

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, March 24, 2026

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Consent Agenda

A. Approval of Minutes from Past School Board Meetings

- 1) Regular School Board Meeting - February 24, 2026 3

B. Approval of Action Items

1) Human Resources

- a. HR Staffing Report 6
- b. Other Action Items

2) Finance

- a. Financial Report 7

- b. Fundraisers 8

- c. Bids, RFPs and Quotes

- (1) BID #1348 - Lakewood Elementary Boiler Replacement 9

- d. Contracts, Change Orders, Leases

3) Items Brought Forward From the Monthly Committee of the Whole Meeting

4) Other

- a. Diploma Requests 94

- b. Field Trip Requests - N/A

- c. Data Sharing Agreements

C. Approval of Policy Readings

1) First Readings - None

2) Second Readings

- a. 542 Intra-District Transfers (renumbering and update to 5040 Transfers within the School District) 101

3) Policies for Review

- a. 507.5 School Resource Officers 107

- b. 513 Student Promotion, Retention, and Program Design 112

- c. 519 Interviews of Students by Outside Agencies 116

- d. 601 School District Curriculum and Instruction Goals 120

- e. 616 School District System Accountability 126

- f. 621 Literacy and the Read Act 136

- g. 709 Student Transportation Safety Policy 154

4) Policies for Deletion - None

D. Approval of Committee Reports

By approving Committee Reports, the board acknowledges and approves all

informational and action items represented in the Regular School Board Meeting Report of each committee.

- 1) Monthly Committee of the Whole - *(March 3, 2026)*
- 2) Policy Committee - *(March 10, 2026)*
- 3) Human Resources/Business Services Committee - *(March 9, 2026)*

Regular School Board Meeting
 Tuesday, February 24, 2026 6:30 PM Central

District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811

Henry Banks: Present
 Kelly Durick Eder: Present
 Rosie Loeffler-Kemp: Present
 Jill Lofald: Present
 Sarah Mikesell: Present
 Amber Sadowski: Present
 Stephanie Williams: Present
 Present: 7.

1. Call to Order
 at 6:36 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to Approve the Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
 Yea: 7, Nay: 0

5. School and Community Recognition
 None

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives

East Student Representative Mattila presented their Student Report.

ALC Student Representative Henderson Garcia introduced themselves.

6.B. Superintendent's Report

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

Budget Reduction Update

Legislative Update

Litigation Update

Other

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

7.A.1) Monthly Committee of the Whole (*February 5, 2026*)

Assistant Superintendent Bonds presented the Committee of the Whole Report, which included a verbal presentation of the vote of Non-concurrence from the American Indian Parent Advisory Committee.

7.B. Human Resources/Business Services Committee (*February 9, 2026*)

Member Sadowski presented the Human Resources/Business Services Committee Report.

7.C. Policy Committee (*February 12, 2026*)

Member Loeffler-Kemp presented the Policy Committee Report.

8. General Board Committee Updates

Member Mikesell gave an update on the Wellness Committee.

Member Sadowski gave an update on the Head Start Parent Policy Committee and the District Advisory Committee.

Member Williams gave an update on the Professional Development Advisory Committee.

Member Loeffler-Kemp gave an update on the Duluth Public Schools Endowment Fund.

9. Consent Agenda

Move to Approve the Consent Agenda. This motion, made by Jill Lofald and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 7, Nay: 0

10. Resolutions from Committee Reports

10.A. B-2-26-4155 - Acceptance of Donations to Duluth Public Schools

Move to Approve Resolution B-2-26-4155 Acceptance of Donations to Duluth Public Schools.

This motion, made by Stephanie Williams and seconded by Sarah Mikesell, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 7, Nay: 0

11. Special Resolutions and Action Items

11.A. SP-2-26-4156 Board Members Attendance at MSBA/MASA Day at the Capitol

Move to Approve Resolution SP-2-26-4156 Board Members Attendance at MSBA/MASA Day at the Capitol. This motion, made by Amber Sadowski and seconded by Jill Lofald, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 7, Nay: 0

Discussion was had.

11.B. SP-2-26-4157 Board Members Attendance at Duluth and St. Louis County Days at the Capitol

Move to Approve Resolution SP-2-26-4157 Board Members Attendance at Duluth and St. Louis County Days at the Capitol. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.C. Approval of Individual Contract for Assistant Superintendent

Move to Approve Individual Contract for Anthony Bonds, Assistant Superintendent. This motion, made by Kelly Durick Eder and seconded by Henry Banks, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Discussion was had.

11.D. Approval of Individual Contract for Executive Director of Business Services and Operations

Move to Approve Individual Contract for Simone Zunich, Executive Director of Business Services and Operations. This motion, made by Jill Lofald and seconded by Kelly Durick Eder, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Discussion was had.

12. Questions / Other

13. Adjournment

Move to Adjourn at 8:01 p.m. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

HUMAN RESOURCES ACTION ITEMS FOR: March 24, 2026

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CARRUTHERS, KATIE A	LTS SPED OCCUPATIONAL THERAPIST/DISTRICT WIDE, (MA+45) IV, 7, 1.0, RICHARDS A.	02/09/2026
GIULIANI, ROBERT S	CTE CULINARY TEACHER/DENFELD, (BA) III, 8, 0.3, GIZAS S.	03/02/2026
MILLER, JENNIFER E	LTS CTE MEDICAL/HEALTH CARE TEACHER/EAST, (MA) IV, 9, 1.0, OLSON K.	03/02/2026
<u>CERTIFIED LEAVES</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
WADE, MATTHEW P	EXTENSION OF LEAVE READING INTERVENTIONIST/HOMECROFT	09/01/2026 06/11/2027
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
MCPAHON, CHRISTINA M	SPED RESIDENTIAL - ROCKRIDGE ACADEMY	06/05/2026
STARR, EILUJ	CHOIR DIRECTOR - ORDEAN-EAST MS	04/10/2026
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BENSON, WILLIAM E	GRADE 6 - LINCOLN PARK MS	06/05/2026
DAVIDSON, MARY E	GRADE 3 - LESTER PARK ES	06/05/2026
GARNETT, WILLIAM E	MATHEMATICS - EAST HS	06/05/2026
JOSEPH, DEBRA A	GRADE K - LOWELL ES	06/05/2026
LITMAN, TRACY E	ALTERNATIVE TO SUSPENSION - ORDEAN-EAST MS	06/12/2026
PEARSON, TOM R	STUDENT ACTIVITIES DIRECTOR - DENFELD HS	06/19/2026
SAVRE, JAMIE B	GUIDANCE COUNSELOR SECONDARY - EAST HS	10/30/2026
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BOWMAN, DONYE E	CUSTODIAN SPLIT/HOMECROFT,ORDEAN EAST/40/52WKS, \$18.05/HR, POPE L.	02/10/2026
CHRAPKOWSKI, SARAH E	CUSTODIAN/ORDEAN EAST, 40/52WKS, \$18.05/HR, WEST A.	02/09/2026
EYTCHESON, STEPHANIE A	OFFICE SUPPORT SPECIALIST SENIOR/ORDEAN EAST, 40/52WKS, \$21.44/HR, GROCHOWSKI J.	02/13/2026
GRAMS, ADELIN G	PRESCHOOL- 2ND PARA/MYERS-WILKINS, 23/38WKS, \$20.19/HR, HENNESSEY S.	02/24/2026
HOLMAN, JOEL O	UTILITY I/DISTRICT WIDE, 67 DAYS, UP TO 14HRS/52WKS, \$20.81/HR	02/12/2026
JOHNSTON, MARK J	HOURLY MONITOR/LAKEWOOD, UP TO 23HRS/38WKS, \$15.00/HR	02/23/2026
LOBERG, STACEY L	CERTIFIED OCCUPATIONSL THERAPY ASSISTANT/DISTRICT WIDE, 24/38WKS, \$25.95/HR, ZAKRZEWSKI H.	02/23/2026
PAULSON, RONY V	HOURLY MONITOR/LAURA MACARTHUR. UP TO 23HRS/38WKS, \$15.00/HR	02/09/2026
PERKINS, SHELLIE M	STUDENT SPECIFIC PARA SETTING III/STOWE, 31.25/38WKS, \$20.45/HR, SIEMSEN M.	02/09/2026
PORTER, ALIXANDER J	HOURLY FOOD SERVICE/DISTRICT WIDE, UP TO 12 HRS/38WKS, \$14.00/HR	03/03/2026
VAKULABHARANAM, PRADYUMNA M	NETWORK ENGINEER 1/DISTRICT WIDE, 40/52WKS, \$78,000/ANNUALLY, WORGREN J.	02/10/2026
VUDHANTHI, NEERAJA	IT SECURITY ANALYST/DISTRICT WIDE, 40/52WKS, \$1,377/WK, DIGNAN T.	02/25/2026
<u>NON-CERT LEAVES</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CARL, GRANT J	LWOP	03/02/2026 03/06/2026
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BRUN, DEREK T	SCHOOL CUSTODIAN 1 - MYERS-WILKINS ES	02/20/2026
DEGRAEF, JEREMY J	ASST MANAGER FACILITIES	03/13/2026
EKKER, AIDEN J	SCHOOL CUSTODIAN 1 - EAST HS	02/18/2026
HAMLIN, MARGARET R. B.	SPED CHILD SPECIFIC PARA - HOMECROFT ES	02/19/2026
JANEZICH, AISHE E	SPED BW PARA - EAST HS	02/04/2026
JONES, PATTY L	CAFETERIA HELPER 1 - CONGDON PARK ES	02/26/2026
KARREN, COREY J	SUPERVISOR BUILDING OPERATIONS- FACILITIES	04/03/2026
KING, JESSICA L	SCHOOL CUSTODIAN 1 - EAST HS	02/24/2026
RICHISON, ALEXIS L	HOURLY MONITOR - LAURA MACARTHUR ES	02/24/2026
SORVIK-LAROSEE, MICHELE L	INSTRUCTIONAL PARA - LAURA MAC ES	03/11/2026
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ECKBERG, BARBARA A	EARLY CHILDHOOD & HEAD START DIRECTOR - DSC	06/12/2026
<u>NON-CERT TERMINATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HENNESSEY, SAWYER D	PRE K PROG PARA - MYERS-WILKINS ES	01/30/2026



