in this order; the date of Board action, the date of acceptance, and the date of the oldest application.

**3.6 – Salaries** - The salaries of the employees covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Placement on an appropriate step of the salary schedule for employees selected from outside or from inside the unit will be determined by agreement between the individual and the School District. If placement is made at any step other than the top step, the employee shall advance one step on each July 1 thereafter unless the person was hired later than March 1<sup>st</sup> of the same year.

**3.7 – Overtime** - Employees requested and required to work overtime shall not receive overtime pay nor any additional amount other than that specified in Appendix A attached to this Agreement, except that any employee who is employed for less than fifty-two (52) weeks per year if required to work beyond their contracted time shall be paid at the same rate per week as provided in their regular salary.

**3.7.1 – Inclement Weather/Emergency Closing** – When the Administration building is closed due to inclement weather or emergencies, non-essential employees shall not report to work and shall be paid for the day. Employees who are required to report to work onsite as determined by departmental protocols, shall receive equivalent time off to be taken at an alternate time.

Employees who are unable to perform the essential functions of their position offsite and are required to report to work when the Administration building is closed or delayed due to inclement weather or emergency closure shall be granted the equivalent time off to be taken at an alternative time with consideration of the needs of the department.

When schools are closed and the Administration building remains open, non-essential employees who elect not to report to work may use vacation, personal leave, leave without pay, or if approved to do so, may work from an alternate site remaining accessible, accountable and responsive in completing their daily obligations to the District.

When the Administration building opening is delayed due to weather or emergency, employees will report to work at the time the building is opened. Employees electing not to report to work will be required to use vacation leave, personal leave or leave without pay.

**3.8 – Probation/Termination** - Any employee within the appropriate bargaining unit shall during the first year of consecutive employment in the unit and/or with the School District be in a probationary status during which time said employee may be discharged for any constitutionally permissible reason. Following said one (1) year of consecutive employment with the School District, said employee shall not be discharged, suspended or demoted (excluding demotions due to budgetary requirements) except for just cause. Notice of said discharge, suspension or demotion after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee, if not satisfied with the reasons given or causes stated, shall have the right to have his/her status reviewed within the time limits and pursuant to the provisions of Article 7, Grievance Procedure and Arbitration.



**3.8.1 Tort/Liability Protection** - The School District agrees, subject to the provisions of state statute, that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suites, actions, and legal proceedings brought against any member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

**3.9 – Definition Of Work Year** - The number of weeks to be worked is specified in the salary schedule as set forth in Appendix A.

## **ARTICLE 4**

### **Leaves of Absence**

**4.1 – Sick Leave** - Sick leave shall be accumulated at the rate of thirteen (13) days per year, accumulative to two-hundred twenty three (223) days for fifty-two (52) week employees. Less than fifty-two (52) week employees shall be prorated according to this formula based on the number of weeks worked.

**4.1.1 – Sick Leave Bank** - Each August 1, the sick leave bank should be reviewed and one (1) day of sick leave shall be deducted from the yearly sick leave of each employee in the bargaining unit in order to maintain the accumulated total of days in the bank at approximately eight hundred (800) hours (100 days). No deduction should be made, however, from an individual unless a one (1) day deduction from each member of the unit brings the sick leave bank up to but not to exceed eight hundred (800) hours.

**4.2 – Professional Leave** - An employee covered by this contract may be granted leave to participate in a professional, patriotic or civic duty without loss of salary, provided such leave is approved by the Superintendent or his/her designated representative. Leaves of short duration (less than a week, but usually one (1) or two (2) days) will be provided to employees covered by this contract who are serving on commissions, state boards, etc., provided the leave is approved by the Superintendent or his/her designated representative. Stipends received for any professional leave granted without loss of salary will be given to the School District less necessary expenses incurred during the professional leave.

**4.3 – Death In Family** - Leave shall be granted to all persons covered by this Agreement to attend a funeral and related needs in their immediate family, according to the following allowances:

- (a) Three (3) days leave - when travel up to one hundred fifty (150) miles is required.
- (b) Five (5) days leave - when travel in excess of one hundred fifty (150) miles is required.

This leave shall be deducted from sick leave.

Family shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this Section, “**death in family**” shall include father, mother, brother, sister, husband, wife, child, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew and grandchild. This shall also apply to foster relationships in the above listed categories. A “**registered domestic partner**” shall mean an individual who has been registered through the City of Duluth as a domestic partner of an employee of the District.

**4.4 – Personal Leave** - All employees within the bargaining unit may take one (1) non-cumulative personal leave day per year at a time approved by the employee’s supervisor and agreeable with the employee. The day will be deducted from the employee’s sick leave balance.

**4.5 – Military Leave** - Military leave of absence with pay will be granted and administered as required by Minnesota State Statute 192.26, Subd. 1. Where possible, all military leave with pay shall be taken while the employee is not working or under contract to perform services for the School District, and no employee under this Agreement shall request of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to military leave with pay from the School District during the time the employee is working, or his/her services are under contract to be performed for the School District.

**4.6 – Leave Of Absence Without Pay** - At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other

than those enumerated, provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience performing in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

**4.7 – Parental Leave** - Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

**4.8 – Family And Medical Leave Act** - Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.

**4.9 – Jury Duty** - When an employee is selected for jury duty, the Superintendent will be notified and if the Superintendent or his/her designee requests, the employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified. The employee will receive his/her regular contractual salary while on jury duty; however, jury pay, less expenses incurred in travel outside the School District, shall be surrendered to the School District.

## **ARTICLE 5**

### **Insurance**

**5.1 – Hospital And Medical Insurance** - The School District shall make available to each employee within this bargaining unit the same group health insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of the cost for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

**5.2 – Long-Term Disability Insurance** - The School District will pay the cost of long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect of the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment to be effective in the next calendar year.

**5.3 – Life Insurance** - Group term life insurance in the face amount of fifty thousand and no/100ths dollars (\$50,000) will be provided for each employee of the unit at no cost to the employee. Optional supplemental



group life and AD&D benefits in the amount of \$100,000 can be purchased in \$10,000 increments and dependent life insurance will be made available at the employee's cost.

**5.4 – Dental Insurance** - The District shall make available to each employee within this bargaining unit, the same dental insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of costs for such group dental insurance for the employees of this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

## **ARTICLE 6**

### **Travel**

**6.1 – Employee Travel** - Reimbursement will be made by the School District for authorized employee travel as follows:

**6.1.1 – In-District Travel** - Mileage expense shall be paid to any employee using his/her personal vehicle in the course of his/her employment, providing such use is authorized by the school administration. The mileage rate paid shall be established by Board policy.