**HR/BS Services Committee Monthly Fund Balance Report
March 9, 2026 Committee Meeting**

BUDGET SUMMARY

3/3/2026 Percent spent

REVENUES	25-26		25-26		25-26		25-26				
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED			BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June	July - June			
General	1	\$ 134,020,612.52	\$ 137,502,407.11	\$ 49,865,344.10	\$ 10,400,442.62	\$ 77,236,620.39			36%		
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 2,527,771.28	\$ 562,047.30	\$ 3,030,181.42			41%		
Transportation	3	\$ 3,866,200.00	\$ 3,866,200.00	\$ 1,830,908.62	\$ 495,330.95	\$ 1,539,960.43			47%		
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 3,589,109.88	\$ 190,371.38	\$ 4,408,013.74			44%		
Operating Capital	5	\$ 4,680,435.48	\$ 1,974,644.89	\$ 148,804.76	\$ 1,182,134.60	\$ 643,705.53			8%		
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 2,197,239.70	\$ 15,541.27	\$ 25,644,520.03			8%		
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00			0%		
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 744,807.61	\$ -	\$ 215,028.39			78%		
Student Acitivity	79	\$ 106,940.00	\$ 110,490.00	\$ 244,708.83	\$ 16,037.00	\$ (150,255.83)			221%		
REVENUES	TOTALS:	\$ 186,118,820.00	\$ 186,898,374.00	\$ 61,148,694.78	\$ 12,861,905.12	\$ -	\$ 112,887,774.10		33%		

EXPENSES	25-26		25-26		25-26		25-26				
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED			BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June	July - June			
General	1	\$ 128,594,794.07	\$ 129,428,839.95	\$ 81,282,144.92	\$ 3,329,561.83	\$ 44,817,133.20			65%		
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 3,322,695.42	\$ 1,628,988.46	\$ 1,143,780.12			81%		
Transportation	3	\$ 7,864,200.00	\$ 7,864,200.00	\$ 6,010,168.04	\$ 694,649.09	\$ 1,159,382.87			85%		
Community Ed	4	\$ 7,725,252.00	\$ 7,725,194.86	\$ 4,483,135.40	\$ 50,590.33	\$ 3,191,469.13			59%		
Operating Captial	5	\$ 5,648,724.89	\$ 5,648,724.89	\$ 5,192,390.99	\$ 978,951.35	\$ (522,617.45)			109%		
Building Construction	6	\$ -	\$ -	\$ 6,571,429.89	\$ 18,599,219.23	\$ (25,170,649.12)					
Debt Service Fund	7	\$ 27,394,520.00	\$ 27,394,520.00	\$ 27,394,084.69	\$ -	\$ 435.31			100%		
Trust Fund	8	\$ 270,842.00	\$ 270,842.00	\$ -	\$ -	\$ 270,842.00			0%		
Dental Insurance Fund	20	\$ 1,025,548.00	\$ 1,025,548.00	\$ 910,930.55	\$ -	\$ 114,617.45			89%		
Student Acitivity	79	\$ 86,750.00	\$ 753,465.85	\$ 195,420.54	\$ 31,615.29	\$ 526,430.02			30%		
EXPENSES	TOTALS	\$ 184,706,094.96	\$ 186,206,799.55	\$ 135,362,400.44	\$ 25,313,575.58	\$ -	\$ 25,530,823.53		86%		

Extra Curricular Fund 01 Prog 298
 Revenue \$ 365,389.34
 Expense \$ 449,652.37

**Fundraisers Reported
February 2026**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld	PBIS	\$2,400.00	We will sell senior yard signs
Denfeld	Denfeld Softball Team	\$12,000.00	Coupon books
Denfeld	Denfeld Baseball	\$15,000.00	Coupon books
Lester Park	School-wide	\$1,000.00	BooksAreFun - This is a new fundraiser where all the money goes towards each student getting a book to take home in time for summer.

March 4, 2026



Board of Education
Duluth Public Schools
Independent School District No. 709
709 Portia Johnson Drive
Duluth, MN 55811

1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
www.ics-builds.com
(763) 354-2670

Re: Lakewood Elementary Boiler Replacement – Duluth Bid Number 1348
Duluth, Minnesota

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, March 3, 2026, for the above-referenced project. Our recommendation for award is as follows:

Work Scope 1 – Mechanical

A.G. O’Brien Plumbing & Heating Co., Inc. – Duluth, MN

BASE BID: \$494,390.00

TOTAL \$494,390.00

Work Scope 2 – Electrical

Benson Electric Company – Superior, WI

BASE BID: \$30,000.00

TOTAL \$30,000.00

Work Scope 3 – Site Improvements

R & K Industries LLC DBA Diversified Paving – St. Augusta, MN

BASE BID: \$170,815.00

TOTAL \$170,815.00

Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of Six Hundred Ninety-Five Thousand Two Hundred Five Dollars and Zero Cents (\$695,205.00).

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact Mark or Jacob should you have any questions regarding our recommendation.

Regards,

Mark Needham
Project Manager

MN/rw
Enclosures



LAKWOOD ELEMENTARY BOILER REPLACEMENT

OWNER: Duluth Public Schools, ISD #709
 CONSTRUCTION MANAGER: ICS Consulting, LLC
 ENGINEER: Design Tree Engineering



BID TABULATIONS

11

Tuesday, March 3, 2026 @ 10:00 a.m.

WORK SCOPE 01 - Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Stack Blows	A.G. O'Brien	Shannon's mechanical	Ryan		
BID SECURITY	X	X	X	X		
ADDENDA REC'D.	X	X	X			
BASE BID:	541,450	494,340	534,000			
Acknowledged MN Responsible Contractor:	X	X	X			
WS 1 & 2 Combined Stack blows	575,000					

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: A.G. O'brien Plumbing and Heating Company
4907 Lightning Drive
Hermantown, MN 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 1 - MECHANICAL

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ FOUR HUNDRED NINETY FOUR THOUSAND THREE HUNDRED NINETY \$ 494,390.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2/17/2026 Addenda No. 2 Dated 2/26/2026

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4907 Lightning Drive

City: Duluth State: MN Zip: 55811

Phone Number: 218-729-9662 Fax Number: _____

Name (typed or printed): Paul Konkler

Signature: 

Title: Commercial Project Manager

Date: 3/3/2026

END OF SECTION 00 41 13

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

**A.G. O'Brien Plumbing & Heating Co Inc
4907 Lightning Dr.
Hermantown, MN 55811**

SURETY:

(Name, legal status and principal place of business)

**Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183**

OWNER:

(Name, legal status and address)

**ISD 709 Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811**

BOND AMOUNT: \$ Five Percent of Total Amount (5%)

PROJECT:

(Name, location or address, and Project number, if any)

**Lakewood Elementary School
5207 North Tischer Rd Duluth, MN 55804
Boiler Room Renovation**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3 day of MARCH, 2026.

Lisa Dahl
(Witness)

[Signature]
(Principal) (Seal)

Owner
(Title)

Mary H. Otson
(Witness)

[Signature]
(Surety) (Seal)

Managing Director
(Title)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint BENJAMIN P WASCHÉ of DULUTH, Minnesota, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: [Signature] Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



[Signature] Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2 day of March, 2020.



[Signature] Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Shannon's, Inc.
1919 Main Avenue
International Falls, MN 56649

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 01 - Mechanical

a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ Five Hundred Thirty - Four Thousand

\$ 534,000

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 01 Dated 02/17/26 Addenda No. Dated

Addenda No. 02 Dated 02/26/26 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1919 Main Avenue

City: International Falls State: MN Zip: 56649

Phone Number: (218) 417-0027 Fax Number: (1) 218-283-2803

Name (typed or printed): Matt Pelowski

Signature: 

Title: Vice President

Date: 03/02/2026

END OF SECTION 00 41 13



Bid Bond

CONTRACTOR: (Name, legal status and address)

SHANNONS, INC.

1919 MAIN AVE, INTERNATIONAL FALLS, MN 566493331

OWNER: (Name, legal status and address)

ISD#709 DULUTH PUBLIC SCHOOLS

709 PORTIA JOHNSON DRIVE, DULUTH, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

PROJECT: (Name, location or address, and Project number, if any)

PROJECT #1348, DULUTH PUBLIC SCHOOLS LAKEWOOD ELEMENTARY BOILER REPLACEMENT, 5207 NORTH TISCHER ROAD, DULUTH, MN 55804

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 23rd day of February 2026

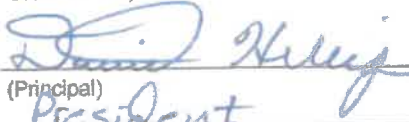


(Witness)



(Witness)


SHANNONS, INC.



(Principal)
President

(Title)

UNITED FIRE & CASUALTY COMPANY



(Surety)
Attorney in Fact Sharine K House

(Title)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Build No. 00017503
 Oblige: ISD#709 DULUTH PUBLIC
 SCHOOLS 709 PORTIA
 JOHNSON DRIVE DULUTH,
 MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SHARINE K. HOUSE, TIM A. ANDERSON, KRISTY J. WAGNER-WERNER, ERIN M. ANDERSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire June 24th, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 23rd day of February, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:
 On this 23rd day of February, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Notary Public: *Judith A. Jones*
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of each said Company this 23rd day of February, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 Mechanical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Five hundred forty one thousand and four hundred fifty.

\$ 541,450.⁰⁰

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party’s use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party’s convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party’s responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party’s sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

PROJECT: (Name, location or address, and Project number, if any)

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this _____ day of _____

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Longson
(Witness)

Mary L Olson
(Witness)

M. Stack
(Principal) President (Seal)

(Title)
UNITED FIRE & CASUALTY COMPANY
By: P. A. [Signature]
(Surety) Attorney in Fact (Seal)
(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Obligee: ISD 709 Duluth Public
 Schools 709 Portia Johnson
 Drive, Duluth, MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

BENJAMIN P. WASCHE, MARY LOU OLSON, INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:
 On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Notary Public: *Judith A. Jones*
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of each said Company this 2nd day of March, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 3 02 Mechanical + Electrical Combined

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Five hundred seventy five thousand

\$ 575,000

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 Mechanical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Five hundred forty one thousand and four hundred fifty.

\$ 541,450.⁰⁰

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2-17-26 Addenda No. Dated

Addenda No. 2 Dated 2-26-26 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Stack Bros Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 2 Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Thirty Seven thousand five hundred

\$ 37,500.⁰⁰

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.


Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party’s use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party’s convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party’s responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party’s sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

PROJECT: (Name, location or address, and Project number, if any)

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this _____ day of _____

SURETY: (Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

M. Stack
(Principal) President (Seal)

Mary Olson
(Witness)

UNITED FIRE & CASUALTY COMPANY
Deji Paul
(Surety) Attorney in Fact (Seal)
(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Obligee: ISD 709 Duluth Public
 Schools 709 Portia Johnson
 Drive, Duluth, MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

BENJAMIN P. WASCHE, MARY LOU OLSON, INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Notary Public: *Judith A. Jones*
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of each said Company this 2nd day of March, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

LAKWOOD ELEMENTARY BOILER REPLACEMENT

OWNER: Duluth Public Schools, ISD #709
 CONSTRUCTION MANAGER: ICS Consulting, LLC
 ENGINEER: Design Tree Engineering



	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Stack Bros	Duluth electrical contracting	Wescom	Hunt electric	Belknap electric	Benson electric
BID SECURITY	X	X	X	X	X	X
ADDENDA REC'D.	X	X	X	X	X	X
BASE BID:	37,500	34,926	52,644	43,799	37,215	30,000
Acknowledged MN Responsible Contractor:	X	X	X	X	X	X
WS 1+2 Combined stack bros	575,000					

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Benson Electric Company
1102 North 3rd Street
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 02 - Electrical

a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ Thirty Thousand, 00/100 USD

\$ 30,000.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 02/17/2026 Addenda No. Dated

Addenda No. 2 Dated 02/26/2026 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1102 North 3rd Street

City: Superior State: WI Zip: 54880

Phone Number: (715) 394-5547 Fax Number: NONE

Name (typed or printed): Nathan J. Sapik

Signature: 

Title: Vice President

Date: 03/03/2026

END OF SECTION 00 41 13



Bid Bond

CONTRACTOR: (Name, legal status and address)

BENSON ELECTRIC COMPANY INC

1102 N 3RD ST, SUPERIOR, WI 548801230

OWNER: (Name, legal status and address)

Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

PROJECT: (Name, location or address, and Project number, if any)

Lakewood Elementary School

SURETY: (Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 26th day of February, 2026



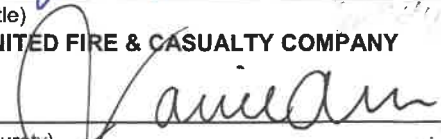
(Witness)



(Witness)

BENSON ELECTRIC COMPANY INC


(Principal) (Seal)

(Title)
UNITED FIRE & CASUALTY COMPANY


(Surety) (Seal)
Attorney in Fact
(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Oblige: Duluth Public Schools 709
 Portia Johnson Drive, Duluth,
 MN 55811 43

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CYNTHIA SUND, TIMOTHY J. ROTHE, CHAD P. MATUSHAK, STEVEN KIMMES, JOANN J. LIETHA, CHRISTINA WALETZKO, CHARLIE G. JOHNSON, JACIE OLSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire June 27th, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 26th day of February, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 26th day of February, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Notary Public: *Judith A. Jones*
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of each said Company this 26th day of February, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: DULUTH ELECTRICAL CONTRACTING, INC
5051 MILLER TRUNK HWY
DULUTH MN 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 2 - ELECTRICAL

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ THIRTY FOUR THOUSAND NINE HUNDRED TWENTY SIX DOLLARS

\$ 34,926.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2/17/26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2/26/26 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5051 MILLER TRUNK HWY

City: DULUTH State: MN Zip: 55811

Phone Number: 218-724-5566 Fax Number: 218-728-2163

Name (typed or printed): RICK HART

Signature: 

Title: PRESIDENT

Date: 3-3-26

END OF SECTION 00 41 13



Bid Bond

CONTRACTOR:

Name, legal status and address)
Duluth Electrical Contracting, Inc.
5051 Miller Trunk Hwy

Duluth, MN 55811

SURETY:

(Name, legal status and principal place of business)

GRANITE RE, INC.
14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Duluth Public Schools

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Project No. 1348 - Lakewood Elementary Boiler Replacement

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of March, 2026

[Signature]
(Witness)

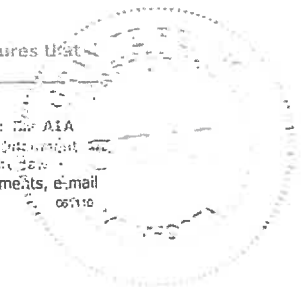
[Signature]
(Witness)

Duluth Electrical Contracting, Inc.
(Principal) (Seal)

(Title) GRANITE RE, INC.
(Surety) (Seal)

(Title) Attorney-in-Fact Troy Staples

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



ACKNOWLEDGMENT OF PRINCIPAL (Individual)

47

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of MN)
County of St. Louis)

On this 3rd day of March, in the year 2020, before me personally come(s) Richard Hart, to me known, who, being duly sworn, deposes and says that he/she is the president of the DEC the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Jennifer Cannon
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 2nd day of March, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

Lindsay Ann Hilderbrand
Notary Public



SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Belknap Electric, Inc.
1513 Belknap Street
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 02 - Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Thirty-Seven Thousand Two Hundred Fifteen Dollars

\$37,215.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2/17/2026 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2/26/2026 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1513 Belknap Street

City: Superior State: WI Zip: 54880

Phone Number: 715-394-7769 Fax Number: NA

Name (typed or printed): Christopher L. Krook

Signature: 

Title: President

Date: March 3rd, 2026

END OF SECTION 00 41 13



Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Belknap Electric, Inc. as Principal, and WEST BEND INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in West Bend, Wisconsin, in said State, as Surety, are held and firmly bound unto ISD 709 - Duluth Public Schools as Owner, in the full and just sum of Five Percent (5 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for BOILER REPLACEMENT

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 3 day of March, 2026

Principal:
Belknap Electric, Inc.
By: [Signature] (SEAL)
Name Typed: Christopher Krook, Owner,
Title

Witness: Tamy Klyzli

Surety:
West Bend Insurance Company
By: [Signature] (SEAL)
Name Typed: Nicholas Ferrell,
Title

Witness: Kelly McJeffery

Agency Name: DWIGHT SWANSTROM COMPANY
Address: 1908 IOWA AVE
SUPERIOR, WI 54880,
Phone Number: (715) 392-5177

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.
RHODE ISLAND ONLY: Under R.I. Gen. Laws § 27-65-1, this policy is exempt from the filing and approval requirements of forms used and rates charged.

Bond No. 2670737**POWER OF ATTORNEY**

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Nicholas Ferrell

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

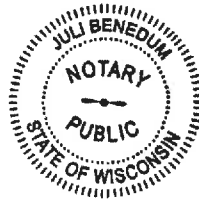
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 3rd day of March, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Stack Bros Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 2 Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Thirty Seven thousand five hundred

\$ 37,500.⁰⁰

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2-17-26 Addenda No. Dated

Addenda No. 2 Dated 2-26-26 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party’s use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party’s convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party’s responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party’s sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

PROJECT: (Name, location or address, and Project number, if any)

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this _____ day of _____

SURETY: (Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

M. Stack
(Principal) President (Seal)

Mary Olson
(Witness)

UNITED FIRE & CASUALTY COMPANY
By: P. A. [Signature]
(Surety) Attorney in Fact (Seal)
(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Obligee: ISD 709 Duluth Public
 Schools 709 Portia Johnson
 Drive, Duluth, MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

BENJAMIN P. WASCHE, MARY LOU OLSON, INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Notary Public: *Judith A. Jones*
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of each said Company this 2nd day of March, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 3 02 Mechanical + Electrical Combined

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Five hundred seventy five thousand

\$ 575,000

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 Mechanical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Five hundred forty one thousand and four hundred fifty. \$ 541,450.⁰⁰

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2-17-26 Addenda No. Dated

Addenda No. 2 Dated 2-26-26 Addenda No. Dated

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Stack Bros Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 2 Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Thirty Seven thousand five hundred

\$ 37,500.⁰⁰

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party’s use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party’s convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party’s responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party’s sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

PROJECT: (Name, location or address, and Project number, if any)

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this _____ day of _____

SURETY: (Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

M. Stack
(Principal) President (Seal)

Mary Olson
(Witness)

UNITED FIRE & CASUALTY COMPANY
Deji Paul
(Surety) Attorney in Fact (Seal)
(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Obligee: ISD 709 Duluth Public
 Schools 709 Portia Johnson
 Drive, Duluth, MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

BENJAMIN P. WASCHE, MARY LOU OLSON, INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Notary Public: *Judith A. Jones*
 My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of each said Company this 2nd day of March, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Hunt Electric Corporation
4330 West 1st St, Ste B
Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 2

a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ FORTY-THREE THOUSAND SEVEN HUNDRED NINETY-NINE

\$ 43,799.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2-17-2026 Addenda No. 2 Dated 2-27-2026

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4330 West 1st St, Ste B

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3323 Fax Number: _____

Name (typed or printed): Max Wyatt

Signature: 

Title: Estimator

Date: 3/3/26

END OF SECTION 00 41 13



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hunt Electric Corporation
4330 West 1st Street, Suite B
Duluth, MN 55807

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Duluth Public Schools, ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

BOND AMOUNT \$: Five Percent of Total Amount Bid (5%)

PROJECT Lakewood Elementary Boiler Replacement, Duluth, Minnesota

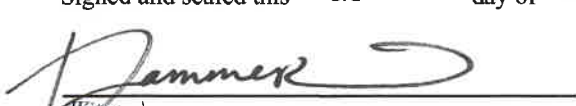

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

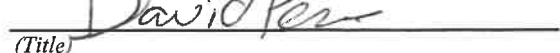
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of March, 2026


(Witness)

(Witness)

Hunt Electric Corporation
(Contractor as Principal) *(Seal)*


(Title)

Western Surety Company
(Surety) *(Seal)*


(Title) Mary Jo Dingwall, Attorney-in-Fact



LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____
to me known, who is being by me duly sworn, did depose and say that he/she resides in _____
and that he/she is a member, manager, or officer of the limited liability company of _____
_____ and that he/she is duly authorized to execute the foregoing instrument in the name of and
for the limited liability company.

Notary Public, _____
County, _____
My Commission Expires _____

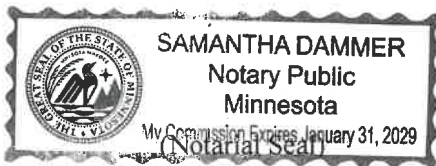
(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF St. Louis)

On this 3rd day of March, 20 26, before me personally appeared David Pearre
to me known, who is being by me duly sworn, did depose and say that he/she resides in St. Louis County
and that he/she is the Branch Manager of the Hunt Electric Corporation
corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said
corporation; and that he signed his/her name thereto by like order.

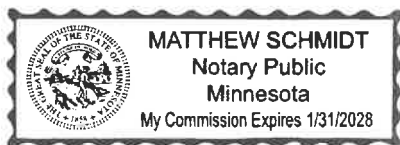
Dammer
Notary Public, St. Louis
County, Minnesota
My Commission Expires 1.31.29



ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)

On this 3rd day of March, 20 26, before me personally appeared Mary Jo Dingwall
to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact
of the Western Surety Company, a corporation; that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on
behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid
officer acknowledged said instrument to be the free act and deed of said corporation.