**6.1.2 – Out-Of-District Travel** - Hotels, and registration at actual cost, commercial transportation when used, at actual cost. Private automobiles, when authorized and used shall be paid mileage allowance at the District policy level allowance in force at the time. Meals shall be reimbursed not to exceed the amount specified by District Policy #4133.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-District travel from the Superintendent or his/her delegated representative. Reimbursement for out-of-District travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of employees or the role of the exclusive representative of employees in the meet and negotiation process.

## **ARTICLE 7**

### **Grievance Procedure And Arbitration**

#### **7.1 - Definitions**

**7.1.1** - A "***grievance***" is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.

**7.1.2** - The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.

**7.1.3** - The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday, the next calendar day which is not a Saturday, Sunday, or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

**7.2 – Representation Rights** - The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings except that the Association shall be his/her designated representative in binding arbitration. The Association shall be notified and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.

**7.3 – Procedures** - Step I. The aggrieved employee shall present his or her grievance in writing to the Human Resources Manager or his/her designee within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event, or default of the School District, the School Board, its employees, agents, or contractors, which is alleged to be a violation, misapplication, or misinterpretation of

the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Sections of this Agreement alleged to have been violated, misapplied, or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager or his/her designee shall set a hearing date within ten (10) days of the filing of the grievance with the Human Resources Manager or his/her designee and notify the aggrieved employee, his/her designated representative, and the Association. A decision in writing by the Human Resources Manager or his/her designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

**7.4 – Arbitration** - The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or his/her designee, or if no decision has been made, then within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes Section 179A.16, Subd. 4. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Association can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. His/her written decision shall state the facts and Articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by one of the parties, and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at the prior step of this procedure. Either the School District or the Association may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Association shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Association) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

#### **7.5 – Miscellaneous Provisions**

**7.5.1** - The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied, or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under a Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Superintendent of Schools or his/her designee may join for hearing separate grievances by employees involving the same or similar issues under a Article or Articles of this Agreement and shall notify the Association and employees.

**7.5.2** - The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or his/her designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

**7.5.3** – Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.



**7.5.4** - Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

**7.5.5** - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

**7.5.6** - All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the Human Resources Manager or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearing. The Human Resources Manager shall first authorize any hearings at Step I during working hours.

**7.5.7** - Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

## **ARTICLE 8**

### **Health Care Savings Plan**

**8.1** - To be eligible to receive contributions to the Health Care Savings Plan, an employee must be immediately eligible for a Minnesota pension plan at the time of their retirement.

**8.2** - An eligible employee, upon retirement, shall receive credit for 2.5 days times the number of years of service to the School District or on Board approved leave of absence.

**8.3** - The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in paragraph 8.2 above.

At the time the Teachers' Bargaining Union negotiates a 403(b) severance plan, the bargaining unit as a whole has the option of reviewing and accepting the plan.

**8.4** - Payment of a Health Care Savings Plan shall be determined by multiplying the days as calculated above by the employee's daily rate of pay. In no event shall the number of days pay exceed one hundred (100). The daily rate of pay (the weekly rate plus longevity as set forth in Appendix A divided by five) shall be the basic daily rate at the time of retirement (or if retirement occurs after service to the District ceases, the basic daily rate shall be the rate when actual service ceases) not including other compensation.

**8.5** - Up to one-hundred (100) days of accumulated sick leave multiplied by the daily rate of pay (DRP) as determined in Article 8, Section 8.4, shall be contributed to a Health Care Savings Plan.

**8.6** - The dollar amount for unused sick leave beyond one-hundred (100) days will be discounted by 3.5%.

**8.7** - Benefits shall be contributed to a Health Care Savings Plan at the time of separation.

**8.8** - Employees discharged for just cause, as set forth in Article 3, Section 3.8 shall not be eligible for severance pay.

**8.9** - The employee must give written notice of retirement to the Human Resources Manager three (3) months prior to retirement except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive severance pay.



## **ARTICLE 9**

### **No Strike Clause**

The Non-Certified Business Division Administrators' Association and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for a fifty-two (52) week employee covered by this Agreement be halted or suspended due to strike or work stoppage by other District employees, unless an employee shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Less than fifty-two (52) week employees shall not suffer a loss of pay as a result of layoff due to strike except under the conditions outlined above, but may be required to make up the time required by their contract.

## ARTICLE 10

### Term of Agreement

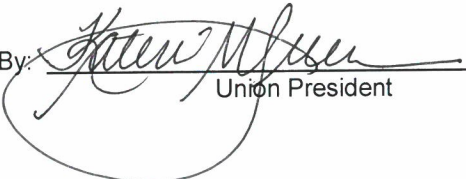
This Agreement shall be effective July 1, 2020, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2020 to June 30, 2021 inclusive, except as otherwise provided herein, and thereafter until a new Collective Bargaining Agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

Except by mutual agreement of the two (2) parties not more than one-hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2020, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.


This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

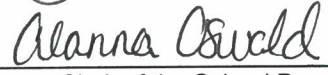
Dated at Duluth, Minnesota this 15<sup>th</sup> day of February, 2022.

THE NON-CERTIFIED BUSINESS DIVISION  
ADMINISTRATORS' ASSOCIATION,  
DULUTH, MN

By:  \_\_\_\_\_  
Union President

INDEPENDENT SCHOOL DISTRICT  
NO 709

By:  \_\_\_\_\_  
Chairperson of the School Board

By:  \_\_\_\_\_  
Clerk of the School Board

**ADDENDUM**

**Letter of Intent**

May 5, 2004

Independent School District No. 709 intends to review the revised Fair Labor Standards Act (FLSA) to ensure that we comply. We will share the results of the FLSA audit of the Technology Department with individuals designated by the Non-Certified Business Division Administrators' Association.