(Notarial Seal)

Matthew Schmidt
Notary Public, Hennepin
County, Minnesota
My Commission Expires January 31, 2028

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, Matthew Schmidt, Daniel A Kampf, Individually

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.



WESTERN SURETY COMPANY

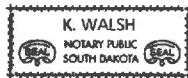
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of March, 2026



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Wescom, Inc
5137 Jean Duluth Rd
Duluth, MN 55803

Lakewood
Boiler

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the ~~Lincoln Park Middle School Lighting Replacement~~, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Boiler Replacement Electrical & Lighting
 - a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ Fifty-Two Thousand, Six Hundred Forty-Four 00/100 \$ 52,644.00

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2/17/26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2/26/26 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.


Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5137 Jean Duluth Rd

City: Duluth State: MN Zip: 55803

Phone Number: (218)724-1322 Fax Number: N/A

Name (typed or printed): Eric Schillereff

Signature: 

Title: Lead Estimator

Date: 3/3/26

END OF SECTION 00 41 13

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
WESCOM INC.
5137 Jean Duluth Rd
Duluth, Minnesota 55803

SURETY:
(Name, legal status and principal place of business) AMERICAN ALTERNATIVE INSURANCE CORPORATION
555 College Road East, P.O. Box 5241
Princeton, New Jersey 08543

OWNER:
(Name, legal status and address)
DULUTH PUBLIC SCHOOLS
709 Portia Johnson Drive
Duluth, Minnesota 55811

BOND AMOUNT: Five Percent (5%) of the Total Amount of the Bid

PROJECT:
(Name, location or address, and Project number, if any)
Lakewood Elementary School Boiler Room Renovation Project 2026
Duluth, Minnesota

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.


Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

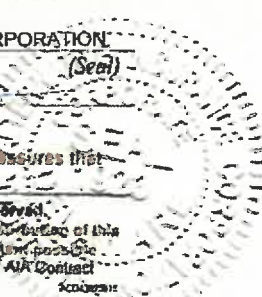
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of March 2026

By _____ (Witness)  By _____ (Witness) Kim Payton, Littleton, Colorado	WESCOM INC. (Contractor as Principal) _____ (Seal) (Title) AMERICAN ALTERNATIVE INSURANCE CORPORATION (Surety) _____ (Seal) By _____ (Title) Douglas J. Rothney, Attorney-in-Fact
---	---

CAUTION: You should sign on original AIA Contract Document, on which this text appears in RED. An original ensures that changes will not be obscured.

WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or copying of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Douglas J. Rothey; Kimberly McAlexander; Kim Payton; Wesley J. Batorac; and Zach Rothey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Fifty Million Dollars (\$150,000,000.00). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 9th day of January, 2026.



By: [Signature]
Cathy Smith
President

Attest: [Signature]
Ignacio Rivera
General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of online notarization this 9th day of January, 2026, by Cathy Smith and Ignacio Rivera, who are personally known to me.

Notary Stamp here

BETH COHAN-CHIN
Commission #2209356
Notary Public, State of New Jersey
My Commission Expires February 2, 2028

Beth Cohan-Chin
Beth Cohan-Chin, Notary Public
State of New Jersey
My Commission Expires February 2, 2028

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
- 2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
- 3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 3rd day of March, 2026



AMERICAN ALTERNATIVE INSURANCE CORPORATION

[Signature]
Ignacio Rivera
General Counsel & Secretary

TRS-1001-1

LAKWOOD ELEMENTARY BOILER REPLACEMENT

OWNER: Duluth Public Schools, ISD #709
 CONSTRUCTION MANAGER: ICS Consulting, LLC
 ENGINEER: Design Tree Engineering



BID TABULATIONS

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Tuesday, March 3, 2026 @ 10:00 a.m.

WORK SCOPE 3 - Site Improvements

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Diversified Paving					
BID SECURITY	X					
ADDENDA REC'D.	X					
BASE BID:	X	170,815				
Acknowledged MN Responsible Contractor:	X					
	No bid form					

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

BID FROM: Diversified Paving

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 3

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Hundred Seventy Thousand, Eight Hundred + Fifteen \$ 170,815.⁰⁰

Addenda: Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 Addenda No. _____ Dated _____

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 23633 66th Ave.

City: Saint Augusta State: MN Zip: 56301

Phone Number: 320-428-5670 Fax Number: _____

Name (typed or printed): Kyle New

Signature: Kyle New

Title: P.M.

Date: 3-2-2026

END OF SECTION 00 41 13

ESTIMATE DATE: 3/2/2026



Raeann Wynn
ICS Builds

Lakewood Elementry Boiler update/ Propane tank site
5702 North Tischer Road
Duluth, MN 55804

<https://www.dpipaving.com/>

Site work

Remove Trees and stumps. Dispose off site

Remove topsoil and stock pile for restoration

Establish subgrade with import of up to 50 cubic yards of suitable sub base material.

Install Geotextile fabric

Install Class 5 to a maximum depth of 8" thick compacted

Aggregate Base Material and geotextile fabric

Install aggregate base material to an overall average of after compaction.

Excludes

Permits

Testing

Soil Corrections

Shouldering or Turf Restoration

Damage to Underground Utilities and Lines

Concrete Flat Work of 15' x 50' under propane tank

Concrete Flat Work per plan provided with thickened edges

Install new ready mix concrete and provide a broom finish with saw cut relief joints. Seal concrete with a cure and seal 1 step sealer.

Excludes

Gravel Base Material

Sub Base Preparation

Permits

Testing

Soil Corrections

Shouldering or Turf Restoration

Damage to Underground Utilities and Lines

Concrete Flat Work 100 In feet by 10 foot wide sidewalk along parking lot includes site prep for sidewalk

Excludes
 Gravel Base Material
 Sub Base Preparation
 Permits
 Testing
 Soil Corrections
 Shouldering or Turf Restoration
 Damage to Underground Utilities and Lines

Restoration with hydro seeding around tank site

Install 2 bollards with plastic covers per plan

Concrete Flat Work

Install new ready mix concrete and provide a broom finish with saw cut relief joints. Seal concrete with a cure and seal 1 step sealer.

Excludes
 Gravel Base Material
 Sub Base Preparation
 Permits
 Testing
 Soil Corrections
 Shouldering or Turf Restoration
 Damage to Underground Utilities and Lines

Chain Link Fence around tank site

Mobilization and bond

Total Bid: \$170,815

Terms

30% Down Payment

Net 15 Days

Price is good for 15 days from sent date.

Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.

This is a quotation on the goods named and subject to the conditions noted below:

Diversified Paving provides a one-year warranty unless stated otherwise in the description above.

Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or

Net 15 Days

Price is good for 15 days from sent date.

Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.

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This is a quotation on the goods named and subject to the conditions noted below:

Diversified Paving provides a one-year warranty unless stated otherwise in the description above.

Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,
Diversified Paving

Paul Reinert
President



Paul Signiture.pdf

Acceptance: As an authorized agent for the above, I accept this proposal for \$_____.

83

Signature: _____ Date: _____.



1331 Tyler Street NE #101
Minneapolis, Minnesota 55413
ics-builds.com
(763) 354-2670

Re: Addendum #2 for Bidding Documents for the
ISD #709 – Duluth Public Schools – Lakewood Elementary Boiler Replacement
5207 North Tischer Road, Duluth, Minnesota 55804

BIDS DUE March 3, 2026 AT 10:00 AM.

This addendum forms a part of the Contract Documents dated February 9, 2026. The additions, deletions, revisions/clarifications contained herein shall be made to the Drawings and Specifications for the project; and shall be included in the scope of work and Bid(s) to be submitted. Bidders are responsible to determine for themselves the work affected by items contained within this Addendum.

Acknowledge receipt of this Addendum on the space provided on the Bid Form. Failure to do so may result in disqualification of Bid.

This Addendum consists of Eight (8) typed sheets and attachments:

**** PRE-BID WALKTHROUGH MINUTES AND SIGN-IN SHEET dated February 24, 2026.**

PROJECT MANUAL – VOLUME 1 of 1

1. SPECIFICATION SECTION 01 13 01 – Work Scope 03 Site Improvements
 - a. Re-Issued this Addendum.

**Design Tree Engineering Addendum No. 2 dated February 26, 2026:
PROJECT MANUAL – VOLUME 1 of 1**

2. SPECIFICATION SECTION 23 21 23 – Hydronic Pumps
 - a. Not Re-Issued - Product Approvals for Side-Stream Filtration

DRAWINGS

Civil:

1. Drawing C601 – Civil Details
 - a. Issued this Addendum dated 2/26/26

Mechanical:

2. Drawing M401 – Mechanical Plans
 - a. Not Re-Issued – Modifications to General Renovation Notes

END OF ADDENDUM #002



Site tour w/ question and answer.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
9.1	1	General				Open
<p>Official Documented Meeting Minutes</p> <ul style="list-style-type: none"> • The following was brought up during the site walk: <ul style="list-style-type: none"> ◦ Hunt: <ul style="list-style-type: none"> ▪ Lyssa requested the scanned electrical drawings; these have been sent over. ◦ Diversified Paving: <ul style="list-style-type: none"> ▪ Paul had asked who was trenching what. <ul style="list-style-type: none"> ▪ Trenching is by the installing contractor (Electrical to do electrical trenching, propane to do propane trenching) ▪ Paul requested the full civil drawings. There will be no civil drawings; this project is to match existing conditions and follow MNDOT specifications. MNDOT specification details to be issued via addendum 2. ▪ The geotechnical report was also discussed. It was decided that no geotechnical testing will be conducted for site work. ▪ Paul had asked if they should include a price for the sidewalk repair alongside the building. Jacob and Paul talked about including this as an alternate; this is to be included in the base bid price instead. ◦ Wescom: <ul style="list-style-type: none"> ▪ John had asked if they are to bring power to the LP tank or not. <ul style="list-style-type: none"> ▪ See drawing E401 keynote 13 for LP tank power requirements. ◦ Stack Bros: <ul style="list-style-type: none"> ▪ Josh asked if there is anything in the drawings for cleaning the existing floor in the boiler room, as it is stained with oil residue. <ul style="list-style-type: none"> ▪ Design tree to include a note for this in addendum 2. ▪ Josh also asked to get on the official bidders list, as there was an issue with the exchanges issuing addendum #1. 						

WORK SCOPE 03
SITE IMPROVEMENTS

1.01 SITE IMPROVEMENTS

- A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.
1. Specific Specifications Sections that are the responsibility of the Work Scope:

Division 00 – Procurement Requirements / Conditions of the Contract	Complete
Division 01 – General Requirements	Complete
Division 02 – Existing Conditions	Complete
Division 31 – Earthwork	Complete
Division 32 – Exterior Improvements	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. General Requirements for All Work Scope Categories: Refer to Section 01 1200 for additional requirements affecting this Work Scope.
- B. Coordination: Coordination must take place between all work scopes and the Construction Manager. Contractor is required to coordinate schedule and substrate requirements with all other work scopes.
- C. Multiple mobilizations as/if required to complete this scope of work
- D. Safety: Compliance and enforcement of safety programs, Refer to Section 01 5200.
- E. Includes all equipment necessary for the completion of the contractor's work, including scaffold, hoists, forklifts, and other equipment necessary for the completion of the work.
- F. All Cutting and Patching related to this Work Scope per specification section 01 73 29.
- G. Selective Site Demolition: Removal, disposal, and salvage all selective demolition as indicated in accordance with Section 02 41 13 including, but not limited to:
 1. Removal of pavements as needed for the installation of the side walk and propane tank maintenance pad.
 2. Existing Utilities: Furnish, relocate, and install existing utilities as indicating including, but not limited to:
 - a. Locate, protect, and relocate all private utilities per the existing utilities phasing plan and the specifications.
 3. Removal and disposal of all trees, shrubs and organic items shown to be removed on the plans. Protect all trees that are called to be relocated until tree is relocated.
 - a. Remove trees and prepare site for propane tank maintenance pad and sidewalk extension.
- H. Site Clearing: Provide site clearing including, but not limited to:
 1. Removal of existing vegetation is necessary to meet construction requirements.
- I. Grading: Provide and install grading including, but not limited to:
 1. Removal of topsoil.
 2. Rough grading the site for installation of propane maintenance concrete pad and sidewalk extension.

WORK SCOPE 03
SITE IMPROVEMENTS

3. Finish grading.
 4. Finish grading for landscaped areas (lawns, planter beds, etc.) to be coordinated with future work scope.
- J. Aggregate Base Course: Furnish and Install Aggregate Base Course
1. Aggregate base course.
 2. Geotextile Fabric.
 3. This contract is to include supply and installation of an aggregate base for concrete walks.
 4. This work will include multiple mobilizations due to placement of partial base for curbs, and then additional base for pavements.
- K. Concrete Paving: Furnish and Install Concrete Paving for the propane tank maintenance pad and sidewalk extension.
- L. Site Chain Link Fences: Furnish and Install site chain link fences as it applies including, but not limited to:
1. Fence framework, fabric.
 2. Excavation for post bases.
 3. Accessories and gates.
- M. Seeding: Furnish and Install restoration seeding where disturbed during the construction process, including, but not limited to:
1. Maintain the lawn for a period of **60 days after the project's completion**, unless otherwise specified.
 2. Seeding and fertilizer.
 3. Temporary bonded fiber matrix.
- N. Bollards: Provide and install bollards
1. 6" x 8' Galvanized pipe bollard with 4' exposed above grade, paint yellow or provide poly cover. Concrete fil pipe bollard.
 2. 18" wide x 5' deep concrete footing.
- O. Traffic Control: Provide traffic control spotters/flag personal during all site activities that affect the adjacent streets.
1. Provide traffic and street barriers as required.
- P. Construction Cleaning: Perform daily construction cleaning operations for debris generated by this Work Scope.
1. Refer to Section 01 50 00 for additional requirements.
 2. Debris tracked or carried off site into traffic lanes must be cleaned up immediately. If tracking continues, this Work Scope shall provide continuous cleaning operations during construction activities.
 3. Hard surface areas shall be broom cleaned upon completion.
 4. Dust control will be the responsibility of this contract while any earthwork operations are ongoing.

WORK SCOPE 03
SITE IMPROVEMENTS

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. Field Engineering: ICS will provide benchmarks and a control line in accordance with the requirements specified in Section 01 1200.
 - 1. Control Points will be provided by ICS.
 - 2. This Work Scope is responsible for all remaining layouts.
- B. Provide all field measurements and layout work necessary for the completion of the contractor's work.
- C. Construction Phasing: Comply with special phasing, scheduling, and sequencing requirements to accommodate completion of areas as directed by ICS. Refer to Section 01 3210.
- D. Acceptance of Substrates and Existing Conditions: Starting work constitutes acceptance of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- E. Complete Assembly: Provide fasteners, sealant, trim, miscellaneous components, etc. for complete installation.
 - 1. This Work Scope recognizes the contract documents do not reflect every detail necessary to provide a complete working system and therefore has included additional materials and related labor to provide a complete assembly as per the intent of the documents.
- F. Construction Cleaning: Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Contractors are required to allocate all work force shut down and clean both outside and inside for a duration of 1 hour, twice a week. ICS site superintendent is to coordinate the time frames as work progresses.

1.04 MATERIAL HANDLING AND STORAGE

- A. Delivery and Receiving of Materials: Refer to Section 01 1200 for additional requirements.
 - 1. Receive, unload, sort, and distribute all materials pertaining to this work scope to individual work areas.
- B. Material Storage: To be coordinated with the Construction Manger and Owner.
- C. Hoisting: Refer to Section 01 1200 for additional requirements regarding hoisting.
- D. Scaffolding: Work Scope is responsible for your own working platforms, scaffolding, and equipment necessary to access Work. Coordinate scope and timing of scaffold with ICS.
- E. Special Protection: Take special care while working above other trades and provide protection necessary to protect trades below from falling objects.

END OF WORK SCOPE 03

ADDENDUM NO. 2

Date: February 26, 2026
 Project: ISD 709 Lakewood Elementary School – Boiler Renovation
 Project Location: 5207 North Tischer Road, Duluth, MN 55804
 Owner: Independent School District 709
 Construction Manager: ICS – Mark Needham
 Bid Due Date: March 3, 2026

This Addendum shall be considered part of the contract documents for the above-mentioned project. The following items modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. Where a portion of the Bidding Documents are modified by this Addendum, the unaltered portions of the Bidding Documents shall remain in effect. Receipt of this addendum must be acknowledged on bid form, failure to do so may subject Proposer to disqualification.

CHANGES TO BIDDING REQUIREMENTS

CHANGES TO DRAWINGS:

Civil

Drawing C601 – Civil Details
 1) Issued Drawing C601.

Mechanical

Drawing M401 – Mechanical Plans (Drawing Not Re-Issued)

- 1) Replace "General Renavation Nates" adjacent to HVAC Keyed Demalitian Nates with the fallowing:
 General Demolition Notes:
 - A. Modify existing fire pratection piping and/or sprinkler heads as required ta accammadate all equipment, venting and assaciated camponents and to maintain all operation and maintenance clearances.
 - B. Clean and acid-wash the existing boiler room floor and housekeeping pads to remove oil residue.

PRODUCT APPROVALS:

Section / Drawing No. & Schedule	Material / Product / ID	Approved Manufacturer
23 21 23 Hydronic Pumps	Side-Stream Filtration	Quantrol QFPBH

ATTACHMENTS:

Drawing C601 – CIVIL DETAILS

END OF ADDENDUM 2



Bid Bond

CONTRACTOR:

(Name, legal status and address)

R & K Industries LLC DBA Diversified Paving
23633 66th Ave

St. Augusta, MN 56301

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main St. Suite 800

Kansas City, MO 64105-2478

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

ISD#709-Duluth Public Schools

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Install Concrete Structure for 18,000 # Propane Tank, Earthwork, Concrete, Chain Link Fence

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of March, 2026

(Witness)

(Witness)

R & K Industries LLC DBA Diversified Paving

(Principal)

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

(Title) Attorney-in-Fact

Troy Staples

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init

AIA Document A310™— 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

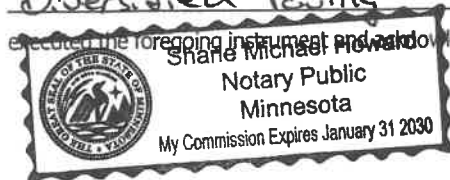
On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of Minnesota)
County of Stearns)

On this 2nd day of March, in the year 2026, before me personally come(s) Paul Reiner, a member of the co-partnership of _____, Diversified Paving to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.



[Signature]
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 2nd day of March, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

TROY STAPLES, ZACHARY PATE, NICHOLAS HOCHBAN, THOMAS LAHL, THOMAS KEMP, JENNIFER BOYLES, and JOEL KRECH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 9TH day of FEBRUARY, 20 23

State of Illinois
County of Cook



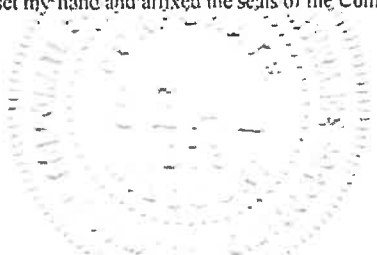
Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 9TH day of FEBRUARY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of March, 2023.



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

February 26, 2026

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>
Wyatt Walters	Duluth Public Schools	1/21/2026

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center



February 24, 2026

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>
Christian Holmes	Duluth Public Schools	3/20/2026
Alexander A Andersen	Duluth Public Schools	2/25/2026

- Requested for Bridge graduates per Lisa Post.

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 3/6/2026

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:

James Harris

3/6/2026

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 3/6/2026

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:

Simon Walters

3/6/2026

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 3/6/2026

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:

Lilyana DeLuca

3/6/2026

March 9, 2026

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>
Sylas Quade	Duluth Public Schools	3/9/2026

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

March 18, 2026

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>
Eli Auger	Duluth Public Schools	4/8/2026

- Requested for Bridge graduates per Lisa Post.

Please send diploma to Kathleen Wilson at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

542 INTRA-DISTRICT TRANSFERS

I. PURPOSE

To establish the process and criteria for students to request attendance at a school or program within the District other than their assigned attendance boundary school.

II. DEFINITIONS

An intra-district transfer is defined as when a Duluth Public Schools student who is enrolled at their attendance boundary school requests to attend a different school or program within the District other than the one assigned by address.

III. GENERAL STATEMENT OF POLICY

The intent of the intra-district transfer policy is to minimize disruption of the education process for the student by maintaining continuous attendance in a school setting with peers. The District is committed to providing students with appropriate learning options that enable them to establish and maintain a successful educational plan.

Approval of Intra-district Transfer Requests

The Assistant Superintendent will allow or deny a transfer request after careful consideration of the application information. Decisions will be guided by School Board Policy, District regulations, teacher/student ratio, class size, building capacity, student attendance rate, and building populations. Administration may determine exceptions to these considerations based on special circumstances. The Assistant Superintendent will make the final ruling on an intra-district transfer request. Transfers not approved by the Assistant Superintendent may be appealed to the transfer appeal board.