**APPENDIX A**  
**NON-CERTIFIED BUSINESS ADMINISTRATORS' ASSOCIATION**  
**WEEKLY SALARY SCHEDULE 2020-2021**

CLASS	YEARS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
I	2018-2019	717	733	750	766	782	806
	2019-2020	732	748	764	781	797	822
	2020-2021	747	763	779	797	813	838
	Help Desk Technician						52 Weeks
II	2018-2019	853	872	891	910	929	958
	2019-2020	870	889	909	928	948	977
	2020-2021	887	907	927	947	967	997
	Buyer						52 Weeks
III	2018-2019	911	932	952	973	993	1024
	2019-2020	929	950	971	992	1013	1044
	2020-2021	948	969	990	1012	1033	1065
	Accountant I						52 Weeks
	Early Childhood Business Manager						52 weeks
	Field Support Technician						52 Weeks
	Field Support Technician						42 Weeks
	Food Service Site Supervisor						52 Weeks
IV	2018-2019	985	1007	1030	1052	1074	1107
	2019-2020	1005	1027	1050	1073	1095	1129
	2020-2021	1025	1048	1071	1094	1117	1152
	Senior Buyer						52 Weeks
V	2018-2019	990	1012	1034	1056	1079	1112
	2019-2020	1009	1032	1055	1077	1100	1134
	2020-2021	1029	1053	1076	1099	1122	1157
	Senior Buyer						52 Weeks
VI	2018-2019	1017	1040	1063	1086	1109	1143
	2019-2020	1038	1061	1084	1108	1131	1166
	2020-2021	1059	1082	1106	1130	1154	1189
	Business Services Liaison						52 weeks
VII	2018-2019	1033	1057	1080	1103	1126	1161
	2019-2020	1054	1077	1101	1125	1148	1184
	2020-2021	1075	1099	1123	1148	1171	1208
	Accountant II						52 Weeks
	Assistant Supervisor Maintenance & Construction						52 Weeks
	Assistant Supervisor Transportation						52 Weeks
	Building Systems Technology Coordinator						52 weeks
	Food Service Area Field Supervisor						52 Weeks
	Grants Coordinator						52 Weeks
	Special Services Business Manager						52 weeks
VIII	2018-2019	1193	1219	1246	1273	1300	1340
	2019-2020	1217	1244	1271	1299	1326	1367
	2020-2021	1241	1269	1296	1325	1353	1394
	Business Process Systems Analyst						52 Weeks
IX	2018-2019	1273	1301	1330	1359	1387	1430
	2019-2020	1299	1328	1357	1386	1415	1459
	2020-2021	1325	1355	1384	1414	1443	1488
	Network Engineer II						52 Weeks
	Supervisor Maintenance & Construction						52 Weeks
	Supervisor Transportation						52 Weeks
	Systems Specialist/Network						52 Weeks
	System Specialist/Desktop I						52 Weeks
	System Specialist/Network I						52 Weeks
	System Specialist/Security						52 Weeks

Persons with more than twenty (20) years of continuous full time service with the School District on or before December 1 shall receive an additional \$1000 per year and such longevity payment shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments. Step 1 through Step 5 respectively of the salary grid shall be 89-91-93-95 and 97% of Step 6.



FEB 15 2022

APPROVED BY  
SCHOOL BOARD

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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
Denfeld	Allete Clean Energy, Inc.	\$750.00	Drama Dept.	
Denfeld	Irving Community Assn.	\$10,000.00	Choir youth trip	
District-Wide	Caroline Marks	\$100.00	None	Give to the Max Day
Headstart	Janet Killough	\$50.00	None	
Lester Park	Jessica Eaton	In Kind	None	100 child masks
Lowell	Anthony & Laura Hoffarth	In Kind	Staff for parent pick up (outside)	Hand warmers
Myers-Wilkins	Affinity Plus Credit Union	\$2,000.00	Low Incidence Classroom Activities and Materials	Affinity Plus Credit Union Foundation - Cultivator Award
Families in Transition	Faster Solutions, Inc c/o Kara Knowles	\$500.00	None	
Rockridge	Tom & Julie Seidelmann	\$20.00	None	Give to the Max Day
Stowe	Donors Choose	In Kind	Mrs. Beetcher's Kindergarten class	20 pillow folding rest mats
Stowe	Asbury United Methodist Church	In Kind	None	Knitted hats, mittens, scarves
Stowe	Donors Choose	In Kind	Classroom use	Hokki Stool Flexible Ergonomic Seating 15 x 4 qty

**HUMAN RESOURCES ACTION ITEMS FOR: 2/15/2022****CERT APPOINTMENT**

ARDREN, RACHAEL J  
 CEDERSTROM, CHLOE G  
 GRAVES, JESSICA E  
 HOPPE, ASHLEY M  
 HOWES, NASHAY A  
 JORGENSEN, MARTHA K  
 OSBORNE, WIL J  
 WOLK, JENNIFER K  
 ZELLNER, TREVER A  
 Total: 9

**POSITION**

TEMP ASSIGNABLE TEACHER/DW, (BA)III 3, NEW TEMP POS  
 TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS  
 TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS  
 SPEC ED/ROCKRIDGE, (MA)IV 4, NEW POS  
 OJIBWE IMMERSION KINDERGARTEN/LOWELL, (BA)III 7, NEW TEMP POS  
 SPEC ED ASD/SMI/PIEDMONT, (BA)III 1, NEW POS  
 TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, NEW TEMP POS  
 NON-PUBLIC GUID COUNSELOR/LAKEVIEW CHRISTIAN/ST JAMES/ST JOHNS, (MA)IV 3  
 TEMP ASSIGNABLE TEACHER/DW, (BA)III 1, TEMP POS

**EFFECTIVE DATES**

1/04/2022 6/10/2022  
 1/04/2022 6/10/2022  
 1/05/2022 6/10/2022  
 1/31/2022  
 1/06/2022 6/10/2022  
 1/18/2022  
 1/04/2022 6/10/2022  
 1/31/2022  
 1/04/2022 6/10/2022

**CERT LEAVE**

COSTLEY, MORGAN M  
 JENSEN, NICOLE A  
 SUNDELL, VICTORIA L  
 WELHOUSE, CASSIDY R  
 Total: 4

**POSITION**

GUIDANCE COUNSELOR/EAST  
 SOCIAL STUDIES/LINCOLN PARK  
 MENTAL HEALTH COORDINATOR/PRESCHOOL HEADSTART  
 SPEC ED RESOURCE/LAURA MACARTHUR

**EFFECTIVE DATES**

1/05/2022 3/25/2022  
 2/28/2022 4/06/2022  
 2/25/2022 2/25/2025  
 12/06/2021 12/21/2021

**CERT LONG TERM SUB**

BERINI, SANDRA K  
 ENGLUND, MAGGIE J  
 KERKHOF, LOGAN J  
 RUDOLPH, MACOY R  
 Total: 4

**POSITION**

GUIDANCE COUNSELOR/EAST, (MA)IV+45 9, M COSTLEY, END DATE TBD  
 SPEC ED/MERRITT CREEK, (BA)III 2, D JOHNSON, END DATE TBD  
 .8 ART/LOWELL, .2 ART/MERRITT CREEK, (BA)III 1, E ISENBERG  
 SOCIAL STUDIES/LINCOLN PARK, (BA)III 1, N JENSEN, END DATE TBD