Each school year requires extensive advance planning relative to projected enrollments, curriculum offerings, and staffing for each building. Approval of intra-district transfers from one building to another within the school district will be limited to reasonable requests following designated timelines.

The transfer of a student from one school attendance area to another within the School District may be initiated by the student (18 years of age), by either a parent or guardian, by a school team, or by the principal.

Continuation of Approved Education Intra-district Transfer

The student may complete all grades contained in the school to which they have transferred. To continue attendance from an elementary to a middle school or from a middle school to a high school, completion of a new intra-district transfer request will be submitted to the Enrollment Center for Assistant Superintendent approval or denial by the due date.

Timelines for Intra-district Transfer Requests

Student intra-district transfer approvals will be implemented either at the beginning of a school year or at the beginning of a school year's second semester. Administration may determine exceptions to these timelines based on special circumstances. Intra-district transfer requests for the upcoming school year must be submitted prior to February 1st. Second semester intra-district transfer requests must be submitted by December 1st. The only exception to the standard deadlines is by March 15th for kindergarten enrollment for the upcoming school year.

Adopted:	09-08-1981 ISD 709
Revised:	02-21-1995
	06-20-1995
	03-19-2005
	05-17-2005
	02-12-2008
	12-16-2014 ISD 709
First Reading Revision:	02-24-2026
Second Reading Revision:	03-10-2026
Adopted Revision:	03-24-2026

~~+5040-542 TRANSFERS WITHIN THE SCHOOL DISTRICT~~ **INTRA-DISTRICT TRANSFERS**

I. PURPOSE

To establish the process and criteria for students to request attendance at a school or program within the District other than their assigned attendance boundary school.

II. DEFINITIONS

An intra-district transfer is defined as when a Duluth Public Schools student who is enrolled at their attendance boundary school requests to attend a different school or program within the District other than the one assigned by address.

III. GENERAL STATEMENT OF POLICY

The intent of the **intra-district** transfer policy is to minimize disruption of the education process for the student by maintaining continuous attendance in a school setting with his/her peers. The School District is committed to providing students with appropriate learning options that enable them to establish and maintain a successful educational plan.

Approval of **Intra-district** Transfer Requests

The Assistant Superintendent will allow or deny a transfer request after careful consideration of the application information. **Decisions will be guided** by School Board Policy, District regulations, teacher/student ratio, class size, **building capacity** ~~classroom space~~, **student attendance rate**, and building populations. **Administration may determine exceptions to these considerations based on special circumstances.** The Assistant Superintendent will make the final ruling on an **intra-district** transfer request. **Transfers not approved by the Assistant Superintendent may be appealed to the transfer appeal board.**

Each school year requires extensive advance planning relative to projected enrollments, curriculum offerings, and staffing for each building. Approval of **intra-district** transfers from one building to another **within the school district** will be limited to reasonable requests following designated timelines.

The transfer of a student from one school attendance area to another within the School District may be initiated by the student (18 years of age), by either a parent or guardian, **by a school team** ~~School's Supportive Services Team (SST)~~, ~~by the Special Education Child Study Team (CST)~~, or by the principal.

Continuation of Approved Education **Intra-district** Transfer

The student may complete all grades contained in the school to which **they have** transferred. To continue attendance from an elementary to a middle school or from a middle school to a high school, completion of a new **intra-district** transfer request **will need to** be submitted to the **Enrollment Center for** ~~Office of the Assistant Superintendent~~ **approval or denial** by the due date.

Timelines for **Intra-district** Transfer Requests

Student **intra-district** transfer approvals will be implemented either at the beginning of a school year or at the beginning of a school year's second semester. Administration may determine exceptions to these timelines **based on special circumstances.** **Intra-district** transfer requests for the upcoming school year must be submitted prior to **February 1st** ~~April 30th~~. Second semester **intra-district** transfer requests must be submitted by **December 1st**. **The only exception to the standard deadlines is by March 15th for kindergarten enrollment**

for the upcoming school year. Administration may determine exceptions to these timelines.

Adopted: 09-08-1981 ISD 709
Revised: 02-21-1995
06-20-1995
03-19-2005
05-17-2005
02-12-2008
12-16-2014 ISD 709

5040—1 of 1

Duluth Public Schools ISD 709 | 215 N First Avenue East | Duluth, MN 55802 | (218) 336-8752

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The student may complete all grades contained in the school to which ~~he/she~~ **they** have transferred. To continue attendance from an elementary to a middle school or from a middle school to a high school, completion of a new **intra-district** transfer request **must will need to** be submitted to the **Enrollment Center for** ~~Office of the Assistant Superintendent~~ **approval or denial** by the due date.

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5040—1 of 1

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The intent of the intra-district transfer policy is to minimize disruption of the education process for the student by maintaining continuous attendance in a school setting with peers. The District is committed to providing students with appropriate learning options that enable them to establish and maintain a successful educational plan.

Approval of Intra-district Transfer Requests

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Each school year requires extensive advance planning relative to projected enrollments, curriculum offerings, and staffing for each building. Approval of intra-district transfers from one building to another within the school district will be limited to reasonable requests following designated timelines.

The transfer of a student from one school attendance area to another within the School District may be initiated by the student (18 years of age), by either a parent or guardian, by a school team, or by the principal.

Continuation of Approved Education Intra-district Transfer

The student may complete all grades contained in the school to which they have transferred. To continue attendance from an elementary to a middle school or from a middle school to a high school, completion of a new intra-district transfer request will be submitted to the Enrollment Center for Assistant Superintendent approval or denial by the due date.

Timelines for Intra-district Transfer Requests

Student intra-district transfer approvals will be implemented either at the beginning of a school year or at the beginning of a school year's second semester. Administration may determine exceptions to these timelines based on special circumstances. Intra-district transfer requests for the upcoming school year must be submitted prior to February 1st. Second semester intra-district transfer requests must be submitted by December 1st. The only exception to the standard deadlines is by March 15th for kindergarten enrollment for the upcoming school year.

Adopted:	09-08-1981 ISD 709
Revised:	02-21-1995
	06-20-1995
	03-19-2005
	05-17-2005
	02-12-2008
	12-16-2014 ISD 709
First Reading Revision:	02-24-2026
Second Reading Revision:	03-10-2026
Adopted Revision:	03-24-2026

507.5 SCHOOL RESOURCE OFFICERS

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

- A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

- A. A school resource officer's contractual duties with the school district shall include:
 - 1. fostering a positive school climate through relationship building and open communication;
 - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
 - 3. serving as a liaison from law enforcement to school officials;
 - 4. providing advice on safety drills;
 - 5. identifying vulnerabilities in school facilities and safety protocols;
 - 6. educating and advising students and staff on law enforcement topics; and,
 - 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in ~~¶~~Paragraph IV.A.
- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect

the public as a whole.

V. TRAINING

- A. Except as provided for in Paragraphs V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under Paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than **sixty (60)** student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

Legal References: Minn. Stat. § 120A.05, subds. 9, 11, and 13 (Definitions)
 Minn. Stat. § 123B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
 Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 MSBA/MASA Model Policy 506 (Student Discipline)

Resources: [MN House of Representatives: School Resource Officers \(accessed 10/02/25\)](#)
[MN Department of Public Safety: School Resource Officer Training \(accessed 10/02/25\)](#)

MN Department of Public Safety: [FAQs for Mandated School Resource Officer \(SRO\) Requirements](#) (accessed 10/02/25)

U.S. Department of Education: [FAQs on Photos and Videos under FERPA](#) (accessed 10/02/25)

U.S. Department of Education: [School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act \(FERPA\)](#) (accessed 10/02/25)

U.S. Department of Education: [Does FERPA distinguish between School Resource Officers \(SROs\) and other local police officers who work in a school?](#) (accessed 10/02/25)

First Reading:	06.18.24
Second Reading:	08.15.24
Adopted:	08.20.24
Revised:	

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents, and students regarding student promotion, retention, and program design.

II. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling and other appropriate services shall be coordinated and used to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at a level deemed acceptable by local and state standards shall be promoted to the next grade level each year.

B. Retention

Students who do not achieve at a level deemed acceptable by local and state standards shall be retained at the current grade level, when professional staff and parents feel that it is in the best interest of the student. Scholastic ability and achievement, physical development, maturity, cultural norms, emotional factors as well as attendance and age shall be considered.

C. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for the program assignment shall be developed in coordination for such programs. All programs will be aligned with creating comprehensive achievement and civic readiness.
2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.
3. The school district must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:
 - a. multiple objective criteria; and
 - b. assessments and procedures that are valid and reliable, fair, and research based. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

4. The school district must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the district will:
 - a. assess a student’s readiness and motivation for acceleration; and
 - b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

5. The school district must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). The procedures must be sensitive to under-represented groups.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
 Minn. Stat. § 120B.15 (Gifted and Talented Program)
 Minn. Stat. § 123B.143, Subd. 1 (Superintendents)
 Minn. Stat. § 124D.02 (School Board Powers; Enrollment)

Cross References: MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
 MSBA/MASA Model Policy 620 (Credit for Learning)
 Policy 6240 (Demonstration of Mastery for Credit)

Adopted: 05-16-2017
Revised: 04-17-2018 ISD 709
 Reviewed: 04-25-2023
 Reviewed: 09-19-2023
 Revised: 09-05-2024
 Adopted: 09-17-2024
 Reviewed: 03-24-2026

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 Minn. Stat. § 123B.143, Subd. 1 (Superintendents)
[Minn. Stat. § 124D.02 \(School Board Powers; Enrollment\)](#)

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~~MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)~~
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
 MSBA/MASA Model Policy 620 (Credit for Learning)
 Policy 6240 (Demonstration of Mastery for Credit)

Adopted: 05-16-2017
Revised: 04-17-2018 ISD 709
 Reviewed: 04-25-2023
 Reviewed: 09-19-2023
 Revised: 09-05-2024
 Adopted: 09-17-2024
 Reviewed:

519 INTERVIEWS OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

II. GENERAL STATEMENT OF POLICY

- A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.
- B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal and/or assistant principal to determine whether the request will be granted. Prior to granting a request, the principal and/or assistant principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

- A. In the case of an investigation pursuant to the Reporting of Maltreatment of Minors Act, Minnesota Statutes Chapter 260E, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours or at any facility or other place where the alleged victim or other children might be found or the child may be transported to, and the interview may be conducted at a place appropriate for the interview of a child designated by the local welfare agency or law enforcement agency. School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender.
- B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minnesota Statutes, Chapter 260E may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.
- C. When the local welfare agency, local law enforcement agency, or agency responsible for assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property before the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school district property. For an interview conducted by the local welfare agency, the notification shall be signed by the chair of the local social services agency

or the chair's designee. The notification is private educational data on the student. School district officials may not disclose to the parent, legal custodian or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.

- D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than twenty-four (24) hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.
- E. Students shall not be taken from school district property without the consent of the principal and/or assistant principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading: 02.11.25
Second Reading: 03.13.25
Adopted: 03.18.25
Reviewed: 03.24.26

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- B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal and/or assistant principal to determine whether the request will be granted. Prior to granting a request, the principal and/or assistant principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

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[NOTE: This added language is in Minnesota Statutes, section 260E.22, subdivision 2.]

- B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minnesota Statutes, Chapter 260E may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.
- C. When the local welfare agency, local law enforcement agency, or agency responsible for assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property **prior to before** the interview. The notification shall include the name of the child to be

interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school district property. ~~Where the~~ For an interviews are conducted by the local welfare agency, the notification ~~must~~ shall be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district officials may not disclose to the parent, legal custodian or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.

- D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than **twenty-four (24)** hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.
- E. Students shall not be taken from school district property without the consent of the principal and/or assistant principal and without proper warrant.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
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MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading: 02.11.25
Second Reading: 03.13.25
Adopted: 03.18.25

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with comprehensive achievement and civic readiness.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to strive for comprehensive achievement and civic readiness in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Antiracist" means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.
- C. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- D. "Comprehensive Achievement and Civic Readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; have all students graduate from high school; and prepare students to be lifelong learners.
- E. "Culturally sustaining" means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.
- F. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.
- G. "Ethnic studies" as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.
- H. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.
- I. "Institutional racism" means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.
- J. "Instruction" means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.

- K. "Performance measures" are measures to determine school district and school site progress in striving for comprehensive achievement and civic readiness and must include at least the following:
1. the size of the academic achievement gap; rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
 2. student performance on the Minnesota Comprehensive Assessments;
 3. high school graduation rates; and
 4. career and college readiness under Minnesota Statutes, section 120B.307, subdivision 1.

IV. LONG-TERM STRATEGIC PLAN

- A. The school board, at a public meeting, must adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with striving for comprehensive achievement and civic readiness and includes the following:
1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in Minnesota Statutes, section 120B.35, subdivision 3, paragraph (b)(2);
 2. a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15 and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to comprehensive achievement and civic readiness;
 3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, subdivision 3, students' access to effective teachers who are members of populations underrepresented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes, section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivision. 8, or 122A.41, subdivision 5;
 4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;
 5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income families, children in families of People of Color, and children in American Indian families are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
 6. education effectiveness practices that

- a. integrate high-quality instruction, technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;
 - b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;
 - c. provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and
- 7. an annual budget for continuing to implement the school district plan; and
 - 8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.
- B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.
 - C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy 621 (Literacy and the Read Act)

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)
20 U.S.C. § 5801, *et seq.* (National Education Goals)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 616 (School District System Accountability)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

First Reading: 12.03.2024
Second Reading: 01.21.2025
Adopted: 01.28.2025
Revised: 03.24.2026

601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with comprehensive achievement and civic readiness.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to strive for comprehensive achievement and civic readiness in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Antiracist" means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.
- C. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- D. "Comprehensive Achievement and Civic Readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; have all students graduate from high school; and prepare students to be lifelong learners.
- E. "Culturally sustaining" means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.
- F. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.
- G. "Ethnic studies" as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.
- H. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.
- I. "Institutional racism" means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.
- J. "Instruction" means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.

- K. "Performance measures" are measures to determine school district and school site progress in striving for comprehensive achievement and civic readiness and must include at least the following:
1. the size of the academic achievement gap; rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
 2. student performance on the Minnesota Comprehensive Assessments;
 3. high school graduation rates; and
 4. career and college readiness under Minnesota Statutes, section 120B.307, subdivision 1.

IV. LONG-TERM STRATEGIC PLAN

- A. The school board, at a public meeting, must adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with striving for comprehensive achievement and civic readiness and includes the following:
1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in Minnesota Statutes, section 120B.35, subdivision 3, paragraph (b)(2);
 2. a process to assess and evaluate each student's progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt early-admission procedures consistent with Minnesota Statutes, section 120B.15 and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to ~~the world's best~~ **workforce comprehensive achievement and civic readiness**;
 3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, subdivision 3, students' access to effective teachers who are members of populations underrepresented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes, section 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes, section 122A.40, subdivision. 8, or 122A.41, subdivision 5;
 4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;
 5. a process to examine the equitable distribution of teachers and strategies to ensure children in low-income families, children in families of People of Color, and children in American Indian families are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;

6. education effectiveness practices that
 - a. integrate high-quality instruction, technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;
 - b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;
 - c. provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and
 7. an annual budget for continuing to implement the school district plan; and
 8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.
- B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.
- C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy 621 (Literacy and the Read Act)

Legal References: Minn. Stat. § 120B.018 (Definitions)
 Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
 Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
 Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
 Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)
 Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
 Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
 Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
 Minn. Stat. § 123B.147, Subd. 3 (Principals)
 Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)
 20 U.S.C. § 5801, *et seq.* (National Education Goals)
 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
 MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 MSBA/MASA Model Policy 616 (School District System Accountability)
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

First Reading: 12.03.2024
 Second Reading: 01.21.2025
 Adopted: 01.28.2025

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I. PURPOSE

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. "Comprehensive achievement and civic readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school; and prepare students to be lifelong learners.
- B. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING**A. School District Goals**

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee. These goals can be found on the school district's website.
2. The District Advisory Committee created under Policy 603 (Curriculum Development) is established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
3. The school district-wide improvement goals should address recommendations identified through the District Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program through some other locally determined process.

- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes, section 123B.147, and teacher evaluations

See ISD 709 Curriculum Review and Adoption Timeline at www.isd709.org/academics/k-12-curriculum-and-instruction.

C. Implementation of Graduation Requirements

1. The District Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the District Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the District Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The District Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of current achievement that show growth relative to an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By June of each year, the District Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. The District Advisory Committee, working in cooperation with other committees of the school district will provide active community participation in:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,
 - d. Advising the school board about development of the annual budget.
3. The District Advisory Committee shall meet the following criteria:
 - a. The District Advisory Committee shall ensure active community

participation in all phases of planning and improving the instruction and curriculum affecting state and school academic standard consistent with Minnesota Statutes, section 120B.11, subdivision 2.

- b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. Translation services should be provided to the extent appropriate and practicable.
 5. The District Advisory Committee shall meet the following timeline each year:
 - By End of October: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.
 - By End of November: Review of Comprehensive Achievement and Civic Readiness plan and provide input to be reviewed by school board.
 - By End of January: Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.
 - By End of March: Review evaluation results and prepare recommendations.
 - By Beginning of June: Present recommendations to the school board for its input and approval.

E. Reporting

1. Consistent with Minnesota Statutes, section 120B.36, subdivision. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to comprehensive achievement and civic readiness. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines.

The school district shall periodically survey affected constituencies, in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the

results of this evaluation in its published reports and in its summary report to the Commissioner required under Minnesota Statutes, section 120B.11, subdivision 5.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.
3. The school district must annually report the district's class size ratios by each grade to the Commissioner of education in the form and manner specified by the Commissioner.
4. The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
 Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
 Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
 Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)
 Minn. Stat. § 120B.36 (School Accountability)
 Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
 Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
 Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)
 Minn. Stat. § 123B.147 (Principals)
 Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)
 Minn. Rules Parts 3501.0660 (Academic Standards for Kindergarten through Grade 12 [Language Arts])
 Minn. Rules Parts 3501.07 (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)
 Minn. Rules Parts 3501.0960 (Academic Science Standards for Kindergarten through Grade 12)
 Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
 Minn. Rules Parts 3501.13 (Academic Standards for Social Studies)
 Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
 MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
 MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
 MSBA/MASA Model Policy 619 (Staff Development for Standards)
 MSBA/MASA Model Policy 620 (Credit for Learning)

First Reading: 12.03.2024
Second Reading: 01.21.2025
Adopted: 01.28.2025
Revised: 03.24.2026

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. "Comprehensive achievement and civic readiness" means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school; and prepare students to be lifelong learners.
- B. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING**A. School District Goals**

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Advisory Committee. These goals can be found on the school district's website.
2. The District Advisory Committee created under Policy 603 (Curriculum Development) is established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
3. The school district-wide improvement goals should address recommendations identified through the District Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program through some other locally determined process.

- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, and teacher evaluations

See ISD 709 Curriculum Review and Adoption Timeline at www.isd709.org/academics/k-12-curriculum-and-instruction.

C. Implementation of Graduation Requirements

1. The District Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the District Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.
2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the District Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The District Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of current achievement that show growth relative to an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By June of each year, the District Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. The District Advisory Committee, working in cooperation with other committees of the school district will provide active community participation in:
 - a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,
 - d. Advising the school board about development of the annual budget.
3. The District Advisory Committee shall meet the following criteria:
 - a. The District Advisory Committee shall ensure active community

participation in all phases of planning for and improving the instruction and curriculum affecting state and school academic standard consistent with Minnesota Statutes, section 120B.11, subdivision 2 ~~Graduation Standards~~.

- b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. Translation services should be provided to the extent appropriate and practicable.
5. The District Advisory Committee shall meet the following timeline each year:
- By End of October: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.
 - By End of November: Review of Comprehensive Achievement and Civic Readiness plan and provide input to be reviewed by school board.
 - By End of January: Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.
 - By End of March: Review evaluation results and prepare recommendations.
 - By Beginning of June: Present recommendations to the school board for its input and approval.

E. Reporting

1. Consistent with Minnesota Statutes, section 120B.36, subdivision. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to comprehensive achievement and civic readiness. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines.