**EFFECTIVE DATES**

2/01/2022  
 1/18/2022  
 1/06/2022 6/10/2022  
 1/04/2022

**CERT RESIGNATION**

OLSON, KRISTI J  
 RUDOLPH LAVALIER, CAITLIN M  
 Total: 2

**POSITION**

ELEM MUSIC SPECIALIST/LOWELL  
 GRADE 4/ LOWELL

**EFFECTIVE DATES**

12/21/2021  
 1/21/2022

**CERT RETIREMENT**

BROMAN, NANCY E  
 BUSSE, JULIE M  
 JOHNSON, DEBRA A  
 Total: 3

**POSITION**

ELEMENTARY INTERVENTIONIST/MYERS-WILKINS, REVISED DATE  
 SPEC ED DCD/DW  
 SPEC ED/MERRITT CREEK

**EFFECTIVE DATES**

2/18/2022  
 6/10/2022  
 1/21/2022

**CERT TEMP INCREASE**

LAWREY, DIANA L  
 Total: 1

**POSITION**

OJIBWE LANGUAGE COORD/DW, 1/6 OVERLOAD

**EFFECTIVE DATES**

8/31/2021 1/21/2022

**NON CERT APPOINTMENT**

EAST, MATTHEW A  
 HANTZ, DOROTHEA E  
 HARRIS, JES WA E  
 HERRALA, ADAM M  
 HOVDESTAD, WENDY J  
 MACDONALD, JULIE A  
 RUDOLPH LAVALIER, LOGAN D  
 SAGER, ANNE M  
 SCHUBITZKE, LILY A  
 SPECHT, NATHAN T  
 STEVENS, MARISA K  
 STEVERMER, NICKOLAS G  
 WATKINS, MEGAN M  
 WELLENS, ADELLE I  
 Total: 14

**POSITION**

MENTAL HEALTH PRACTITIONER PARA/DENFELD, 40/38WKS, \$22.31/HR, NEW POS  
 OSSS/LAURA MACARTHUR, 40/45WKS, \$20.25/HR, E LAWREY  
 MENTAL HEALTH PRACTITIONER PARA/DENFELD, 40/38WKS, \$22.31/HR, NEW POS  
 FIELD TECH/UHG/TECHNOLOGY, 40/52WKS, \$950/WK, NEW POS  
 SCHOOL BUS HELPER/TRANSPORTATION, 25/38WKS, \$14.28/HR, L TJADEN  
 SPEC ED BW PARA/DENFELD, 32.5/38WKS, \$16.40/HR, H BAKER  
 TECH TUTOR PARA/DENFELD, 23.5/38WKS, \$17.48/HR  
 SPEC ED BW PARA/LESTER PARK, 31.25/38WKS, \$16.40/HR, NEW POS  
 MENTAL HEALTH PRACTITIONER PARA/EAST, 40/38WKS, \$22.31/HR, NEW POS  
 SPEC ED BW PARA/ORDEAN EAST, 32.5/38WKS, \$16.40/HR, NEW POS  
 SPEC ED BW PARA/PIEDMONT, 31.25/38WKS, \$16.40/HR, C HINTSALA  
 NETWORK ENGINEER II/UHG/TECHNOLOGY, 40/52WKS, \$1,459/WK, NEW POS  
 INTEGRATION SPECIALIST/MYERS-WILKINS, 40/41WKS, \$46,362/YR  
 COMMUNICATIONS OFFICER/UHG, 40/52WKS, \$1,421/WK, K KAUFMANN

**EFFECTIVE DATES**

1/24/2022  
 1/24/2022  
 1/17/2022  
 1/18/2022  
 1/04/2022  
 1/18/2022  
 1/06/2022  
 1/18/2022  
 1/24/2022  
 1/04/2022 6/10/2022  
 1/04/2022 6/10/2022  
 1/18/2022  
 1/24/2022  
 1/24/2022

**NON CERT DEMOTION**

BJORSEN, LEO C  
 Total: 1

**POSITION**

PRE-SCHOOL PARA/HOMECROFT, PRE-SCHOOL PARA/DW, .975 TO .475, VOLUNTARY

**EFFECTIVE DATES**

1/04/2022 6/10/2022

**NON CERT LEAVE**

JUSCZAK, TAWNYA L  
 PACK, THERESA V  
 ROCK, NICHOLE M  
 SIEMSEN, MARY B  
 WALKER, AMY B  
 Total: 5

**POSITION**

SUPV PARA/EAST  
 SPEC ED PARA/LINCOLN PARK - INTERMITTENT  
 SPEC ED PARA/HOMECROFT  
 SPEC ED PARA/PIEDMONT  
 FOOD SERVICE HELPER/LOWELL/DENFELD

**EFFECTIVE DATES**

1/04/2022 2/04/2022  
 1/17/2022 6/09/2022  
 1/04/2022 1/10/2022  
 3/03/2022 3/25/2022  
 4/12/2022 4/15/2022

**NON CERT PERM INCREASE**

LAWREY, ELYSE Y  
 NORDWALL, COLEEN M  
 Total: 2

**POSITION/LOCATION/LEAVE TYPE**

OSSS/FINANCE, 40/45WKS, TO 40/52WKS, P PAQUETTE  
 OSSS/TECHNOLOGY, 40/45WKS, TO 40/52WKS, M CARROLL

**EFFECTIVE DATES**

1/31/2022  
 1/04/2022

**NON CERT PROMOTION**

SEMONOVA, NATALIA A  
 WILSON, KATHLEEN M  
 Total: 2

**POSITION**

BUS HELPER/TRANSPORTATION, SCHOOL CUSTODIAN/CONGDON PARK, \$14.28/HR, J ARNOLD  
 OSSS/ALC, OSS/EAST, \$18.96/HR, C SEEMAN

**EFFECTIVE DATES**

1/04/2022  
 1/04/2022

**NON CERT RESIGNATION**

BUSHBAUM, DELANIE M  
DOMINI, SARAH A  
GURALSKI, KARI L  
HYNES, CHERYL L  
MCNELLY, TERESA L  
MICHELIZZI, AMY L  
MYERS, STORM J  
PAISLEY, MELISSA D  
PHELPS, JACQUELIN A  
WAHLGREN, DENISE M  
Total: 10

**POSITION**

SPEC ED PARA/CHESTER CREEK  
HEALTH ASST LPN PARA/DENFELD  
FOOD SERVICE HELPER/LESTER PARK  
OSSS/LOWELL  
SPEC ED PARA/HOMECROFT  
SPEC ED PARA/DENFELD  
ASL INTERPRETER/MYERS-WILKINS  
FOOD SERVICE HELPER/CONGDON PARK  
SPEC ED ECSE PARA/LESTER PARK  
EXEC ASSISTANT/FEDERAL PROGRAMS/LAKEWOOD

**EFFECTIVE DATES**

2/04/2022  
1/14/2022  
1/10/2022  
11/21/2021  
1/09/2022  
1/28/2022  
12/22/2021  
1/04/2022  
1/10/2022  
1/03/2022

**NON CERT RETIREMENT**

ROESLER, JAY T  
WARNER, DAWN R  
Total: 2

**POSITION**

DIRECTOR OF COMMUNITY ED/UHG  
OSSI/ORDEAN EAST

**EFFECTIVE DATES**

4/01/2022  
6/17/2022

**NON CERT TEMP INCREASE**

BECHTOLD, BRENDA S  
FERN, JERE-LYN  
MCKOWSKI, DEBRA A  
PETERSON, NANCY J  
SWARD, VICKI M  
Total: 5

**POSITION**

FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875  
FOOD SERVICE HELPER/CONGDON, .5625 TO .75  
FOOD SERVICE HELPER/ORDEAN EAST, .9375 TO 1.0  
FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875  
FOOD SERVICE HELPER/ORDEAN EAST, .4375 TO .46875

**EFFECTIVE DATES**

12/12/2021	6/10/2022
1/10/2022	6/10/2022
12/12/2021	6/10/2022
12/12/2021	6/10/2022
12/12/2021	6/10/2022

# ISD 709 Calendar 2022-23 School Year




JULY							AUGUST							SEPTEMBER							OCTOBER							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1 2		1	2	3	4	5	6														1	
	Indep. Day HOLIDAY														Labor Day HOLIDAY	Gr. 1-12 First Day			Grade K First Day									
3	4		5	6	7	8 9	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	2	3	4	5	6	7 8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	MEA WEEKEND		22	
24									Staff Develop.	Teacher WD/SD											23	24			20	21	22	
31	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30		30	31	25	26	27	28	29	

NOVEMBER							DECEMBER							JANUARY							FEBRUARY							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	HM 4 5						1	2 3	1	New Years HOLIDAY		3	4	5	6 7				1	2	3	4	
	Staff Develop.																											
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	M.L.K. Win. Rec.		17	18	19	EHM 20 21	12	13	14	15	16	17	18	
20	21	22	23	Thanksgiving HOLIDAY/ Recess			18	19	20	21	22	23	24	22	Semester Break		24	25	26	27	28	19	Pres. Day HOLIDAY	Confer. Makeup	Confer. Makeup	Winter Recess	Winter Recess	25
27	28	29	30				25	Winter Recess	Winter Recess	Winter Recess	Winter Recess	Winter Recess	30 31	29	30	31					26	27	28					

MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3 4							1		1	2	3	4	5	6					1	2	3
5	6	7	8	9	10	11	2	3	4	5	6	7 8	7	8	9	10	11	12	13	4	5	6	7	Students Last Day EHM	Teacher Work Day	9	10
12	13	14	15	16	17	18	9	Confer. Makeup	Confer. Makeup	Spring Recess	Spring Recess	Spring Recess	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30	HM 31		23							28	Mem. Day HOLIDAY	29	30	31			25	26	27	28	29	30	

## KEY DATES

- First day for Grade 1-12 students - September 6, 2022
- First day for Kindergarten students - September 8, 2022
- Schools will schedule open houses and conferences

- No school for students:   
- Last day for students - June 8, 2023

## GRADING TERMS

### Elementary Schools:

- Term 1: September 6 to January 20
- Term 2: January 24 to June 8

### High Schools and Middle Schools:

- Term 1: September 6 to November 4
- Term 2: November 8 to January 20
- Term 3: January 24 to March 31
- Term 4: April 3 to June 8



## HR/Finance Committee Monthly Fund Balance Report July 1 2021 - June 30 2022

8-Feb-22

2/1/2022

REVENUES	21-22				21-22		21-22		21-22	
	CURRENT YEAR R ADOPTED BUDGET		REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIPTS ENCUMBERED		BUDGET BALANCE	
	FUND	July - June 2022	July -June 2022		July -June 2022		July -June 2022		July- June 2022	
General	1	\$ 101,087,520.51	\$	101,590,505.11	\$	43,105,968.25			\$	58,484,536.86
Food Service	2	\$ 3,945,850.00	\$	3,945,850.00	\$	2,263,455.58			\$	1,682,394.42
Transportation	3	\$ 6,504,716.31	\$	6,504,716.31	\$	1,740,962.14			\$	4,763,754.17
Community Ed	4	\$ 7,830,758.86	\$	8,194,302.61	\$	4,033,171.30			\$	4,161,131.31
Operating Capital	5	\$ 7,387,117.02	\$	7,387,117.02	\$	589,759.03	\$	-	\$	6,797,357.99
Building Construction	6		\$	31,497,610.17	\$	31,497,610.17			\$	-
Debt Service Fund	7	\$ 22,660,833.56	\$	22,660,833.56	\$	2,288,148.21			\$	20,372,685.35
Trust Fund	8	\$ 251,075.00	\$	251,075.00					\$	251,075.00
Dental Insurance Fund	20	\$ 817,000.00	\$	817,000.00	\$	456,364.78			\$	360,635.22
Student Acitivity Co-Curric	71		\$	-	\$	-			\$	-
Student Acitivity	79		\$	96,931.99	\$	96,931.99			\$	-
	98	\$ -	\$	-	\$	-			\$	-
	99	\$ -	\$	-	\$	-			\$	-
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 150,484,871.26</b>	<b>\$</b>	<b>182,945,941.77</b>	<b>\$</b>	<b>86,072,371.45</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 96,873,570.32</b>

EXPENSES	21-22				21-22		21-22		21-22	
	CURRENT YEAR R ADOPTED BUDGET		REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July -June	July -June		July - June		July -June		July-June	
General	1	\$ 100,806,716.16	\$	101,662,401.76	\$	48,649,884.08	\$	2,705,582.17	\$	50,306,935.51
Food Service	2	\$ 4,243,339.99	\$	4,243,339.99	\$	1,816,041.67	\$	859,724.64	\$	1,567,573.68
Transportation	3	\$ 6,110,465.19	\$	6,110,465.19	\$	3,250,569.21	\$	279,194.34	\$	2,580,701.64
Community Ed	4	\$ 8,233,997.45	\$	8,597,541.20	\$	3,526,783.13	\$	25,278.61	\$	5,045,479.46
Operating Capital	5	\$ 8,055,997.62	\$	8,055,997.62	\$	4,145,008.47	\$	479,996.76	\$	3,430,992.39
	6	\$ -	\$	2,080,798.61	\$	1,806,423.35	\$	274,375.26	\$	-
Debt Service Fund	7	\$ 23,166,651.00	\$	23,166,651.00	\$	22,859,450.31			\$	307,200.69
Trust Fund	8	\$ 250,000.00	\$	250,000.00					\$	250,000.00
Dental Insurance Fund	20	\$ 817,000.00	\$	817,000.00	\$	384,773.37			\$	432,226.63
Student Acitivity Co-Curric	71								\$	-
Student Acitivity	79		\$	23,104.45	\$	23,104.45			\$	-
	98								\$	-
	99									
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 151,684,167.41</b>	<b>\$</b>	<b>155,007,299.82</b>	<b>\$</b>	<b>86,462,038.04</b>	<b>\$ -</b>	<b>\$ 4,624,151.78</b>	<b>\$ -</b>	<b>\$ 63,921,110.00</b>