The school district shall periodically survey affected constituencies, in their native languages, where appropriate and practicable, about their connection to

and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner **required under Minnesota Statutes, section 120B.11, subdivision 5.**

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.
3. The school district must annually report the district's class size ratios by each grade to the Commissioner of education in the form and manner specified by the Commissioner.
4. The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

Legal References:

Minn. Stat. § 120B.018 (Definitions)
 Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
 Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
 Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)
 Minn. Stat. § 120B.36 (School Accountability)
 Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
 Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
 Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)
 Minn. Stat. § 123B.147 (Principals)
 Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)
 Minn. Rules Parts 3501.0660 (Academic Standards for **Kindergarten through Grade 12 [Language Arts]**)
 Minn. Rules Parts 3501.0700-~~3501.0745~~ (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.0820 (Academic **Arts** Standards for **Kindergarten through Grade 12 the Arts**)
 Minn. Rules Parts ~~3501.0900~~-3501.0960 (Academic **Science** Standards for **Kindergarten through Grade 12 in Science**)
 Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
 Minn. Rules Parts 3501.1300-~~3501.1345~~ (Academic Standards for Social Studies)
 Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
 20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
 MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
 MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
 MSBA/MASA Model Policy 619 (Staff Development for Standards)

First Reading: 12.03.2024
Second Reading: 01.21.2025
Adopted: 01.28.2025

621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "expressive language" or "receptive language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension. This approach is consistent with the principles identified in the science of reading and is designed to ensure all students develop strong foundational literacy skills.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each year, and again within the last six weeks of the school year. The screener

must be one of the screening tools approved by the Minnesota Department of Education (MDE).

- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.
- E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

- C. For students enrolled in dual language immersion programs:
1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under Paragraph A above;
 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.
- D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.
- F. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under Minnesota Statutes, section 120B.12, subdivision 2, paragraph (a), the report must include:
1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;
 2. the number of students universally screened for that reporting year;
 3. the number of students demonstrating characteristics of dyslexia for that year; and
 4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. If the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:
 - 1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 - 2. a process to notify and involve parents;
 - 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 - 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;
 7. a statement of whether the school district has adopted a MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level.
 9. the number of teachers and other staff that have completed training approved by the department;
 10. the number of teachers and other staff proposed for training in structured literacy;
 11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
 12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
 13. beginning on December 31, 2025, for a district with a dual language immersion program:
 - a. the program's partner language;
 - b. grade levels included in the program;
 - c. the language used to screen students' foundational reading skills;
 - d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
 - e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner.
- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

- A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:
1. reading intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;
 4. curriculum directors;
 5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;
 6. employees who select literacy instructional materials for a district; and
 7. teachers holding English as a second language teaching licenses.
- B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:
1. teachers who provide foundational reading instruction to students in grades 4 to 12;
 2. teachers who provide instruction to students in a state-approved alternative program; and
 3. teachers who provide instruction to students in dual language immersion programs.
- The Commissioner may grant a school district an extension to these deadlines.
- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.
- D. Training provided by the following may satisfy the professional development requirements under this Article:
1. a certified trained facilitator; or
 2. a training program that MDE has determined meets the professional development requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with Minnesota Statutes, section 120B.12, subdivision 1, paragraphs (b) and (c) . The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
 - 1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 - 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 - 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 - 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and
 - 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
 Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
 Minn. Stat. § 120B.123 (Read Act Implementation)
 Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
 Minn. Stat. § 124D.68 (Graduation Incentives Program)
 Minn. Stat. § 124D.98 (Literacy Incentive Aid)
 Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

First Reading: 11.26.24
Second Reading: 12.03.24
Adopted: 12.17.24
Reviewed: 10.21.25
Reviewed: 03.24.26

621 LITERACY AND THE READ ACT

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Duluth Public Schools places a high value on literacy as a core component of students' educational journey. The school district is committed to providing evidence-based reading instruction that is consistent with the Read Act, ensuring that students develop strong reading and writing skills. The school district emphasizes a comprehensive, standards based approach to literacy, encompassing foundational skills, vocabulary development, reading fluency, and reading comprehension. This dedication to literacy aims to equip every student with the essential tools for academic success and lifelong learning in all subject areas.

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- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
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- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
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- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, by February 15 each year, and again within the last six weeks of the school year. The screener

must be one of the screening tools approved by the Minnesota Department of Education (MDE).

- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.
- E. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, and students enrolled in dual language immersion programs, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

- C. For students enrolled in dual language immersion programs:
1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under ~~¶~~Paragraph A above;
 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students.
- D. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- E. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.
- F. The school district must include in its local literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under [Minnesota Statutes, section 120B.12, subdivision 2](#), paragraph (a), the report must include:
1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including dyslexia;
 2. the number of students universally screened for that reporting year;
 3. the number of students demonstrating characteristics of dyslexia for that year; and
 4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under [Minnesota Statutes, section 125A.56, subdivision 1](#).

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide aligned and targeted reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. ~~Starting July 1, 2023,~~ if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide aligned and targeted reading intervention as defined by the MTSS framework until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:
 - 1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 - 2. a process to notify and involve parents;
 - 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 - 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;

5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials starting in the 2025-2026 school year;
 7. a statement of whether the school district has adopted a MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level.
 9. the number of teachers and other staff that have completed training approved by the department;
 10. the number of teachers and other staff proposed for training in structured literacy;
 11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
 12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
 13. beginning on December 31, 2025, for a district with a dual language immersion program:
 - a. the program's partner language;
 - b. grade levels included in the program;
 - c. the language used to screen students' foundational reading skills;
 - d. the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
 - e. the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner.
- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

VIII. STAFF TRAINING

- A. The district must provide training from a menu of approved evidence-based training programs to the following teachers and staff by July 1, 2026:
1. reading intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;
 4. curriculum directors;
 5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;
 6. employees who select literacy instructional materials for a district; and
 7. teachers holding English as a second language teaching licenses.
- B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:
1. teachers who provide foundational reading instruction to students in grades 4 to 12;
 2. teachers who provide instruction to students in a state-approved alternative program; and
 3. teachers who provide instruction to students in dual language immersion programs.
- The Commissioner may grant a school district an extension to these deadlines.
- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.
- D. Training provided by the following may satisfy the professional development requirements under this Article:
1. a certified trained facilitator; or
 2. a training program that MDE has determined meets the professional development requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with **Minnesota Statutes, section 120B.12**, subdivision 1, paragraphs (b) and (c) . The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including academic language development, and build academic literacy; and
 5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY AID USES

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan.

Legal References: Minn. Stat. § 120B.119 (Read Act Definitions)
 Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
 Minn. Stat. § 120B.123 (Read Act Implementation)
 Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
 Minn. Stat. § 124D.68 (Graduation Incentives Program)
 Minn. Stat. § 124D.98 (Literacy Incentive Aid)
 Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

First Reading: 11.26.24
Second Reading: 12.03.24
Adopted: 12.17.24
Reviewed: 10.21.25

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.
3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes, section 169.446, subdivision 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district shall adopt and make available for public review a curriculum for transportation safety education.
9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training Required

- a. The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.
- b. The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:
 - (1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;
 - (2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and
 - (3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

2. Instruction

- a. The school district may provide active transportation safety training through distance learning.
- b. The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation manager. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules

The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.

2. Rules at the Bus Stop

- a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs, and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road, or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the bus.

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

These consequences are outlined in the [Student Handbook](#). See the Table of Contents under Transportation of Public School Students to find the exact page.

(1) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(2) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(3) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(4) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(5) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, or B Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in ~~Sections Paragraphs~~ VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in ~~Section Paragraphs~~ VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
2. reckless driving;
3. improper or erratic traffic lane changes;
4. following the vehicle ahead too closely;
5. a violation of state or local law, relating to motor vehicle traffic control, arising in

- connection with a fatal accident;
6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;
 7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
 8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and
 9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in ~~Section~~ **Subparagraph** VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

- A. Training
1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in ~~Section~~ **Subparagraph VII.C.1.b.**, below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the ~~Minnesota Department of Public Safety Minnesota Model School Bus Driver Training Manual Program~~.
2. Only students assigned to the school bus by the transportation office shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes, section 169.011, subdivision 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, 49 Code of Federal Regulations, Part 571.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

- b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
 - 11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
 - 12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
 - 13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.
- C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement
 - 1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:

- (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in "park" during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
- (9) compliance with ~~p~~Paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes, section 122A.18, subdivision 8, or Minnesota Statutes, section 123B.03 for school district employees; Minnesota Statutes, section 144.057 or Minnesota Statutes, chapter 245C for day care employees; or Minnesota Statutes, section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.
 - d. Operators shall submit to a physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.
 - e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
 - f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes, section 171.321, subdivision 5.
 - g. A person who sustains a conviction, as defined under Minnesota Statutes, 609.02, of violating Minnesota Statutes, section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes, sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

- h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes, section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
 - i. A person who sustains a conviction, as defined under Minnesota Statutes, section 609.02, of a moving offense in violation of Minnesota Statutes, chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
 - j. Students riding the type III vehicle must have training required under Minnesota Statutes, section 123B.90, Subd. 2 (See ~~Section~~ Paragraph II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The Type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes, section 169.451.
 - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.
- D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement
- 1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes, section 171.321, subdivision 2.
 - e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes, section 171.02, subdivisions 2a(h) - 2a(j).

- f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre- school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
- 2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
 - 3. A school bus operated under this section must bear a current certificate of inspection.
 - 4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the ~~Minnesota Department of Public Safety~~ *Minnesota Model School Bus Driver Training Manual Program*. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of a disability shall be trained in basic first aid procedures, shall within one (1) month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Medical Notes shall be maintained on the school bus for students.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated the transportation manager to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes, section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY HAZARD COMMITTEE

The school board may establish a student transportation safety hazard committee. The chair of the student transportation safety committee is the school district's transportation manager. The school board shall appoint the other members of the student transportation safety hazard committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
 Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
 Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
 Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
 Minn. Stat. § 123B.90 (School Bus Safety Training)
 Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
 Minn. Stat. § 123B.935 (Active Transportation Safety Training)
 Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
 Minn. Stat. Ch. 169 (Traffic Regulations)
 Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
 Minn. Stat. § 169.02 (Scope)
 Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
 Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
 Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
 Minn. Stat. § 169.454 (Type III Vehicle Standards)
 Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
 Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
 Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
 Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
 Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
 Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
 Minn. Stat. § 171.169 (Notice of Commercial License Suspension)

Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
 Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
 Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
 Minn. Stat. Ch. 245C (Human Services Background Studies)
 Minn. Stat. § 609.02 (Definitions)
 Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
 49 C.F.R. Part 383 (Commercial Driver’s License Standards; Requirements and Penalties)
 49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
 49 C.F.R. § 383.33 (Notification of Driver’s License Suspensions)
 49 C.F.R. § 383.5 (Transportation Definitions)
 49 C.F.R. § 383.51 (Disqualification of Drivers)
 49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References: MSBA/MASA Model Policy 416 (Drug, ~~and~~ Alcohol, and Cannabis Testing)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA/MASA Model Policy 707 (Transportation of Public Students)
 MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
 MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Resources: Minnesota Department of Public Safety: [School Bus Resources](#) (accessed 10/12/25)
 National Highway Traffic Safety Administration: [Guideline for the Safe Transportation of Pre-school Age Children in School Buses](#) (Feb. 1999) (accessed 10/12/25)

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