<b>Essex 11</b>	<u>Expenses</u>	<b>Fund 06</b>	<u>Expenses</u>	<b>Fund 01 Student Activity</b>	
Fin 155	\$ 3,315,376.74	debt serv payment/prof serv course 000/000	\$ 933,153.92	Prog 291-298 Revenue	\$ 764,131.56
		admin owner pymnt course 800	\$ 110,332.69	Prog 291-298 Expenses	\$ 799,399.87
		admin design serv course 801	\$ 639,409.65		
		admin constru mngmt course 802	\$ 280,432.00		
		admin commissions course 803	\$ (19,240.66)		
		interior surf constr costs course 804	\$ 136,711.01		
			<b>\$ 2,080,798.61</b>		

**Budget Changes for February 2022 Board Report**

Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 E 005 291 000 369 000	COCUR NOATH DW ENTRY FEE/STDNT	6,200.00	01/11/2022	Simone Zurich	SHZ011122	0.00
01 E 215 298 000 369 440	SA XCUR DHS DEBATE - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zurich	SHZ011122	2,200.00
01 E 215 298 000 369 464	SA XCUR DHS SPEECH - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zurich	SHZ011122	2,000.00
01 E 220 298 000 369 464	SA XCUR EAST SPEECH - ENTRY FEES/TRAVEL	0.00	01/11/2022	Simone Zurich	SHZ011122	2,000.00
04 E 005 520 166 120 000	ARP ABE STRENGTHEN PRG'G - ADMIN/SUPERV SAL	11,200.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 210 000	ARP ABE STRENGTHEN PRG'G - FICA/MEDICARE	856.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 214 000	ARP ABE STRENGTHEN PRG'G - PERA	856.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 218 000	ARP ABE STRENGTHEN PRG'G - TRA	1,000.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 220 000	ARP ABE STRENGTHEN PRG'G - HEALTH INSURANCE	2,800.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 230 000	ARP ABE STRENGTHEN PRG'G - LIFE INSURANCE	20.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 235 000	ARP ABE STRENGTHEN PRG'G - DENTAL INSURANCE	45.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 240 000	ARP ABE STRENGTHEN PRG'G - LTD INS	45.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 251 000	ARP ABE STRENGTHEN PRG'G - HRA	500.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 270 000	ARP ABE STRENGTHEN PRG'G - WORKERS COMP	60.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 280 000	ARP ABE STRENGTHEN PRG'G - UNEMPLOYMENT COMP	18.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 303 000	ARP ABE STRENGTHEN PRG'G - FED CONTRACTS <\$25K	24,200.00	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 366 000	ARP ABE STRENGTHEN PRG'G - TRAVEL/CONFERENCE	0.00	01/21/2022	Christopher Peterson	012122CP	5,000.00
04 E 005 520 166 389 000	ARP ABE STRENGTHEN PRG'G - STAFF TUITION-OTR REIM	0.00	01/21/2022	Christopher Peterson	012122CP	9,500.00
04 E 005 520 166 401 000	ARP ABE STRENGTHEN PRG'G - GENERAL SUPPLIES	24,267.75	01/21/2022	Christopher Peterson	012122CP	0.00
04 E 005 520 166 430 000	ARP ABE STRENGTHEN PRG'G - CLASSROOM SUPPLIES	0.00	01/21/2022	Christopher Peterson	012122CP	2,000.00
04 E 005 520 166 460 000	ARP ABE STRENGTHEN PRG'G - TEXTBKS-WORKBKS-EBOOKS	0.00	01/21/2022	Christopher Peterson	012122CP	3,500.00
04 E 005 520 166 466 000	ARP ABE STRENGTHEN PRG'G - INSTR TECH DEVICES	0.00	01/21/2022	Christopher Peterson	012122CP	21,500.00
04 E 005 520 166 505 000	ARP ABE STRENGTHEN PRG'G - CAP NON-INSTR SOFTWARE	0.00	01/21/2022	Christopher Peterson	012122CP	4,000.00
04 E 005 520 166 506 000	ARP ABE STRENGTHEN PRG'G - CAP INSTRUCT SOFTWARE	0.00	01/21/2022	Christopher Peterson	012122CP	2,500.00
04 E 005 520 166 530 000	ARP ABE STRENGTHEN PRG'G - OTHER EQUIPMENT PURCHA	0.00	01/21/2022	Christopher Peterson	012122CP	2,494.75
04 E 005 520 166 556 000	ARP ABE STRENGTHEN PRG'G - INSTRUCT TECH EQUIP	0.00	01/21/2022	Christopher Peterson	012122CP	17,491.00
04 E 005 520 166 895 000	ARP ABE STRENGTHEN PRG'G - INDIRECT COSTS	2,118.00	01/21/2022	Christopher Peterson	012122CP	0.00
01 E 005 400 372 555 000	SPSV GEN MA DW TECHNOLOGY EQUIP	5,000.00	01/24/2022	Angela Sepp	MA Clean up	0.00
01 E 005 420 372 433 000	SPSV AGG MA DW INDIV INSTR SUPP	0.00	01/24/2022	Angela Sepp	MA Clean up	5,000.00

## **FY22 REVENUE BUDGET ADJUSTMENT RECOMMENDATION**

Due to projected pupil units from the June 2021 budget adoption higher than currently projected, the following budget amendment for the FY22 General Education Aid is being proposed:

Changing total General Fund Revenue from \$68,638,138 projected June 2021 to \$67,764,630 as of February 2022 based on revised Adjusted ADM going from 8,180 to 8,005.

The Finance team will continue to monitor and review revenues and bring further adjustments if needed.

Revenue reduction equals: \$873,508

**Fundraisers Reported  
January 2022**

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>
Lester Park	School-wide	\$40	Box Tops for Education



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: 205996

This Agreement is between the State of Minnesota, acting through its Commissioner of Department of Education ("State" or "MDE") and Duluth Public School District #709 ("Governmental Unit").

### Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of comprehensive mental health services to be implemented within the Duluth Public School district area for the Project AWARE federal grant project. The information gathered from this project will help MDE to learn what is most effective for mental health support strategies for other districts with similar student demographics in Minnesota.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date: Upon execution, the final date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2.
- 1.2 Expiration Date: September 29, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

2.1 Increase capacity of Duluth Public School District to implement comprehensive school mental health systems by completing the below tasks:

- a. By March 2022, train-the-trainer cadres will be developed for Youth Mental Health First Aid (YMHFA) and by November 2024 for Sources of Strength (SOS).
- b. By March of 2022, two key district staff from this school district will be trained on Cognitive Behavior Interventions for Trauma in Schools (CBITS) and Bounce Back (BB).
- c. By September 2022, all school staff in this school district will receive training on trauma informed schools and adverse childhood experiences (ACES).
- d. By September 2023, student supports teams in this school district will be trained on CBITS and BB.
- e. By September 2024, all school staff in this school district will receive training in the school mental health referrals pathways protocol.
- f. By August 2026, this school district will have established infrastructure and practices in place for Medicaid billing for mental health services to improve policy, practices, and sustainability for Comprehensive School Mental Health (CSMH) Systems across the Duluth district.

2.2 Increase access to quality, sustainable, culturally responsive and developmentally appropriate school-based mental health services and supports by completing the below tasks:

- a. By the end of February 2022, this school district will participate in the School Health Assessment Performance and Evaluation (SHAPE) system.
  - i. By the end of February 2022 this school district will complete the School Mental Health Quality Assessment, and will repeat twice annually, during October/November and then again in March/April, for the duration of the Agreement.
  - ii. This school district will complete three monthly Plan-Do-Study-Act (PDSA) cycles by May 2022, and will continue at a regular monthly intervals from September to May for the duration of the Agreement.
- b. By August 2023, this school district will work with MDE Project AWARE staff and district stakeholders to create and define the Interconnected Systems Framework (ISF) for their district.
- c. By October 2023, CBITS and BB will be utilized as tier 2 or tier 3 interventions for students who have been exposed to trauma.

2.3 Increase outreach and engagement with school-aged youth and their families to promote mental health awareness across their district by completing the below tasks:

- a. By March 2022, this school district will have a Project AWARE Advisory Group in place. This advisory group should be comprised of district and school staff, students, and family members.
- b. By May 2023, this school district will host two community-wide mental health awareness events.
- c. By August 2023, this school district will have the capacity to conduct inclusive family engagement on CSMH.
- d. By October 2025, MN Project AWARE staff from this school district will train a student group on the YMHFA and SOS peer-to-peer programs.

2.4 This school district will provide quarterly updates on evaluation activities including quarterly reporting of data, or as specifically requested by MDE staff, on Project AWARE activities. Each calendar year the quarter timeline will be: Quarter One is from October 1 to December 31 with reports due no later than January 15; Quarter Two is from January 1 to March 31 with reports due no later than April 15; Quarter Three is from April 1 to June 30 with reports due no later than July 15; and Quarter Four is from July 1 to September 30 with reports due no later than Oct 15. Data reports will include:

- a. Substance Abuse and Mental Health Services Administration (SAMHSA) IPP (Infrastructure Development, Prevention, and Mental Health Promotion) indicators. These specific data points to include:
  - Workforce Development Training (number of individuals in the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
  - Training (number of individuals outside of the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
  - Partnership/Collaboration (number of MOU's/MOA's with outside entities entered into through the federal grant)
  - Policy Development (number of policy changes completed as a result of the federal grant)
  - Referral (number of students referred for mental health and/or related services)
  - Access (the number and percentage of students receiving mental health or related services after referral)
  - Knowledge/Attitudes/Beliefs (number and percentage of individuals who have demonstrated improvement in knowledge, attitudes, or beliefs related to prevention and/or mental health promotion)

- b. SAMHSA National Outcomes Measures (NOMs) indicators
- c. Government Performance Results Act (GPRA) interviews with students directly served by Project AWARE, to be conducted at intake, every 6 months during service duration, and at discharge.
- d. Narrative description of successes achieved and difficulties encountered
- e. Pre and post-training surveys
- f. SHAPE results

### 3. Payment

The State will pay for performance by the Governmental Unit under this Agreement as follows:

- 3.1 Compensation. The Governmental Unit will be paid following acceptance of the deliverables described in this Agreement in accordance with the budget in Exhibit A that is attached and incorporated into this Agreement.
- 3.2 The total obligation of the State under this Agreement will not exceed \$1,860,000.00
- 3.3 Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices must be submitted timely and according to the following schedule:

Quarterly invoices should be submitted following the same reporting timeline as listed under clause 2.4.

The invoices should be submitted directly to the [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us) for processing. The preferred method of obtaining an invoice from a Governmental Unit is by email. The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name and Agreement number.

The invoice should include the following information:

- MDE's Authorized Representative's name;
- The SWIFT Agreement number;
- Dates of service; and
- A description of services performed.

***Should an invoice need to be submitted via U.S. Mail, please use the following address:***

Minnesota Department of Education  
Attn: Accounts Payable Department  
1500 Highway 36 West  
Roseville, MN 55113-4266

### 4. Authorized Representatives

The State's Authorized Representative is Brienne LaHaye, Project AWARE Coordinator, 1500 Highway 36 West, Roseville, MN 55113, 651-582-8407, [Brienne.LaHaye@state.mn.us](mailto:Brienne.LaHaye@state.mn.us), or her successor.

The Governmental Unit's Authorized Representative is Callie Devriendt, Mental Health Coordinator, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802, 218-336-8880, [callie.devriendt@isd709.org](mailto:callie.devriendt@isd709.org), or her successor.

## **5. Assignment, Amendments, Waiver, and Contract Complete.**

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement 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 Agreement 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 Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6. Liability.**

6.1 Each party will be responsible for its own acts and behaviors and the results thereof.

## **7. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement 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 Agreement.

## **8. Government Data Practices.**

The Governmental Unit 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 Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit 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 Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

## **9. Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **10. Termination**

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.



- 10.2 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

#### **11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

#### **12. Vaccination/Testing Requirements**

- 12.1 **Applicability.** This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").
- 12.2 **Requirements.** In accordance with [HR/LR Policy #1446](#) Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.
- 12.3 **Compliance.** Contractor is responsible for the following:
- 12.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
  - 12.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
  - 12.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and
  - 12.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 12.2 Requirements, above.
- 12.4 **Reporting.** Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

### 13. Accessibility Standards

The Governmental Unit agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the [Minnesota IT Services website](https://mn.gov/mnit/about-mnit/accessibility/) (<https://mn.gov/mnit/about-mnit/accessibility/>). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Governmental Unit agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Governmental Unit agrees to provide alternative solutions upon request at no additional charge to the State.

- a. Contact the [Communications Office](mailto:mde.communications@state.mn.us) ([mde.communications@state.mn.us](mailto:mde.communications@state.mn.us)) for specific guidance on creating content that meets our accessibility requirements.
- b. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](mailto:kim.wee@state.mn.us) ([kim.wee@state.mn.us](mailto:kim.wee@state.mn.us)).

### 14. Publications or Other Content Intended for Dissemination

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](mailto:mde.communications@state.mn.us) ([mde.communications@state.mn.us](mailto:mde.communications@state.mn.us)).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Governmental Unit must also provide the Word or PowerPoint file.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

### 15. Plain Language

The Governmental Unit must provide all deliverables in "Plain Language." Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can

understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

#### **16. Force Majeure**

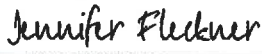
Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

*Signature page to follow*

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: Jennifer Fleckner


Signature: DocuSigned by:  
  
8824FC320BF84B1...

Title: SPA Principal Date: 1/7/2022

SWIFT Contract No. 205996

**2. Governmental Unit**

Print Name: Catherine A. Erickson

Signature: DocuSigned by:  
  
353DDB8A52D84F1...

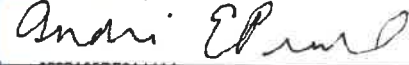
Title: CFO Date: 1/12/2022

School Board Chair Date

**3. Minnesota Department of Education (MDE)**

*With delegated authority*

Print Name: Andre Prah1

Signature: DocuSigned by:  
  
8737A85DF6A14AA...

Title: Agency Finance Director Date: 1/13/2022

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Admin ID: \_\_\_\_\_

Signature page to Joint Powers Agreement #205996



## Exhibit A - Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District #709

### Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District

	Amount for Year 1	Yearly Amount for Years 2 through 4	Amount for Year 5	Total Amount
<b>110-299: Salary and benefits</b> <ul style="list-style-type: none"> <li>1.0 FTE Project AWARE Coordinator</li> <li>1.0 SEL Interventionist</li> <li>Misc. salary payments (sub pay for teachers to attend trainings, additional support staffing hours over summer, etc.</li> </ul>	\$ 233,500	\$258,000	\$265,840	\$1,273,340
<b>366-389: Professional development</b> <ul style="list-style-type: none"> <li>National School Mental Health Conference</li> <li>State School Mental Health Conference</li> <li>Other conference/training attendance</li> </ul>	\$20,000	\$1,500	\$1,000	\$25,500
<b>303-304: Contracts</b> <ul style="list-style-type: none"> <li>Training contracts for evidence-based trainings named in the grant (CBITS/Bounce Back, Youth Mental Health First Aid, PREPaRE, Sources of Strength, etc.)</li> <li>Funding to supplement DHS School Linked Mental Health Provider MOU's.</li> <li>Additional School Linked Mental Health Provider contracts.</li> </ul>	\$16,000	\$75,500	\$58,160	\$300,660
<b>430: Supplies</b> <ul style="list-style-type: none"> <li>Social-Emotional Learning Curriculum and supplies</li> <li>PBIS supplies</li> <li>Software for billing of school-based services</li> <li>Youth Mental Health First Aid training participant materials</li> <li>Student supplies for Tier 2 mental health interventions</li> <li>Incentives for student and family participation in evaluation activities, as allowable by federal funding guidelines.</li> </ul>	\$75,500	\$10,000	\$5,000	\$110,500
<b>895: Indirect</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$ 150,000</b>

<b>TOTALS</b>	<b>Total Amount for Year 1 = \$375,000</b>	<b>Total Amount for Years 2 through 4 = \$1,125,000</b>	<b>Year 5 Amount = \$360,000</b>	<b>Grand Total = \$1,860,000</b>
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## PRINT SHOP ORDER FOR CALLIGRAPHY

ORDERED BY: Kayla Carroll - Asst Supt Office

DATE: January 17, 2022

DATE NEEDED: ASAP

### CALLIGRAPHY ON DIPLOMAS AS FOLLOWS:

<u>Student Name</u>	<u>Date of Graduation</u>	<u>School</u>	<u>Return to</u>
Samantha Earls	1/13/2022	DPS	ABE
Pachia Moua	12/01/2021	DPS	ALC
Aiyanna Jaylee Lussier	2/04/2022	DPS	Rockridge

## MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 1/13/2022

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:

Samantha Earls

1/13/2022



*emailed Kayla 12/14*

Dec 2, 2021

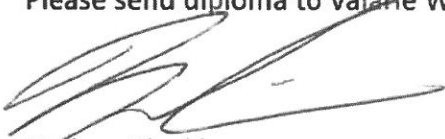
Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Rd, Suite 108  
Duluth MN 55811

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>Pachia Moua</b>	<b>Duluth Public Schools</b>	<b>12/01/2021</b>

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 140.



Nathan Glockle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

# ROCKRIDGE ACADEMY

---

4849 Ivanhoe Street

Phone: (218) 336-8955 ~ Fax: (218) 336-8959

January 11th, 2022

John Magas  
Ind. School District 709  
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>
Aiyanna Jaylee Lussier	Rockridge Academy	February 4th, 2022

Thank you

Jacob Hintsala  
Principal

## PRINT SHOP ORDER FOR CALLIGRAPHY

ORDERED BY: Kayla Carroll - Asst Supt Office

DATE: January 20, 2022

DATE NEEDED: ASAP

### CALLIGRAPHY ON DIPLOMAS AS FOLLOWS:

<u>Student Name</u>	<u>Date of Graduation</u>	<u>School</u>	<u>Return to</u>
Cullen John Almquist	1/21/2022	DPS	ALC
Hannah Jade Peaslee	1/21/2022	DPS	ALC

Jan 19, 2022

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>
Cullen John Almquist	Duluth Public Schools	1/21/2022

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 140.

Nathan Glockle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

Jan 19, 2022

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>
Hannah Jade Peaslee	Duluth Public Schools	1/21/2022

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 140.

Nathan Glockle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

## PRINT SHOP ORDER FOR CALLIGRAPHY

ORDERED BY: Kayla Carroll - Asst Supt Office

DATE: January 24, 2022

DATE NEEDED: ASAP

### CALLIGRAPHY ON DIPLOMAS AS FOLLOWS:

<u>Student Name</u>	<u>Date of Graduation</u>	<u>School</u>	<u>Return to</u>
Dylan Anthony Atol	1/21/2022	DPS	ALC

Jan 19, 2022

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>
Dylan Anthony Atol	Duluth Public Schools	1/21/2022

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 140.

Nathan Glockle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

## **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

## **5083—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. This policy applies to behavior that occurs on or off school property and during and after school hours.~~
- ~~E. 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.~~
- ~~F. 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 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. "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 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.~~

~~B. The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a school district human rights officer or to the superintendent.~~

~~C. Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct which may constitute hazing shall inform the building principal immediately.~~

~~D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades or work assignments.~~

#### **V. SCHOOL DISTRICT ACTION**

~~A. Upon 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 school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.~~

~~C. Upon completion of the investigation, 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 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, school district policies and regulations.~~

#### **VI. 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 retaliates against any person who makes a good faith report of alleged hazing or against any person who testifies, assists, or participates in an investigation, or against any person 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 or harassment.~~

#### **VII. DISSEMINATION OF POLICY**

~~This policy shall appear in each school's student handbook and in each school's Building and Staff handbooks.~~

~~Legal References: Minn. Stat. § 121A.69 (Hazing Policy)~~

~~Minn. Stat. § 121A.40 to 121A.56 (Pupil Fair Dismissal Act)~~

~~Adopted: 07-18-2000 ISD-709~~